

Emergency Procurement Request

Dona Ana County is requesting the Purchasing Department for an emergency procurement of **a Belt Press for Camino Real Utility Authority from Ovivo USA, LLC.**

Written authorization from Executive Director:

Approved via email, August 13, 2024 at 1:03 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

Emergency order for Camino Real Regional Utility Authority (CRRUA), directly impacts CRRUA staff and residents of the CRRUA system. According to Executive Director Juan Carlos Crosby, the current belt press is failing, and needs to be repaired as soon as possible. On 8/9/2024 CRRUA operators discovered tear on Belt Press. The belt press processes approximately 10,000 tons daily of sludge daily and cannot be down for more than a week without affecting the effluent discharged. CRRUA received notification from Level 4 Water Operator Eric Lopez that Belt Part needs immediate replacement to keep operations of sludge processing and if repairs are not done immediately it would lead to more expenses in treatment.

Selection of the particular vendor:

The Camino Real Regional Utility Authority is requesting the procurement of goods and services provided by Ovivo USA, LLC as an emergency procurement. Pursuant to NMSA 13-1-125.C. CRRUA attempted to get two quotes to establish best obtainable price, Applied Products Group, LLC was notified on 8/11/2024 and quote was provided on 8/13/24 the price was slightly less (\$261.05) but the lead time was approximately three weeks out. Also APG shipping was estimated at \$700.00 it could be more. Both quotes are attached for reference, as stated above if not repaired immediately the cost will increase, CRRUA does not want to risk damaging equipment so has chosen to procure the parts from Ovivo USA, LLC.

To: Procurement File

Date: 8/16/2024

From: Michael Perez, Purchasing Manager *MP*

Subject: Emergency Procurement Determination



*Regional Water & Wastewater
Service Provider*

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

Date: 08/13/2024

To: Doña Ana County Finance Department, Mike Perez

Re: Emergency Procurement Request for Belt Press (North WWTP)

CRRUA is requesting the emergency purchase for Belt Press Parts for the CRRUA North Wastewater Treatment Facility. On 8/9/2024 CRRUA operators discovered tear on Belt Press. This belt press process approximately 10,000 tons daily of sludge daily and cannot be down for more than a week without affecting the effluent discharged. I have attempted to get 2 quotes, 2nd Vendor was notified on 8/11/2024 and quote has not been provided due to vendor needing more time to research information. I have received notification that from Level 4 Water Operator Eric Lopez that Belt Part needs immediate replacement to keep operations of sludge processing and by not getting repairs done in a quickly manner would lead to more expenses in treatment. Attached below you will see back up documentation.

Sincerely,

A handwritten signature in black ink, appearing to read "Juan Carlos Crosby", written over a horizontal line.

Juan Carlos Crosby

Interim Executive Director

CRRUA

Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, UT 84123
Phone: (801)931-3000
Fax: (801)931-3080
www.ovivowater.com

Exhibit: A Quote 1



Quotation

QSAW005104

Contact Name: Ernesto Carranza

Customer:	102471	Ship To:
Ernesto Carranza Camino Real Regional Utility Authority PO Box 429 Sunland Park NM 88063 USA		CAMINO REAL REGIONAL UTILITY AUTHORITY 4950 MCNUTT ROAD SUNLAND PARK NM 88063 USA

Phone: 575-589-1075

Fax:

Delivery Terms	Billing Terms	Quote Date	Expiration Date	Customer RFQ No	Customer Currency
	Net 30 days	8/12/2024	9/11/2024		USD
Quantity	Item	Lead Time	Unit Price	Net Price	Extended Price
1.000	EA 599-104 BELT,LOWER,S418,BFP,1.2Mx13.10M	4-6WKS	2,103.87	2,103.87	2,103.87
1.000	EA 000001EXPEDITE EXPEDITE/RUSH PREMIUM	3-4DAYS	2,476.00	2,476.00	2,476.00
EXPEDITE FEE - 1-2 DAY MANUFACTURING AND NEXT DAY SHIPPING.					

PROVIDED BY: RUDY MORRISON

Ovivo USA, LLC

(P) 512-652-5843

rudymorrison@ovivowater.com

REVISED FOR ITEM & PRICING 8/13/2024

QUOTE VALID 30 DAYS. GROUND FREIGHT ALLOWED TO SHIPPING ADDRESS SHOWN. LEAD TIMES SHOWN ARE ESTIMATED WORK DAYS TO SHIP. SUBJECT TO PRIOR SALE. NO INSTALLATION INCLUDED.

