

**PRICE AGREEMENT  
ANNUAL EXTENSION – YEAR 2 OF A POSSIBLE 3  
RFQ No. 18-19-004A Sulfur Dioxide Price Agreement**

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Price Agreement 18-19-004A with DPC Industries, Inc. (Contractor) is hereby agreed to renew for a period of one (1) year, to begin July 1, 2019 and terminate June 29, 2020. All other terms and conditions of the agreement, including any amendments, remain the same.

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AGREED:

DPC INDUSTRIES, INC.

CITY OF LAS CRUCES

*Alden Moss*

Signature

8/9/19

Date

*Chenyu "Alex" Liu*

Chenyu "Alex" Liu  
Purchasing Manager

8/9/19

Date

*Alden Moss / Dist. Sales Manager*

Printed Name/Title



CITY OF LAS CRUCES

PRICE AGREEMENT

CONTRACT NO. 18-19-004A

SULFUR DIOXIDE

On this 12th day of ~~July~~ <sup>August</sup>, 2019, the City of Las Cruces (City) and DPC Industries, Inc. (CONTRACTOR) hereby enter this AGREEMENT as follows:

1. In a satisfactory and proper manner, the CONTRACTOR shall deliver product as bid in response to City's Request for Quote No. 18-19-004A attached hereto and made a part of this AGREEMENT.
2. The effective period of this AGREEMENT is from July 1, 2018 through June 30, 2019 and may be renewed annually thereafter for up to two (2) more years subject to approved budgeted appropriations.
3. In consideration for CONTRACTOR'S satisfactory performance agreed to herein, CONTRACTOR shall be compensated based upon pricing offered in CONTRACTOR'S BID response. Invoices issued by the Contractor shall be conditioned upon payment by the City to Contractor within 30 days upon receipt of undisputed invoice.

DPC INDUSTRIES, INC.

BY: Herb Tilley  
Herb Tilley  
Account Manager

8/7/2019  
Date

CITY OF LAS CRUCES

BY: Chenyu "Alex" Liu  
Chenyu "Alex" Liu  
Purchasing Manager

8/12/19  
Date

APPROVED AS TO FORM

[Signature] 8/12/2019  
City Attorney

Requisition No. TBD

# Exhibit A



INVITATION TO QUOTE

TITLE	DUE DATE/TIME
Sulfur Dioxide	June 2, 2018 @ 12:00p.m.

Quote Submitted by: DPC INDUSTRIES, INC.

(Company)

Quote Form

Receipt of Addenda Nos. 0 is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 7 days

Pricing for this quote is effective through 6/22/2019 (price agreements are effective for one year from date of award)

NM Tax & Revenue Department CRS # 02-131741-00-0

Current NM Secretary of State Business ID # 1430586 (corporations only)

Current CLC Business Registration # \_\_\_\_\_ (for businesses residing with Las Cruces city limits)

NM Resident Certificate from NM Tax and Revenue Department enclosed  Yes  No

NM Resident Veteran Certificate from NM Tax and Revenue Department enclosed  Yes  No

Fed I.D. #75-1481408 (mandatory for all respondents)

In compliance with the Quote Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

I (we) further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register Rules and Regulations.

COMPANY NAME & ADDRESS:

DPC INDUSTRIES, INC.  
P.O.Box 9155AMF (3501 2nd Street SW 87105)  
Albuquerque, NM 87119-9155  
505-877-3883  
Phone 505-877-1433  
Fax

Alan Moss, Sales Manager  
 Typed or Printed Name of Authorized Representative & Title  
Alan Moss 6/22/18  
 Signature Date  
amoss@dxgroup.com  
 Email

**QUOTE ITEMS**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>BRAND/MFR NAME</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	One-Ton Sulfur Dioxide Containers	50 ea.		\$800.00Ea. (\$0.401b.)	\$40,000.00
2.	Demurrage charge after loan expires (specify per delivery, day, week, one-time charge, etc.)				

