

Emergency Procurement Request

Camino Real Regional Utility Authority is requesting the Purchasing Department for an emergency procurement of **DiMar Emergency Call Out System and Notification System**.

Written authorization from Executive Director:

Approved via email, February 07, 2024 at 5:24 PM MST, attached.

Written justification of the basis for the emergency:

13-1-127. Emergency procurement; required conditions; limitations; notice.

A. The state purchasing agent or a central purchasing office may only make an emergency procurement when the service, construction or item of tangible personal property procured:

(1) is needed immediately to:

(a) control a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event; or

(b) plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event; and

(2) cannot be acquired through normal procurement methods

This emergency is for Well 2 and Well 3 and affects CRRUA staff and nearby residents of Tierra Madre. Chemical chlorination detection system (PureOPs) will prompt a call out (DiMar System) to CRRUA personnel and Local Fire Departments to give notice of the hazard and requirement to show up in hazmat suits, if there is a leak detected. Well 2 & 3 house a treatment facility where there are 2 - 100lb – 100% chlorine gas tanks. Inhalation of the chlorine gas will kill an operator instantly. If gas were to continue leaking without the leak being addressed, it would affect Tierra Madre subdivision which is less than half mile from well sites. Well 2 and 3 are equipped with a chlorine detection system from Pure Ops and an Alarm Call out system from Dimar that work conjunction to advise both CRRUA personnel and emergency response personnel of potentially hazardous situations.

Selection of the particular vendor:

The Camino Real Regional Utility Authority is requesting the procurement of services provided by Dimar as an emergency procurement. Dimar provides an emergency call out system that works in conjunction with the Pureops system. CRRUA reached out to PureOps to confirm the Dimar systems works with their system, currently CRRUA uses Dimar call out system throughout its Utility system. The costs related to changing the system to run on a product other than Dimar would exceed the amount requested for this emergency procurement. The cost of the emergency services shall not exceed \$29,251.95. CRRUA will research to join 1GPA Co-op to procure these services in the future that is how local school districts are procuring services with this vendor.

To: Procurement File

Date: 2/9/2024

From: Michael Perez, Purchasing Manager

Subject: Emergency Procurement Determination

MP

FIRE ALARM SERVICE & REPAIR PROPOSAL

Proposal Submitted To:

Service Location:

Camino Real Regional Utility Authority 4950 McNutt Rd SUNLAND PARK, NM 88063	Camino Real Regional Utility Authority 4950 McNutt Rd SUNLAND PARK, NM 88063
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Attention: Ernie Carranza - Lead Operator

Proposal Number: Q00075802

Phone: _____

Proposal Date: 2/8/2024

Email: _____

Email approval to: _____

Scope of Work

This Quote is to install 2 fire alarm systems in Well 2 and Well 3 to monitor the gas system. This are 2 separate systems that will require 2 separate monitoring accounts. Electrical Contractor provided by others to install all conduit, boxes and supports where needed. Electrical contractor to provide 120v power for the fire alarm panels

CUSTOMER MUST SIGN A MONITORING CONTRACT WITH DIMAR TO PUT THIS SERVICE INTO EFFECT. 1 0.00
0.00T 03-NOTE1 ELECTRICAL CONTRACTOR TO PROVIDE ALL CONDUIT, BACK BOXES, 120V CIRCUITS AND
CEILING SUPPORTS WHERE NEEDED . NOTE12 THIS QUOTE EXCLUDES ANY AND ALL DEMOLITION WORK.
NOTE5 THIS QUOTE EXCLUDES ANY AND ALL PAINTING, PATCHING, CAULKING, OR CORE DRILLING OF ANY
KIND. NOTE4 IF CUSTOMER OR LOCAL FIRE MARSHAL REQUIRES ANY ADDITIONAL EQUIPMENT, A CHANGE
ORDER WILL BE ISSUED AND APPROVED PRIOR TO INSTALLING SAID EQUIPMENT.

