

Emergency Procurement Request

Camino Real Regional Utility Authority is requesting the Purchasing Department for an emergency procurement of services from Rain for Rent to continue pumping sewage water to the Sunland Park WWTP.

Written authorization from Executive Director:

Approved via email, July 6, 2024 at 4:23 PM MST, attached and follow up via email, July 9, 8 2024 at 2:05 PM 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 CRRUA, the emergency directly impacted CRRUA staff, nearby residents of Sunland Park Community. Rain for Rent shall continue pumping sewage water to the Sunland Park WWTP to conduct repairs to the plant in order to prevent further spillage. Please note that invoice repairs will be ongoing until Sunland Park WWTP Lift Station Repairs are completed. In addition, Rain for Rent Pumps are running on fuel motors which required CRRUA to purchase fuel by delivery, CRRUA did not have a contract and the Executive Director gave approval to purchase fuel from Fuel Logic to keep motors running. Invoice is pending waiting for Fuel Logic to return vendor contract

Selection of the particular vendor:

The Camino Real Regional Utility Authority is requesting the procurement of services provided by Rain for Rent as an emergency procurement. Rain for Rent was selected because they are only vendor that I am aware of that offers a complete rent and service option where we can rent the equipment and they set up all items needed. CRRUA does not currently have the capability or equipment necessary to set up items that were done to by-pass the lift station.

To: Procurement File

Date: 7/9/2024

From: Michael Perez, Purchasing Manager *MP*

Subject: Emergency Procurement Determination



Camino Real Regional Utility Authority
PO Box 429 /4950 McNutt Rd
Sunland Park, NM 88063
Telephone: 575-589-1075 Fax: 915-589-1185

To: Mike Perez

Email Only: Mike Perez michaelpe@donaanacounty.org

CC: Eric Lopez bfacilityops@comcast.net, Filiberto Aguirre filibertoa@donaanacounty.org

RE: Sunland Park WWTP Spill Emergency Purchase for Rain for Rent and Fuel Logic

Dear Mr. Mike Perez,

This letter is to inform Dona Ana County procurement that CRRUA had to approve an emergency purchase for Rain for Rent to continue pumping sewage water to the Sunland Park WWTP to conduct repairs to the plant in order to prevent further spillage. Please note that invoice repairs will be ongoing until Sunland Park WWTP Lift Station Repairs are completed. In addition, Rain for Rent Pumps are running on fuel motors which required CRRUA to purchase fuel by delivery, we did not have a contract and I gave approval to purchase fuel from Fuel Logic to keep motors running. Invoice is pending waiting for Fuel Logic to return vendor contract.

Spill Event:

- June 27th 2024 - Sunland WWTP Pump Installed but mechanical & issues persisted despite repair attempts.
- July 3rd 2024 - EPA Letter sent to Ms. Nancy Williams - New Mexico Coordinator NPDES Compliance Section (6EN-WC) Compliance Assurance and Enforcement Division U.S. Environmental Protection Agency Region 6. Notification is to report of sewer spillage.

Attached are the following

- 1) EPA Letter to Ms. Nancy Williams
- 2) EPA REGION 6 NPDES NON-COMPLIANCE REPORT FORM
- 3) Pictures of Spill
- 4) Rain for Rent Invoice

Thank you,
Juan Crosby

CRRUA Director



PO BOX 429
SUNLAND PARK
NEW MEXICO 88063
(575) 589-1075

July 3, 2024

Ms. Nancy Williams
New Mexico Coordinator
NPDES Compliance Section (6EN-WC)
Compliance Assurance and Enforcement Division
U.S. Environmental Protection Agency Region 6
1445 Ross Avenue, Suite 1200
Dallas, Texas 75202-2733

Dear Ms. Williams;

Re: Transmittal of Camino Real Regional Utility Authority **NPDES Permit No. NM0029483 (Sunland Park WWTP)**

The City of Sunland Park and Dona Ana County have formed the Camino Real Regional Utility Authority (CRRUA) which operates the above referenced treatment plant. The signatory authority has been transferred to CRRUA and their Executive Director, Mr. Juan Carlos Crosby.

Enclosed is an EPA REGION 6 NPDES NON-COMPLIANCE REPORT FORM reporting a spill that occurred on July 3, 2024. This will also be reported on the NetDMR for July.

If you have any questions or require additional information, please contact our office in Sunland Park at (575) 589-1075.

