

Meeting Date: February 5, 2025

Staff Contact: Gregory Larson, P.E., Chief Engineer SWRP, Plant Operations Division

TITLE: C-25-3 – Approving Purchase of Repair Parts from Trojan Technologies Group ULC.

ACTION: Recommend Approval

Summary:

Approval requested for the purchase of UV repair and maintenance parts in the amount of \$502,085.50, to complete the rebuild of a portion of the ultraviolet (UV) disinfection equipment. The parts are only available for purchase from Trojan Technologies Group ULC, the UV system manufacturer.

The UV parts are necessary to maintain the operation of the UV disinfection system at the Southside Water Reclamation Plant. The UV system provides the permit required disinfection and reduction of E. coli prior to discharging effluent to the Rio Grande River.

Resolution R-18-14 requires board approval for any purchase in an amount exceeding \$500,000. Approval of this item shall also serve as delegation of authority for the Executive Director to approve all future amendments to this purchase, if any.

FISCAL IMPACT:

The approval of \$502,085.50 is inclusive of parts and freight. The Water Authority has budgeted funds to cover this agreement.



PURCHASE ORDER NO..
CE003582
Printed 08/27/2024

PR# M154471

INQUIRIES TO:

Albuquerque Bernalillo Water Utility Authority
 PURCHASING SECTION
 PO BOX 568
 ALBUQUERQUE, NM 87103-0568
 PHONE NO: 505-289-3227

INVOICE TO:

INVOICES MUST BE EMAILED TO:
 VENDORINVOICES@ABCWUA.ORG

VENDOR:

TROJAN TECHNOLOGIES GROUP ULC
 3020 GORE ROAD
 LONDON, ON N5V4T7

SHIP TO:

WASTEWATER
 4201 2ND ST SW
 ALBUQUERQUE, NM 87105

Vendor Contact:

Buyer Name	Reference #	CCN:	Ship Via	Effective Date	Expiration Date
JOSE GARCIA	OEP2025-010		Common	08/27/2024	

IN ACCORDANCE WITH THE PRICING TERMS OF
 TROJAN TECHNOLOGIES CORPORATION PROPOSAL#
 QO0014132, DATED 08/07/2024, AND PURSUANT TO
 ABCWUA TERMS & CONDITIONS.

LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
0001	1.00	EA	LINE 10 794447-ORD LAMP P, GA64T6HE ANGLE BASE QTY.510 @ \$347.55 EA COST - \$177,250.50 LINE 20 326411 CYLINDER, WIPER UV3+ GEN 2 QTY.80 @ \$2,462.75 EA COST - \$197,020.00 LINE 30 327118P O-RING, UV3+ WIPER CANISTER 4P QTY.250 @ \$2.85 EA COST - \$712.50 LINE 40 316136-004 SLEEVE, QTZ UV3+ 28x25x19584PK QTY.250 @ \$470.64 EA COST - \$117,660.00 LINE 110 327066P FITTING, INTER-WIPER 90 DEG EL 10-pack QTY.45 @ \$28.60 EA COST - \$1,287.00	\$493,930.00	\$493,930.00



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TOTAL \$493,930.00

IN ACCORDANCE WITH THE PRICING TERMS OF
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QQ0014132, DATED 08/07/2024, AND PURSUANT TO
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LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			(REFER TO QUOTE FOR DETAILS)		
				TOTAL	\$493,930.00

Vendor Name: HEATHER CONINE
Vendor Phone: 519-457-3400
Vendor Email: tuvcustomerservice@trojantechnologies.com

Water Name: LEON TORREZ
Water Phone: 505-435-4302
Water Email: lptorrez@abcwua.org

THE WATER AUTHORITY CURRENTLY UTILIZES
TROJAN UV EQUIPMENT IN ITS OPERATIONS. THIS
EQUIPMENT REQUIRES PREVENTATIVE MAINTENANCE
AND OCCASIONAL REPAIRS. THE ORIGINAL PARTS
AND SERVICES ARE PROVIDED DIRECTLY FROM THE
ORIGINAL EQUIPMENT MANUFACTURER, TROJAN

TECHNOLOGIES LLC.