(REQUIRED) TOTAL QUOTE \$ 40,000.00

**PRICE INCREASES:**

All prices quoted shall be firm and fixed as quote for one year of the agreement. Pass-through price adjustments will be accepted after one year and on a yearly basis thereafter, provided said adjustments(s) are submitted in writing with thirty (30) calendar days advance notice and are accompanied by written documentation of the manufacturers price increase. Price adjustment requests shall be sent to the named buyer.

**PRICE DECREASES:**

If the offeror receives any cost decrease from the supplier of the goods sold to the City through a contract resulting from this request, the offeror shall notify the City within 24 hours of such decrease and pass such decreases to the City immediately.

# **CITY OF LAS CRUCES**

## **Sulfur Dioxide Price Agreement**

### **I. INTRODUCTION**

The City of Las Cruces is soliciting a quote to enter into a price agreement for the purchase of one-ton Sulfur Dioxide containers. The quantities listed are estimated usage only, and orders will be placed on an as-needed basis. The price agreement resulting from this solicitation will be for a base period of one (1) year, with the option to renew for two (2) additional one-year terms at the discretion of the City, pending mutual written agreement between the parties.

The contract terms/conditions of the price agreement resulting from this quote solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City of Las Cruces is not subject to any obligation or responsibility regarding such extension.

### **II. SCOPE OF SERVICES**

1. Contractor shall supply an estimated annual quantity of 50 full one-ton containers of sulfur dioxide at the Jacob Hands Wastewater Treatment Facility, JHWWTF. The City shall be billed for actual sulfur dioxide requested and delivered.
2. There shall be a 60-day free loan of all containers.
3. The City is anticipating using an estimated average of one container every week. The supplier shall be required to replace empty containers as requested by the City. Plant personnel shall tag empty containers. The delivery schedule can be negotiated to suit the needs of the City and if possible, the supplier.
4. The supplier shall be responsible for loading and unloading containers during delivery using supplier-furnished equipment.
5. The supplier will be liable for damages incurred due to faulty or improperly filled cylinders.
6. Within two (2) months after contract commences, supplier shall provide at least two (2) hours of training on safe handling and regulatory compliance for sulfur dioxide.
7. Contractor will need to provide \$1,000,000 (One Million Dollars) General Liability Insurance with the City named as an additional named insured with the same coverage as the CONTRACTOR. A copy of endorsement for this coverage must be provided as a condition of this Agreement.

### **III. SPECIFICATIONS FOR ONE-TON SULFUR DIOXIDE (SO<sub>2</sub>) CONTAINERS**

All containers, fuse plugs and valves shall be delivered in operable condition where they have been inspected and serviced per OSHA Standards. Containers or equipment determined to be inoperable by the City shall be replaced at no cost to the City.

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

**The City may extend the purchase of goods under this Bid at the option of the City for a period of four (3) years from the date of the executed purchase order, subject to the agreement of the offeror.**

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

**Price Escalation:**

This offer may be considered for escalation under the following conditions:

- A. Offered prices will be firm through June 30, 2019 and subject to escalation as allowed herein.
- B. All requested price increases shall be accompanied by a certified letter from the offeror's supplier showing the price increase to the offeror and providing the basis for the requested escalation, such as fuel increases or other demonstrable circumstances.
- C. All invoices of the offered items, from suppliers to the offeror, shall be subject to auditing by the City and furnished without delay upon request.
- D. The City reserves the right to cancel a contract resulting from this request and solicit a new contract if in the City's judgment the escalated price is above the current open market price for the same commodity. Cancellation of the contract shall not affect any outstanding orders.
- E. All approved price changes resulting from this escalation clause shall be firm for a period of ninety (90) calendar days after acceptance in writing by the City.
- F. The offeror shall be limited to a maximum of two price escalations per year from the date indicated below (subject to item E of this paragraph) unless otherwise specified in this request.
- G. If the offeror receives any price de-escalations from the supplier of goods sold to the City through a contract resulting from this request, the offeror is responsible for notifying the City within twenty four (24) hours of such de-escalations and passing those price changes on to the City immediately.