

Emergency Procurement Request

Doña Ana County is requesting the Purchasing Department for an emergency procurement of **goods and services for Detention Center fire suppression system; services to be provided by Dimar Fire + Security.**

Written authorization from Department:

Approved via email, February 5, 2025 at 11:15 AM MST.

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 Doña Ana County Detention, the emergency directly impacts Inmates and staff of the Doña Ana County Detention located at 1850 Cooper Loop, Las Cruces, NM 88005. The annual fire sprinkler inspection report indicated the following deficiencies: Both inlet and outlet fire sprinkler backflow 6 inch flange by flange OS&Y valves are corroded, the packing has been tightened to its maximum level, the valves have reached the end of their life cycle and must be replaced. Alarm technicians will have to come in to reset the tamper switches on the OS&Y valves. The fire sprinkler backflow must be tested after repairs.

Fire sprinkler system pressure gauges on all fire sprinkler risers have reached the end of their five-year life cycle and must be replaced.

The water motor failed the test. Dimar will trouble shoot and clean the water motor gong assembly and attempt to get it operational.

Selection of the particular vendor:

The Doña Ana County Detention Center is requesting the procurement of services provided by Dimar Fire + Security as an emergency procurement. These services must be completed to pass the remaining Fire Marshall inspection. If not completed in timely fashion, the Detention may run the risk of losing accreditation and is a safety risk to both inmates and staff alike. The County unsuccessfully attempted to retain quotes and services from multiple vendors including Freedom Southwest, Fire Tech, and Cintas.

None of these vendors were willing or able to provide services to our facility since it is in a Detention setting. Vendor provided reasons ranging from not services provided locally, insurance won't allow it, background check issues, and lack of desire to work our conditions (inmate proximity). It is due these circumstances a emergency procurement is required.

To: Procurement File

Date: 2/7/2025

From: Michael Perez, Purchasing Manager *MP*

Subject: Emergency Procurement Determination



Dona Ana County Detention Memorandum

To: Michael Perez, Purchasing Manager

From: Bryan Baker, Director & Thomas Anderson, Contract Monitor

Two handwritten signatures in blue ink are positioned below the "From:" line. The signature on the left is for Bryan Baker, and the signature on the right is for Thomas Anderson.

Date: 2.5.2025

Subject: Emergency Procurement

Greetings,

We are seeking approval for an emergency procurement for repairs to our Fire Suppression system. We have unsuccessfully attempted to retain quotes and services from multiple vendors including Freedom Southwest, Fire Tech, and Cintas. None of these vendors are willing or able to provide services to us in the Detention setting. We have been given reasons ranging from not services provided locally, insurance won't allow it, background check issues and lack of desire to work our conditions (inmate proximity). We have repairs that are necessary to pass our remaining Fire Marshall Inspection. If we do not do this in a timely fashion, we run the risk of losing accreditation and is a safety risk.

From: [Thomas Anderson](#)
To: [Michael Perez](#)
Cc: [Hilda Gonzalez](#); [Dawn Ybarra](#); [Christina Tayman](#)
Subject: Emergency Procurement
Date: Wednesday, February 5, 2025 11:15:01 AM
Attachments: [2024.12.13 Quote 100406 sprinklers.pdf](#)
[image001.png](#)
[image002.png](#)
[image003.jpg](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[2025.2.5 DIMAR EMERGENCY PROCUREMENT.docx](#)
Importance: High

Michael,

Good morning. Here is the original Quote and Emergency Procurement Memo. I am unable to upload this directly to REQ00002688. The other quote attempts have already been uploaded. Please let us know if you need anything else from us to make this fly. As I mentioned in the memo, this is keeping our Alarm Panel out of compliance, meaning we are unable to finish our Fire Marshall inspection. So, the sooner the better on this project.

Thanks as always!