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
FL-ES50X	Fire-Lite Addressable Fire Panel	2	\$ 1,964.77	\$ 3,929.54
SSU-00690	Document Box with Lock & Key , Red Can	2	\$ 175.73	\$ 351.46
DK-120HW	DITECH 120V SURGE PROTECTOR	2	\$ 85.48	\$ 170.96
FL-SD365	Firelite Addressable Photo Detector With Base	2	\$ 171.99	\$ 343.98
GW-B300-6	Gamewell 6" Base White	2	\$ 15.00	\$ 30.00
FL-BG12LX	Fire-Lite Addressable Pull Station	2	\$ 220.48	\$ 440.96
SS-P2RL	System Sensor 2 Wire Horn/Strobe Red Wall Mount	2	\$ 128.23	\$ 256.46
SS-P2RK	SYSTEM SENSOR 2 WIRE HORN/STROBE RED WALL	2	\$ 155.61	\$ 311.22

MMF-302-6	Six Input Monitor Module	2	\$ 730.78	\$ 1,461.56
BB-2f	Fire-Lite BB-2F Cabinet for One or Two Multi-	2	\$ 125.98	\$ 251.96
WIRE 16/2	16/2 FPLP WIRE RED/PER FOOT	1	\$ 209.98	\$ 209.98
WIRE 14/2	14/2 FPLP WIRE Yellow	1	\$ 316.38	\$ 316.38
Design Labor-Jobs	Design Labor-Jobs	1	\$ 1,500.00	\$ 1,500.00
INSTALL-Alarm-LA	Engineer Fee	1	\$ 600.00	\$ 600.00
INSTALL-Alarm-LA	Installation-Alarm-Labor Installation, Programing	80	\$ 135.00	\$ 10,800.00
LaborTravel	Labor: Travel 2 techs 4 days travel round trip	16	\$ 70.00	\$ 1,120.00
MileageFee	Mileage Fee 4 separate trips	372	\$ 0.63	\$ 234.36
Materials	Material Bolts, Nuts , Tape, Wire nuts.	1	\$ 200.00	\$ 200.00
INSTALL-Alarm-LA	Installation-Alarm-Labor (Project Management)	8	\$ 135.00	\$ 1,080.00
1212 BAT	12 VOLT, 12 AMP BATTERY	4	\$ 117.60	\$ 470.40
AD-TG7FSV	Telguard 5G LTE-M Universal Commercial Fire Alarm	2	\$ 707.94	\$ 1,415.88
FireAlarmMonitoring	Fire Alarm System Monitoring Well 2 Annual cost	12	\$ 62.99	\$ 755.88
FireAlarmMonitoring	Fire Alarm System Monitoring Well 3 Annual cost	12	\$ 62.99	\$ 755.88

Subtotal \$ 27,006.86

PAYMENT TERMS: Net30

Tax \$ 2,245.09

Total \$ 29,251.95

Exclusions

After hours' labor, any additional parts or services not outlined above, drywall repair

The remainder of this page has intentionally been left blank.

Additional Terms and Conditions

ACCEPTANCE: This agreement, when signed by the Customer, becomes a contract between the Customer and Dimar Fire+Security, a division of Metro Fire+Security. Dimar Fire+Security and Metro Fire+Security are hereinafter referred to as "Dimar". The Customer agrees to furnish and be responsible for access to a safe and habitable workspace for Dimar to perform its responsibilities.

ADDITIONAL EQUIPMENT: In the event additional equipment is installed after the date of this agreement, the annual inspection charge shall be negotiated in accordance with Dimar's prevailing rates. The quantity list may not be inclusive. Upon inspection or in the course of work, if the quantity list changes, then the price may be changed accordingly.

PRICE AND PAYMENT: Any failure to pay any amount when due and payable according to the terms of this agreement shall be deemed to be an event of default ("Event of Default"). Upon the occurrence of an Event of Default, the entire balance shall become due and payable, and the balance shall accrue interest at 2% per month, 24% per annum from date of invoice until paid. In the event it becomes necessary to employ an attorney or collection agency to collect any amount due, it is agreed by and between the parties that the Customer shall be liable for attorney's fees and/or collection costs, plus any court costs incurred. It is further agreed by and between parties hereto that that title to the property herein described shall remain in Dimar, until such time as the Customer has fully performed and paid all amounts due herein. It is further agreed that Dimar shall have the statutorily allotted time within which to perfect any materialmen or mechanic's lien it may deem necessary in order to protect its interests described herein. Upon breach of the contract by the Customer, Dimar has the right to retrieve the property and enter Customer's premises in order to effectuate its rights. CUSTOMER ACCEPTS RESPONSIBILITY FOR PAYMENT AND ANY LIABILITY ASSOCIATED THEREWITH, AND SUCH LIABILITY IS NOT ASSIGNABLE OR TRANSFERABLE WITHOUT THE EXPRESS WRITTEN CONSENT FROM Dimar.