Sincerely,

Juan Carlos Crosby
CRRUA Executive Director

Cc:
Program Manager
Point Source Regulation Section
Surface Water Quality Bureau
New Mexico Environment Dept.
PO Box 26110
Santa Fe, New Mexico 87502-6110

EPA REGION 6 NPDES NON-COMPLIANCE REPORT FORM

Facility Name: Sunland Park WW Plant PermitNPDES Permit Number: NM0029483

Name of Parameter & Description (e.g. TSS at Outfall 003, Sanitary Sewer Overflows at 123 Main St	Numeric Value (e.g, volume, concentration or load) (i.e. 67 mg/l daily max, 100 lbs day or 100,000 gal)	Permit Limit (e.g. 45 mg/l)	Date of Violation	Duration of violation	Cause of Violation (e.g., power failure, sludge pump failure)	Corrective Action\Health or Environmental Impact\Preventive Measures\Other Narrative (e.g., replaced pump , restored power, replaced backup generator, fish kill, applied disinfection)
Manhole prior to the Sunland Park Treatment Plant.	150,000		July 3, 2024	1 Day	A third pump was installed on June 27th (rental) by JCH and it operated good but on Monday July 1st staff called out JCH again and an issue with one of the pumps was identified due to a faulty check valve.	Mr. Aguirre, CRRUA Operations Manager met with I and C Services and completed an emergency purchase of a new check valve and plug valve to replace the problem check valve that had failed and completed an emergency purchase order for I and C Services to complete this repair on July 2nd. When the repair was completed the elbow to this line and pump begin to leak and this pump was then operational. The leak was due to piping corrosive conditions in this lift station and with it being an old lift station the system is close to failure. Mr. Aguirre and Mr. Crosby proceeded to contact Rain for Rent to get bypass set up to complete the repair of this broken elbow and they are getting quotes to complete the repair of the other piping in this lift station, while the lift station is being bypassed. With this repairs it will give CRRUA some relief on pump issues and temporary eliminate the issue with pumps and this lift station. Mr. Aguirre has been sending out staff to apply Soda Ash to the areas that they can reach and their plan is to continuing Soda Ash to the affected areas as often as possible.





Rain For Rent
2495 Lakeside Dr
Las Cruces, NM, 88007
575-524-0879
rainforrent.com
jparedes@rainforrent.com

CAMINO REAL REGIONAL UTILITY Account: 120564 PO BOX 429 Sunland Park, NM, 88063 ERNIE CARRANZA ernestoc@donaanacounty.org
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Dear ERNIE CARRANZA,

Thank you for your inquiry. As requested, please find attached our proposal 1101-IND-2129005 for Sunland Park WWTP LS bypass. We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order WITHOUT ANY CHANGES, please click the "Start Signing" button to begin the electronic signature process.

If you would like to CHANGE anything in this proposal or discuss anything further, please call John Paredes at 575-524-0879.

Thank you, and I look forward to working with you.

Regards,

John Paredes
jparedes@rainforrent.com
Mobile: 917-227-1530
Branch: 575-524-0879
2495 Lakeside Dr
Las Cruces, NM, 88007



Rain For Rent
Sales Rep: John Paredes

CAMINO REAL REGIONAL UTILITY
Account: 120564
Proposal: 1101-IND-2129005

Project Name	Sunland Park WWTP LS bypass	Jobsite	Sunland Park WWTP LS bypass
Date Prepared	7/3/2024	Est. Delivery Date	7/2/2024
Prevailing Wage	No	Est. Completion Date	8/31/2024

Project Location
PO BOX 429 SUNLAND PARK, NM, 88063

Project Description and Overview

PROJECT DESCRIPTION

(2)DV150i pumps w/ 200' of 8" aluminum discharge.

PROJECT OVERVIEW

(2)DV150i pumps w/ 200' of 8" aluminum discharge.

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

Rain for Rent (RFR) will provide the following:
Delivery, installation, removal, pickup of all quoted materials/equipment. This quote is based on 1 billing cycle (28 calendar days).

Optional pump watch cost is provided. Rain for Rent will relocate equipment from existing location to new manhole location, extending the discharge pipe back to the new headworks.

Due to the multitude of economic factors, materials, labor, hauling and freight are currently in a period of above average volatility. If, during the performance of work, the price of materials, labor, hauling or freight increases by 5% or greater through no fault of Rain for Rent, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Equipment subject to availability at time of project.