Tom Anderson
Contract Monitor
Detention Center
Doña Ana County
Office: 575-527-3164
Cell: 218-390-0666
thomasa@donaanacounty.org
www.donaanacounty.org



FIRE SPRINKLER SERVICE & REPAIR PROPOSAL

Prepared For:

Dona Ana County
845 N Motel Blvd
LAS CRUCES, NM 88007

Service Location:

Dona Ana County Detention Center
1850 Copper Loop
LAS CRUCES, NM 88005

Attention: Thomas Anderson - Contract Manager

Phone: _____

Email: _____

Proposal Number: Q00100406

Proposal Date: 12/13/2024

Email approval to: _____

Scope of Work

This quote is based on the annual fire sprinkler inspection at Dona Ana County Detention Center 1850 Copper Loop Las Cruces, NM.

The annual fire sprinkler inspection was completed by Manny E. on 10/02/2024.

The annual fire sprinkler inspection report indicated the following deficiencies:

Both inlet and outlet fire sprinkler backflow 6 inch flange by flange OS&Y valves are corroded, the packing has been tightened to its maximum level, the valves have reached the end of their life cycle and must be replaced.

Alarm technicians will have to come in to reset the tamper switches on the OS&Y valves.

It shall be the responsibility of Dona Ana Detention to turn off the water supply to the fire sprinkler system before the OS&Y valve replacement and then back on after the OS&Y valves have been replaced.

The fire sprinkler backflow must be tested after repairs.

Fire sprinkler system pressure gauges on all fire sprinkler risers have reached the end of their five year life cycle and must be replaced.

The water motor failed the test. Dimar will trouble shoot and clean the water motor gong assembly and attempt to get it operational. If materials are needed for repairs then a quote will follow for those repairs.

This quote is for the above mentioned only including, materials, labor, shipping cost, backflow testing and mobilization.

***Note 1: Quotes are valid for 30 days unless indicated otherwise. After 30 days prices may vary. ***

***Note 2: It shall be the responsibility of others for any painting, patching, or structural repairs. ***

***Note 3: If the system gauges shutoff valves do not shut off water pressure to the gauges (fail to work correctly) then additional time and materials will be added to this quote for the water shut down and new three-way valve assembly. ***

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
OS&Y 6-F/F	OS&Y GATE VALVE 6" FLANGE/FLANGE	2	\$ 1,071.00	\$ 2,142.00
OS&Y BOLT/NUT	BOLT AND NUT FOR 4"-8" OS&Y (K440241P)	4	\$ 62.00	\$ 248.00
3 WAY VALVE	3 WAY GAUGE VALVE 1/4	12	\$ 23.35	\$ 280.20
GAUGE COMM	AIR/WATER GAUGE 300 PSI 1/4" NPT	12	\$ 34.50	\$ 414.00
LaborSprinklerStandar	Service/Repair Labor: Fire Sprinkler Standard Rate	32	\$ 145.00	\$ 4,640.00
SHIPPING	Shipping and handling	1	\$ 260.00	\$ 260.00
FireBackflowAnnualIns	Annual Fire Backflow Inspection	1	\$ 100.00	\$ 100.00
MobilizationFee	Mobilization Fee	3	\$ 70.00	\$ 210.00
LaborAlarmStandard	Service/Repair Labor: Fire Alarm Standard Rate	1.5	\$ 145.00	\$ 217.50
Subtotal \$				8,511.70
Tax \$				399.72
Total \$				8,911.42

PAYMENT TERMS: Net30

PROPOSAL EXPIRATION: 12/6/2024

Exclusions

- During the testing or inspection process, we may identify, discover, or expose defects, deficiencies, or other issues within the systems or equipment that are the subject of the work being performed, or within attached or proximate systems or equipment. While we strive to conduct thorough inspections and provide accurate assessments of any system's condition, Customer agrees that the discovery of defects shall not imply any liability on our part.
- While we will make every reasonable effort to appropriately channel discharged water away from areas of landscaping, decorative pavement, or infrastructure, it is the Customer's responsibility to provide sufficient and readily accessible means to accept the flow of water that may be required by tests as determined by the type of inspection.
- Customer shall provide any interim or temporary fire protection required during shutdown of existing fire protection system.
- Additional items not identified in the scope of work are excluded and would require additional charge. Such items include, but are not limited to: permits, taxes, compliance engine fees (including any changes to said fees after the bid date), changes in inspection frequency, additional devices tested or added, and modified scope of work.