WARRANTY: Dimar does not warranty any goods or equipment independent of any manufacturer's warranty. Dimar warrants that the services provided hereunder will be performed in accordance with the generally accepted industry standards and practices. There are no other warranties expressed or implied in the connection with the sales of goods or services under this contract. Dimar makes no other promises or implied warranties beyond these terms and makes no warranty of merchantability or fitness for a particular purpose, and any and all such warranties are expressly waived under this agreement.

LIMITATION OF LIABILITY: Customer agrees that Dimar's liability whether in contract, in tort, under any warranty, in negligence or otherwise, and Customer's remedy or damages shall be limited to the return of the amount of the purchase price paid. NOTWITHSTANDING THE FOREGOING, Dimar SHALL NOT BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE, OR EXPENSES HOWEVER ARISING, WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE. CUSTOMER ACKNOWLEDGES THAT THE PRICE STATED FOR GOODS OR SERVICES PROVIDED, IS BASED UPON AND IN CONSIDERATION OF LIMITING Dimar'S LIABILITY.

INDEMNIFICATION FOR CLAIMS BY THIRD PARTIES: IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST Dimar OR ITS ASSIGNEES OR SUBCONTRACTORS FOR ANY REASON RELATING TO Dimar'S PERFORMANCE, DUTIES AND OBLIGATIONS PURSUANT TO THIS AGREEMENT, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS Dimar FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND COSTS), WHETHER SUCH CLAIMS OR LAWSUITS ARE BASED UPON ALLEGED RECKLESSNESS, ACTIVE OR PASSIVE NEGLIGENCE, EXPRESS OR IMPLIED WARRANTY, CONTRIBUTION OR INDEMNIFICATION OR STRICT OR PRODUCT LIABILITY ON THE PART OF Dimar, ITS AGENTS, SERVANTS, ASSIGNS OR EMPLOYEES.

HOLD HARMLESS: Customer assumes responsibility for and agrees to hold Dimar harmless from all actions, contract or other duty assumed by or the responsibility of Customer or any third party in connection with goods or services provided under this contract.

INSURANCE: Customer acknowledges and agrees that Dimar is not an insurer and that the Customer shall at its own expense provide for any and all fire-related insurance. Dimar shall not be responsible for any claims of the Customer or any third party for any loss or damage that is insured or is required to be insured, or is insurable by the Customer.

NOTICES: Any notice given pursuant to this contract shall be in writing to the other party and sent by certified mail, postage prepaid, return receipt requested to the appropriate party as outlined at the addresses set forth in this contract.

NOTICE OF CLAIM: Customer agrees to give Dimar prompt notice, confirmed in writing within fifteen days of discovery, of all actions, claims, losses, accidents, malfunctions, or damages arising out of the sale, installation, operation or failure of the goods or services. Any cause of action arising out of the goods or services provided, whether in contract, tort, or otherwise, must be filed within ninety days after the date of services as evidenced by Dimar's invoice.

SEVERABILITY: If any term, covenant, condition or provision of the contract, or the application thereof to any circumstances, shall, at any time or to any extent, be determined by a court or competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Contract, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.


GOVERNING LAW: All questions relating to the validity, interpretation or performance of this contract shall be determined in accordance with the laws of New Mexico.

OWNERSHIP: CUSTOMER ACKNOWLEDGES THAT IT IS THE OWNER OR OWNER'S AGENT FOR ALL EQUIPMENT INSPECTED, SERVICED, OR MAINTAINED UNDER THIS CONTRACT AND THAT IT ASSUMES ALL RESPONSIBILITY TO ENSURE THAT ANY DEFICIENCIES OR IMPAIRMENTS SHALL BE REPAIRED, OR REPLACED OR REMOVED IN A TIMELY MANNER.

Proposal Acceptance

Dimar Fire+Security is hereby authorized to perform the service and/or maintenance of equipment as described above. The above prices, specifications, and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Presented by **DiMAR Fire+Security**
Name Robert Martinez
Title Alarm Dept Manager
Date 2/8/2024

Accepted by: 
Name: Juan Carlos Crosby
Title: interim director
Date: 2-9-2024

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Home (/) > Shopping Cart

Shopping Cart

Cart Subtotal (117 items): \$48,801.20

PROCEED TO CHECKOUT (CHECKOUT.ASP?STEP=1)

- ITEMS PRICE QTY TOTAL
-



(https://www.servapure.com/Aquafine-327122-010-Seal-Kit-10-Pack_p_14101.html) Aquafine 327122-010 Seal Kit, 10 Pack
(https://www.servapure.com/Aquafine-327122-010-Seal-Kit-10-Pack_p_14101.html) ✕ Delete