Reference Materials

Project is quoted based on applicable/customer provided reference materials noted below:
Job Walk completed on 7/2/24

Operating Parameters

Material: Sewage
Flow: Max 1,500gpm
Suction Lift: 16'
Distance: 200'

Customer Responsibilities

It is the customer's responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

Jobsite:

Customer is responsible for:

1. Informing RFR of any jobsite or general requirement(s) to perform work on location.
2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
4. Any damage to the environment including trees, vegetation, stream banks, or any other part of the site caused by the installation, removal, construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental



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countermeasures.

- Any excavation, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).

System:

- If installation provided by RFR and Customer is operating system, this Transfer of Operation form will need to be reviewed and signed by both parties upon completion of setup. (sample form only): <https://rainforrentcorp.box.com/v/systemtransferoperation>
- Customer will provide fueling.
- Customer will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement. <https://rainforrentcorp.box.com/v/pumpmaintenance>
- Customer will supply all needed water for the commissioning, startup, and system testing. Project specific criteria for hydrotesting can be provided at an additional charge.
- By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.

Customer is responsible for:

- Any work in confined spaces.
- Protecting system from damage including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR can provide necessary freeze protection at an additional charge per executed change order. Equipment stays on rent until it can be returned.
- Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.
- Customer is responsible for identifying at-risk service laterals to evaluate and mitigate the potential for sewage backups. Customer must communicate the risk of flooding and other potential issues to affected property owners. This may require customer to install additional sewer plugs or backflow preventers.
- Customer will provide sewer plugs and any associated installation, monitoring, and removal of sewer plugs.
- Customer is required to periodically start diesel back-up pumps and ensure batteries are fully charged, ready for operation.
- Customer to identify high points for air vents.
- Customer is responsible for any residual fluids in system once project is concluded to remove and properly dispose of.

Upon Pickup:

Contact the RFR office at 575-524-0879 to schedule pickup when equipment/system is cleaned and ready to be released.

Flushing and cleaning of equipment must be performed to RFR's standards prior to being called off rent. RFR personnel will perform a visual inspection. It is recommended to have a customer representative on-site during inspection. Equipment found not to be in "delivered condition" will not be picked up.

Project Scheduling & Billing

This quote is valid for 30 days. For the quoted items, RFR requires a signed quote not less than ____ days prior to delivery.

Estimated schedule durations:

Mobilization:
Installation:
Operation:
Removal:
Demobilization:
System Rental Duration:

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may apply subject to mutually agreed upon change order.

Billing

- ____ Delivery and first week's labor will be billed at the end of the first week of installation, supported by signed daily work tickets. Any additional labor will be billed weekly supported by signed day tickets.
 - ____ Delivery and labor for this project will be billed upon completion of the installation.
 - ____ This is an estimate only. Actual Time and Material used for this job will be billed to the customer.
- Any re-rented equipment may be billed according to the third party's billing period. All billing subject to our standard terms and conditions in the rental agreement.



Rain For Rent

Sales Rep: John Paredes

CAMINO REAL REGIONAL UTILITY

Account: 120564

Proposal: 1101-IND-2129005

A minimum 2 hour charge will be assessed in the event the crew is at site and weather forces cancellation of work for remainder of day. Deposits ____ Required, ____ Not Required. Final depository amounts, payment terms, and any interim payment requirements will be at the discretion of Seller upon acceptance of order. All sales are final upon RFR's acceptance of the order. Sales may be subject to lead time from manufacturer.

Rain for Rent's standard hours of operation are 7:30am – 4:00pm Monday – Friday. Time outside of normal business hours will be billed at 1.5x the base rate for Transportation and Service

Safety

Each employee is expected to adhere to the RFR Environmental, Health and Safety programs, which will protect the environment, the health and safety of the customer, employees, and others. RFR asks for your full cooperation to succeed in this expected outcome.



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PROJECT COSTS		
Estimated Rental Total		\$9,328.34
Estimated Environmental Recovery Fees		\$303.17
	Total Estimated Recurring Charges	\$9,631.51
PROJECT COSTS		
Estimated Sale Total		\$190.00
SERVICES		
Estimated Delivery		\$1,240.00
Estimated Installation		\$3,040.00
Estimated Removal		\$1,824.00
Estimated Pickup		\$1,240.00
	GRAND TOTAL	\$17,165.51

- Estimated costs do not include taxes

- Recurring rental project costs will be on a cycle/week/day basis+ tax

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Customer Name

Customer Signature

Date

Proposal Acknowledgement

By signing this proposal, customer represents that he/she has read and agreed to both the Statement of Work and Quote Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if accepted and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this proposal.