~~After hours labor, any additional parts or services not outlined above, shall remain~~

The remainder of this page has intentionally been left blank.

Terms and Conditions

ACCEPTANCE AND PRICE: This agreement, when acknowledged by the "Prepared for" party above, or their agents or assigns (the "Customer"), becomes a contract between Customer and Dimar Fire+Security, a division of Metro Fire+Security (the "Agreement"). Dimar Fire+Security (also known as Metro Fire Equipment, Inc.) is 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. The price quoted for goods or services shall expire after the expiration date indicated above and may not be honored in subsequent quotes.

ADDITIONAL EQUIPMENT: In the event additional equipment is installed after the date of this Agreement, any additional inspection charge due to the installation of such equipment shall be negotiated in accordance with Dimar's prevailing rates. The quantities listed in the scope above may not be complete. Upon inspection, or in the course of work, if additional equipment that was not included in this Agreement is discovered, then Dimar may test such equipment and adjust the price in accordance with Dimar's prevailing rates.

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, or at the maximum rate allowable by law, from the 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 that Customer shall be liable for attorney's fees and collection costs, plus any court costs incurred. It is further agreed that title to any property herein described and installed or replaced by Dimar (the "Property") shall remain in Dimar, until such time as Customer has fully performed and paid all amounts due herein. Upon breach of the Agreement by 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 EXPRESS WRITTEN CONSENT FROM DIMAR.**

WARRANTY: Dimar warrants that the services provided hereunder will be performed in accordance with generally accepted industry standards and practices. There are no other warranties expressed or implied in connection with the sales of goods or services under this Agreement. Dimar does not warranty any goods or equipment independent of any manufacturer's warranty. 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: The parties hereto recognize that between Dimar and Customer, or Customer's insurer, the latter is in a position superior to Dimar to foresee and evaluate the risk of loss to Customer or others in connection with Dimar's negligent performance or failure to perform any of the obligations under this Agreement. Accordingly, in the event anyone other than Customer makes any claim or files any lawsuit resulting from or associated with (i) failure of the goods or services that are the subject of this Agreement or any related goods or services, (ii) Dimar's negligence (active, passive, or otherwise) or improper or careless activity, or (iii) an indemnification claim, Customer shall notify its property insurer and shall cause its insurer to waive its subrogation rights against Dimar with respect to such loss. This section shall not apply to loss or damage directly caused by Dimar while on or about the service location.

TERM: Unless otherwise specified, this Agreement shall NOT create a recurring contract or on-going responsibility, beyond the term indicated.

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 by the Customer.

NOTICES: Any notice given pursuant to this Agreement 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 Agreement.

NOTICE OF CLAIM: Customer agrees to give Dimar prompt notice, confirmed in writing within fifteen (15) 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 that are the subject of this Agreement or any related 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 (90) days after the date of services as evidenced by Dimar's invoice.

SEVERABILITY: If any term, covenant, condition or provision of the Agreement, or the application thereof to any circumstances, shall, at any time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be determined in accordance with the laws of Arizona.

OWNERSHIP: CUSTOMER ACKNOWLEDGES THAT UNDER NFPA 25, WHICH HAS BEEN ADOPTED IN MOST JURISDICTIONS, IT IS THE OWNER OR OWNER'S AGENT'S RESPONSIBILITY TO ENSURE ALL EQUIPMENT IS INSPECTED, SERVICED, OR MAINTAINED AND 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 Alan Kellejian
Title Estimator
Date 12/13/2024

Accepted by: _____
Name: _____
Title: _____
Date: _____

The remainder of this page has intentionally been left blank.

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-C0009-25-EM022
Next Step : REVIEW
Uploaded Files : Emergency Determination: Emergency Procurement Request - DAC
Dimar Fire + Security.pdf
Completed date : Friday, February 7, 2025 1:31 PM
Completed by : Michael Perez



From: GSD.SPDInfo@state.nm.us
To: [Michael Perez](#)
Subject: State of New Mexico :: Sole Source / Emergency Submission
Date: Friday, February 7, 2025 1:32:06 PM

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-C0009-25-EM022

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