\$511.88 Update Cart \$511.88



(https://www.servapure.com/Trojan-327122-Seal-Kit-UV3P_p_13352.html) Trojan 327122, Seal Kit, UV3+P
(https://www.servapure.com/Trojan-327122-Seal-Kit-UV3P_p_13352.html) ✕ Delete

\$47.70 Update Cart \$2,385.00



(https://www.servapure.com/Trojan-UV-Lamp-794447-0RD-UV-Lamp-Angle-Base-GA64T6HE_p_13804.html) Trojan UV Lamp 794447-0RD UV Lamp, Angle Base, GA64T6HE (https://www.servapure.com/Trojan-UV-Lamp-794447-0RD-UV-Lamp-Angle-Base-GA64T6HE_p_13804.html) ✕ Delete

\$695.52 Update Cart \$45,904.32

Subtotal (117 items): \$48,801.20

Order Summary

Subtotal	\$48,801.20
TOTAL	\$48,801.20

PROCEED TO CHECKOUT (CHECKOUT.ASP?STEP=1)

Apply Coupon

If you have a promotion code enter it here.

APPLY

FREE GROUND SHIPPING

Free UPS Ground Shipping On Orders Over \$150.00 to Anywhere Inside the Contiguous 48 United States. Some exclusions may apply.

Valid from: 1/1/2016 - 1/1/2029

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Enter zip code to calculate shipping.

CALCULATE[← Continue Shopping \(https://www.servapure.com/product.asp?itemid=14101\)](#)

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Bulk, 1.0 cu ft**<http://www.servapure.com/product.asp?itemid=7722>**\$210.00****SELECT OPTIONS**<http://www.servapure.com/product.asp?itemid=7722><http://www.servapure.com/product.asp?itemid=1817>**Pentek 151122, EPDM O-ring for BB
Big Blue Housings**<http://www.servapure.com/product.asp?itemid=1817>**\$4.91****SELECT OPTIONS**<http://www.servapure.com/product.asp?itemid=1817><http://www.servapure.com/product.asp?itemid=1593>**Pentek 155358-43, DGD-5005-20,
4.5\"/>**<http://www.servapure.com/product.asp?itemid=1593>**\$27.65****SELECT OPTIONS**<http://www.servapure.com/product.asp?itemid=1593><http://www.servapure.com/product.asp?itemid=1593>**Serv-A**<http://www.servapure.com/product.asp?itemid=1593>

Water Purification Systems



Water Filtration Accessories



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Serv-A-Pure Company
6780 Westside Saginaw Rd.
Bay City, MI 48706 USA

<https://maps.app.goo.gl/GbAuRoPxAZ5G9VbL6>

1-800-338-4905 (tel:1-800-338-4905) | 1-989-892-7745 (tel:1-989-892-7745)

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*Regional Water & Wastewater
Service Provider*

*4950 McNutt Rd., P.O. Box 429
Sunland Park, NM 88063
Office: (575) 589-1075*

Date 02/07/2024

Name DAC Finance Dept

Subject: DIMAR Emergency Call Out Alarm System for CRRUA Well 2 and Well 3

CRRUA is requesting the purchase of DIMAR Emergency Call Out Alarm System for CRRUA Well 2 and Well 3 from DIMAR for Well 2 and Well 3. These items are an emergency purchase for the safety and well-being of CRRUA employees and the Sunland Park Community. The DIMAR Emergency Call Out Alarm System for CRRUA Well 2 and Well 3 is a requirement from the City of Sunland Park Fire Marshall's Office per 2021 IFC Fire Code from his on-site safety inspection.

Note: Dimar System not to be confused with the previously connected PureOps Chlorination Detection System. The 2 system will work together. PureOps is the Chemical Detect and Dimar is the Emergency Call Out System and Notification System

Thank you,

A handwritten signature in black ink, appearing to read "Juan Carlos Crosby", with a stylized flourish at the end.

Juan Carlos Crosby
Acting Director

From: [Juan Carlos Crosby](#)
To: [Michael Perez](#); [Eric Lopez](#)
Cc: [Hilda Gonzalez](#); [Mary DeAvila](#)
Subject: RE: PureOps Memo_well 2 and 3_JC.pdf
Date: Friday, February 9, 2024 2:02:59 PM
Attachments: [Quote for Well 2-3 Fire Alarm \(003\).pdf](#)
[0772_001.pdf](#)

Hi Mike,
Please see attached Quote from Dimar.

For previous email request I have added PO's to show Dimar is CRRUA's Alarm Service that is used for the North Wastewater Treatment Plant Belt Press Fire Alarm and Call Out System (see attached pdf 0772_001).