PO Number:

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

PPP	\$1,399.27	Accept	Decline
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INITIAL	
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Created Date: 7/3/2024



Rain For Rent
Sales Rep: John Paredes

CAMINO REAL REGIONAL UTILITY
Account: 120564
Proposal: 1101-IND-2129005

OPTIONAL SERVICE ITEMS			
	Description	Price	Accept/Decline
SERVICE		\$2,002.00	
	Service Subtotal		\$2,002.00

INITIAL	
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- By checking Accept and initializing, customer is acknowledging that the additional cost for the above items will be added to the grand total.
- Optional Estimated costs do not include taxes. Fees may vary depending on the Optional Items selected /not selected.

Michael Perez

From: Juan Carlos Crosby
Sent: Tuesday, July 9, 2024 2:05 PM
To: Michael Perez
Cc: Filiberto Aguirre; Mary DeAvila; Eric Lopez
Subject: RE: Emergency Purchase: Sunland Park WWTP Lift Station _ Rain for Rent Purchase

Hello Mike,

Rain for Rent was selected because are they only vendor that I am aware of that offers a complete rent and service option where we can rent the equipment and they set up all items needed. CRRUA does not currently have the capability or equipment necessary to setup items that were done to by-pass the lift station.

Fuel Logic was selected by look up on google for Fuel Services, I first reached out to the county because I am aware that DAC has the capability, but this was day before 4th of July after hours and I could not get a hold of anyone. Fuel was vital to keep the pumps running and I could not risk the pumps not going with fuel.

Please let me know if any other information is needed.

Thanks,
JC

From: Michael Perez <michaelpe@donaanacounty.org>
Sent: Tuesday, July 9, 2024 9:02 AM
To: Juan Carlos Crosby <juancarlosc@donaanacounty.org>
Cc: Filiberto Aguirre <filibertoa@donaanacounty.org>; Mary DeAvila <maryd@donaanacounty.org>; Eric Lopez <BFacilityOps@comcast.net>
Subject: RE: Emergency Purchase: Sunland Park WWTP Lift Station _ Rain for Rent Purchase

JC,

Could you tell me why Rain for Rent and Fuel Logic were selected so I could finalize my memo

From: Juan Carlos Crosby <juancarlosc@donaanacounty.org>
Sent: Saturday, July 6, 2024 4:23 PM
To: Michael Perez <michaelpe@donaanacounty.org>
Cc: Filiberto Aguirre <filibertoa@donaanacounty.org>; Mary DeAvila <maryd@donaanacounty.org>; Eric Lopez <BFacilityOps@comcast.net>
Subject: Emergency Purchase: Sunland Park WWTP Lift Station _ Rain for Rent Purchase

Hi Mike,

Please see attached Emergency Memo Sunland Park WWTP Lift Station _ Rain for Rent and Fuel Logic Purchase.

Thank you,
JC



Rain For Rent

Sales Rep: John Paredes

CAMINO REAL REGIONAL UTILITY

Account: 120564

Proposal: 1101-IND-2129005

Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.sia.gov/petroleum/gasdiesel>. An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent indicated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain for Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. Rain for Rent will service all engine driven equipment at 400 hours of runtime or as required by manufacturer specifications, if less than 400 hours. Labor will be billed on a time and materials basis, portal to portal from nearest Rain for Rent location. Pro-rated billing will occur if rental is returned prior to 400 hours. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material, including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements or representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warrants the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancellation by Rain for Rent. Please be assured every effort will be made to execute the quote as written. The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.

Rental Protection Plan Program Agreement

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance you provide to Rain for Rent to evidence your insurance coverage expires or is cancelled for any reason, you agree Rain for Rent may charge RPP for your rentals until such time as you provide an acceptable and valid certificate of insurance to Rain for Rent. This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MRSA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.1.Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 15 percent (15%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.2.Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrences"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.3.Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezeseenty items, or tires.4.Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

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-EM066
Next Step :	REVIEW
Uploaded Files :	Emergency Determination: Emergency Procurement Request - CRRUA Rain for Rent.pdf
Completed date :	Tuesday, July 9, 2024 7:15 PM
Completed by :	Michael Perez



Michael Perez

From: GSD.SPDInfo@state.nm.us
Sent: Tuesday, July 9, 2024 7:15 PM
To: Michael Perez
Subject: State of New Mexico :: Sole Source / Emergency Submission

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-EM066

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