IMPORTANT - SALES TAX WILL BE ADDED TO ALL ORDERS AT INVOICING UNLESS OVIVO HAS CUSTOMER'S VALID SALES TAX EXEMPTION CERTIFICATE ON FILE FOR SHIPPING ADDRESS SHOWN.

***NOTE: Please verify shipping address and contact information above, customers will be invoiced for all costs associated with undeliverable orders. Current supply chain issues may cause disruptions in our normal business practices and capacities. Any schedule statement made by Ovivo at this time are our best estimate and are subject to change.

Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, UT 84123
Phone: (801)931-3000
Fax: (801)931-3080
www.ovivowater.com



Quotation

QSAW005104

Contact Name: Ernesto Carranza

Customer: 102471		Ship To:
	Ernesto Carranza Camino Real Regional Utility Authority PO Box 429 Sunland Park NM 88063 USA	CAMINO REAL REGIONAL UTILITY AUTHORITY 4950 MCNUTT ROAD SUNLAND PARK NM 88063 USA

Phone: 575-589-1075

Fax:

Delivery Terms	Billing Terms	Quote Date	Expiration Date	Customer RFQ No	Customer Currency
	Net 30 days	8/12/2024	9/11/2024		USD

Quantity	Item	Lead Time	Unit Price	Net Price	Extended Price
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Sale Amount: 4,579.87

Sales Tax: 0.00

Total Amount: 4,579.87

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in *pdf, jpg or tiff* format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to

receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be exclusively determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules") including, if appropriate, the Procedures for Large, Complex Commercial Disputes. The seat or place of arbitration shall be Salt Lake City, Utah. The arbitration shall be conducted and the award shall be rendered in English. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent(s) of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. If more than one arbitration is commenced under this Agreement and any party contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator selected in the first-filed proceeding shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before that arbitrator. The Parties are bound to each other by this arbitration clause. Each related party may be joined as an additional party to an arbitration involving other parties under this Agreement. The award rendered by the arbitrator shall be final, non-appellable and binding on the parties and may be entered and enforced in any court where a party or its assets is located. Each party shall be responsible for its own attorney fees and other legal costs associated with the dispute resolution process.

22. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

23. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

24. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

25. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

26. LIMITATION ON LIABILITY, TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY, NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

27. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (www.ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

28. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

29. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

30. BONDS. Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of the contract.

31. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

REVISED – April 2024

From: [Juan Carlos Crosby](#)
To: [Stacy Yoder](#)
Subject: North Plant Belt Press_Belt and Parts
Date: Sunday, August 11, 2024 9:36:00 PM
Attachments: [North Plant Belt Press_Belt and Parts.docx](#)