Thanks,
JC

From: Michael Perez <michaelpe@donaanacounty.org>
Sent: Friday, February 9, 2024 1:49 PM
To: Juan Carlos Crosby <juancarlosc@donaanacounty.org>; Eric Lopez <bfacilityops@comcast.net>
Cc: Hilda Gonzalez <hildag@donaanacounty.org>; Mary DeAvila <maryd@donaanacounty.org>
Subject: RE: PureOps Memo_well 2 and 3_JC.pdf

Hey JC the email from Robert at Dimar did not come through to me could you please send me the quote

From: Juan Carlos Crosby <juancarlosc@donaanacounty.org>
Sent: Friday, February 9, 2024 1:45 PM
To: Michael Perez <michaelpe@donaanacounty.org>; Eric Lopez <bfacilityops@comcast.net>
Cc: Hilda Gonzalez <hildag@donaanacounty.org>; Mary DeAvila <maryd@donaanacounty.org>
Subject: RE: PureOps Memo_well 2 and 3_JC.pdf

Hi Mike,
Will do. Let me get paper work and back up invoices.

Thx
Jc

From: Michael Perez <michaelpe@donaanacounty.org>
Sent: Friday, February 9, 2024 1:28 PM
To: Juan Carlos Crosby <juancarlosc@donaanacounty.org>; Eric Lopez <bfacilityops@comcast.net>
Cc: Hilda Gonzalez <hildag@donaanacounty.org>; Mary DeAvila <maryd@donaanacounty.org>
Subject: RE: PureOps Memo_well 2 and 3_JC.pdf

Hi JC could you send me the language for Dimar where you said CRRUAs system all have the Dimar

system

From: Juan Carlos Crosby <juancarlosc@donaanacounty.org>
Sent: Thursday, February 8, 2024 9:45 PM
To: Michael Perez <michaelpe@donaanacounty.org>; Eric Lopez <bfacilityops@comcast.net>
Cc: Hilda Gonzalez <hildag@donaanacounty.org>; Mary DeAvila <maryd@donaanacounty.org>
Subject: Re: PureOps Memo_well 2 and 3_JC.pdf

Mike,

Sorry for confusion, will clear up in the morning, will get invoices from Mary and go over. Copy I sent over of emergency memo was from December that I was thinking you were needing , but there is only one emergency memo that was required for pure ops for well 2 and 3 for install of chemical detection system .

Thx

Jc

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From: Michael Perez <michaelpe@donaanacounty.org>
Sent: Thursday, February 8, 2024 5:59:32 PM
To: Juan Carlos Crosby <juancarlosc@donaanacounty.org>; Eric Lopez <bfacilityops@comcast.net>
Cc: Hilda Gonzalez <hildag@donaanacounty.org>; Mary DeAvila <maryd@donaanacounty.org>
Subject: FW: PureOps Memo_well 2 and 3_JC.pdf

Selection of the particular vendor:

The Camino Real Regional Utility Authority is requesting the procurement of services provided by PureOps as an emergency procurement. Pureopes notifies Dimars to send an emergency call out notification when a leak is detected. JC why are we going with pureops I know the last emergency pureops was the only authorized reseller for the specific products we needed why must we go with pureops on this is it the same reason. We need to document what procurement steps were taking to resolve this issue. Maybe we need to put out a bid for well parts and service. Mr Lopez could you assist us with the language on this bid?

From: Juan Carlos Crosby <juancarlosc@donaanacounty.org>
Sent: Thursday, February 8, 2024 4:58 PM
To: Michael Perez <michaelpe@donaanacounty.org>
Subject: PureOps Memo_well 2 and 3_JC.pdf

Thank you for your submission.
The procurement will be reviewed by one of our buyers.
In the future, any amendment to a sole source contract that adds to or changes or impacts in any way any of the terms and conditions listed below (which are set forth in statute, see Section 13-1-126.1. NMSA 1978), the sole source must be reposted for a new, additional 30 day period.

- if the parties to the proposed contract change;
- if the nature and quantity of the service, construction or item of tangible personal property being contracted for, changes; and
- if the contract amount changes.

Print

Agency : C0009 - DONA ANA COUNTY
Procurement Number : 40-C0009-24-EM011
Next Step : REVIEW
Uploaded Files : Emergency Determination: 3. Emergency Procurement Request - CRRUA Dimar.pdf
Completed date : Friday, February 9, 2024 5:00 PM
Completed by : Michael Perez

