



CITY OF LAS VEGAS
 1700 North Grand Avenue
 Las Vegas, New Mexico 87701
 Phone: (505) 454-1401 Fax: (505) 454-8027

PURCHASE ORDER

PO Number: 191012

Date: 01/07/2019

Request #: 261301

Vendor #: 03425

ISSUED TO: FERGUSON WATERWORKS #3083
 PO BOX 740827
 LOS ANGELES, CA 90074-0827

SHIP TO: City of Las Vegas
 Attn: Utilities Department
 905 12th Street
 Las Vegas, NM 87701

Vendor Fax #: (505) 341-1755

ITEM	UNITS	DESCRIPTION	PRICE	PROJ	GL ACCOUNT NUMBER	AMOUNT
1	0	EZ Valve Machine Daily Fees \$300.00 PER DAY TO INSTALL A VALVE TO REPAIR WATER LINE CAMP LUNA IS OUT OF WATER	0.00		646-0000-650-8759	1,300.00

DEPARTMENT ORDER

D. Chavez
1/8/19

Approved By: _____

Date: 1/8/2019

SUBTOTAL:	1,300.00
TAX:	0.00
SHIPPING:	0.00
TOTAL	1,300.00

1. Original invoice plus one copy must be sent to: City of Las Vegas, 1700 North Grand Avenue, Las Vegas, NM 87701.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 85-6000149



**STATE OF NEW MEXICO
EMERGENCY DETERMINATION FORM**

The emergency procurement method (NMSA 1978, Section 13-1-127) may only be used when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:

1. the functioning of government;
2. the preservation or protection of property; or
3. the health or safety of any person.

I. Name of Agency: City of Las Vegas

Agency Chief Procurement Officer: Helen Vigil

Telephone Number: 505-454-1401

II. Name of Contractor: Ferguson Waterworks

Address of Contractor:

801 Candelaria Rd NE
Albuquerque, NM 87107-2120

Amount of prospective contract: \$1,300.00

Term of prospective contract: Upon Completion

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

Rental of EZ Valve Equipment to install a valve into a live line.

*As per Desaree Ortiz, Ester Garduño-Montoya, City Attorney
was authorized to signed on behalf of the City Manager
Please see attached Equipment Rental Agreement.*

D. Chavez 11/19

- IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.**

Water line is leaking resulting in customers in Camp Luna out of water.
Equipment is needed to facilitate repair of leak by installing a valve to isolate.

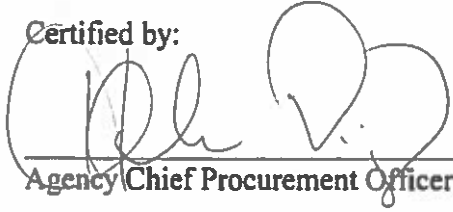
- V. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

Until repair is completed

- VI. Describe what measures the Agency will take in the future to prevent/mitigate use of an emergency procurement under similar circumstances.**

Repair or replacement of the City of Las Vegas, Water Dept. EZ Valve Equipment.

Certified by:



Agency Chief Procurement Officer

Date: 1/8/2019

Agency Approval by:

Date: _____

Dominic Chavez 1/8/19 (per attached approvals)
~~Cabinet Secretary~~/Governmental Entity Head or Designee
Deputy Finance Director



FERGUSON WATERWORKS #1931
 801 CANDELARIA ROAD NE
 ALBUQUERQUE, NM 87107-2120

Phone: 505-449-4900
 Fax: 505-341-1755

Deliver To: From: Daniela Molinar Comments:
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15:35:30 JAN 07 2019

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FERGUSON WATERWORKS #3083
 Price Quotation
 Phone: 505-449-4900
 Fax: 505-341-1755