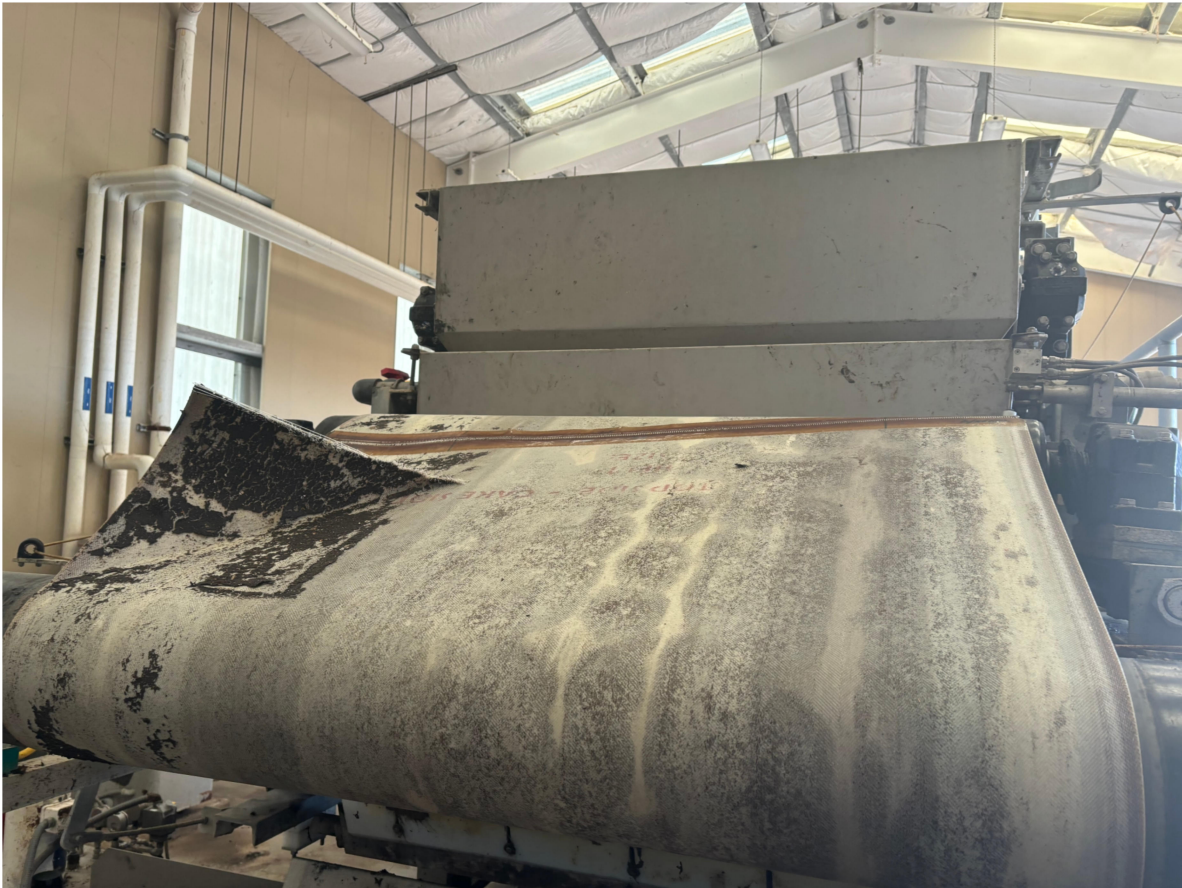
Hi Stacy,

I will get the name of the manufacturer for the Belt Press tomorrow. Please let me know APG is able to provide a quote.

Thx

jc

Exhibit C: North WWTP Belt Press Tear





Applied Products Group, L.L.C.
1042 Willow Creek Road
Suite A101-464
Prescott, Arizona 86301
480.595.9739

Proposal

SBKYQ5616

To:

Juan Carlos Crosby
CRRUA
4950 McNutt Rd
P.O. Box 429
Sunland Park, NM 88063

Phone: (956) 460-6405

Prepared By:

Stacy Yoder
Sales

Phone: 602/690-1094

Email: syoder@APGwater.com



8/13/2024 Valid For 30 Days

Payment Terms: Net 30 Days

Here is the quote you requested.

Description	Unit Price	Qty	Ext. Price
LOWER BELT - 1.2M WIDE X 13.10M LONG, STYLE E9-0599 (6093)	\$1,475.44	1	\$1,475.44
UPPER BELT - 1.2M WIDE X 22.10M LONG, STYLE E9-0599 (6093)	\$2,143.38	1	\$2,143.38

Totals

Subtotal	\$3,618.82
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$3,618.82

FOB: Factory
LEAD TIME: APPROX. 3 WEEKS ARO
QUOTE VALID: 30 DAYS
CC-3.5%
Tax- Not Included- All sales taxes are responsibility of CRRUA
Shipping Estimated cost \$700

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 :	50-C0009-24-EM088
Next Step :	REVIEW
Uploaded Files :	Emergency Determination: Emergency Procurement Request - DAC KUBL Group LLC.pdf
Completed date :	Tuesday, July 30, 2024 8:39 AM
Completed by :	Michael Perez



From: GSD.SPDInfo@state.nm.us
To: [Michael Perez](#)
Subject: State of New Mexico :: Sole Source / Emergency Submission
Date: Friday, August 16, 2024 11:35:01 AM

Greetings,

Your Sole Source/Emergency Procurement request has been SUCCESSFULLY SUBMITTED and is pending State Purchasing Division approval for posting to the GSD Website. Once approved, you will receive an email notification advising that your request has been posted. Please keep the document number referenced below in a convenient place. You will need this number to search the Sole Source/Emergency website for status updates to your request.

Document Number ID: 50-C0009-24-EM105

For Sole Sources:

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.

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

Please email all inquiries to: GSD.SPDInfo@state.nm.us.

Sincerely,

General Services Department

State Purchasing Division