Bid No: B299158
Bid Date: 01/07/19
Quoted By: DIM

Cust Phone: 505-454-1401
Terms: NET 10TH PROX

Customer: CITY OF LAS VEGAS
 1700 N GRAND AVE
 LAS VEGAS, NM 87701

Ship To: CITY OF LAS VEGAS
 1700 N GRAND AVE
 LAS VEGAS, NM 87701

Cust PO#: **Job Name:** EZ VALVE RENTAL

Item	Description	Quantity	Net Price	UM	Total
SP-.EZVLVDLEE	EZ VALVE MACHINE DAILY FEE PER DAY PRICE	1	300.000	EA	300.00

Net Total: \$300.00
Tax: \$0.00
Freight: \$0.00
Total: \$300.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html.
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



Equipment Rental Agreement

Ticket #: _____
Estimated Return Date: 1-14-19

1. **TERM AND PAYMENT.** This agreement is between Lessor and the renter ("Lessee") whose name appears on the referenced or attached Ticket incorporated by reference containing the rental period, description of the equipment, and the rental fee. Lessee agrees to pay all charges and costs for the use of the equipment, including late fees if equipment is not returned on agreed date.

Equipment	Serial #
1. <i>Ez Valve Machine</i>	
2.	
3.	
4.	

2. **CONDITION.** Lessee acknowledges that lessee inspected the equipment at the time of pickup or delivery and found the equipment to be in safe and undamaged condition noting any exceptions on the Invoice/Delivery Ticket. Lessee accepts the equipment "AS IS" and understands that Lessor EXCLUDES ALL WARRANTIES COVERING THE EQUIPMENT, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Lessee agrees to maintain and return rental property in the same condition as received, ordinary wear and tear excepted. Lessee agrees that in the event any rental property becomes unsafe or in a state of disrepair, Lessee will immediately discontinue use and promptly return it to Lessor. If the rental property is lost, stolen, seized or damaged while under this contract, regardless of fault, the Lessee shall be responsible for either new replacement cost, together with the ordinary rental fees due, or repair charges, including labor, together with the ordinary rental fees during the repair period.

3. **OWNERSHIP & RISK OF LOSS.** Lessee acknowledges title to the equipment remains with Lessor at all times. In addition, Lessee acknowledges that Lessor is neither the manufacturer of the equipment nor the manufacturer's agent. Lessee represents that during the rental period only those knowledgeable and experienced in the proper and safe use of the equipment will operate it for the purpose for which it was manufactured and intended. No subletting is permitted. **LESSEE ASSUMES ALL RISKS OF LOSS INVOLVED IN OPERATING THE EQUIPMENT. LESSOR SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO LESSEE OR LESSEE'S PROPERTY IN ANY WAY CONNECTED WITH THE OPERATION, USE, DEFECT IN OR FAILURE OF THE EQUIPMENT.**

4. **INDEMNITY.** In consideration of renting the equipment to the Lessee, the Lessee agrees to defend, indemnify and hold Lessor harmless from all claims, suits, or damages of any nature including those for bodily injury, death, or damage to property resulting or arising in connection with Lessee's use, operation or possession of the equipment that is not the direct result of Lessor's sole negligence. The Lessee shall maintain insurance at its own expense to cover damage to the equipment or liability arising out of the rental or operation of the equipment. Such liability insurance for Commercial General Liability will have coverage amounts of at least \$2,000,000 with blanket contractual coverage naming Lessor as an Additional Insured. Lessor may require proof of coverage. Failure of Lessor to require such proof does not relieve the lessee of the responsibility of providing such insurance.

5. **COLLECTION COSTS.** Lessee agrees to pay all cost of collection including reasonable attorney fees in collecting amounts under this agreement.

6. **AGREED.** As an authorized representative of Lessee to sign such agreements, I hereby acknowledge that Lessee has read, understood and agreed to the provisions herein as signified by my signature below.

Lessee (Customer/Company)

Lessor

Ann Marie Collops 01/07/19
Signature Date

Signature Date

Name Title

Name Title

For Internal Use	
Driver LIC #: _____	
State _____	Exp. Date _____