REF. Section 7(A)(21) Purchases of Tangible Personal Property, and ancillary Services such as installation, training, modification or maintenance, where required to match equipment currently in use and where standardization is in the best interest of the Water Authority and where a unique or novel application (available from only a single provider) is required to be used, with all such purchases justified in writing and approved by the Chief Procurement Officer [Section 2-361(a)(26)];

FOB destination. Freight is to be prepaid and added to the invoice.

Authorization to Proceed: Purchasing Officer signature on this Purchase Order indicates authorization to proceed pursuant to the Rules Governing Procurement for the Albuquerque/Bernalillo County Water Utility Authority.

This purchase order shall be for the term specified above and may be extended at the discretion of the Water Authority to the extent allowed by the Procurement Ordinance, the Rules or other applicable authority.



Candida Kelcourse
Purchasing Officer

Albuquerque Bernalillo County Water Utility Authority (Water Authority)

TERMS AND CONDITIONS

IMPORTANT: READ CAREFULLY BEFORE PROVIDING GOODS, SERVICES OR CONSTRUCTION. FAILURE TO DO SO WILL NOT RELIEVE VENDOR OF RESPONSIBILITY TO PERFORM OR DELIVER IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS.

- 1. General:** This purchase order is authorization to provide the goods, services or construction described on its face in accordance with the Terms and Conditions set out below and any attached offer submitted by Vendor and accepted by the Water Authority. These constitute the terms of the contract between the parties. If this purchase order results from a formal solicitation or separate contract, all or part of those documents are also made a part of the contract as specified in those documents referenced in this purchase order and will control over any conflicting provisions in these Terms and Conditions. Unless otherwise provided, this is an indefinite quantity contract; it is not exclusive to Vendor; the Water Authority may make similar purchases from other vendors as needed; and the Water Authority is not obligated to make any amount of purchases under the contract.
- 2. Packing, Shipping and Invoicing:** Department name AND purchase order number MUST be on all invoices, packages, packing slips, bills of lading, etc. The Department's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing slip. Vendor will bear all risk of loss or damage until delivery to the Water Authority. Shipment is F.O.B. Destination unless purchase order states otherwise.
- 3. Delivery and Inspection:** Delivery will be strictly in accordance with the Water Authority's delivery schedule and instructions. Final inspection and acceptance will not be deemed to be a waiver by the Water Authority of its right to (a) cancel, reject or return, at Vendor's risk and expense, all or any portion of the goods, services or construction, or (b) make a claim for damages. Payment prior to inspection does not constitute acceptance.
- 4. Payment Terms/Discounts:** Payment terms are net thirty (30) days unless otherwise specified in the contract. Discounts, if offered, will be computed from the date of actual delivery or receipt of invoice, whichever is later.
- 5. Taxes:** All applicable gross receipts taxes are assumed to be included unless otherwise specified. The Water Authority will furnish, on request, a Non-Taxable Transaction Certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the Vendor. Applicable taxes should be included in each invoice and may not be billed more than sixty (60) days after providing the goods, services or construction to which the taxes apply.
- 6. Commercial Warranty:** Vendor agrees that it will provide the Water Authority with the most favorable commercial warranties which Vendor gives to any customer for the goods, services, or construction and that the rights and remedies provided herein will extend to the Water Authority and are in addition to and do not limit any rights afforded to the Water Authority by law or under this contract. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability. All of Vendor's representations and warranties, both express and implied, constitute conditions of this contract. In the event that the goods, services or construction are found to be defective or fail within the warranty period, Vendor will, at its own expense, promptly remedy the defects.
- 7. New Material:** All items provided under this contract will be NEW and of most current production, unless otherwise specified.
- 8. Indemnification:** Vendor agrees to indemnify and hold harmless the Water Authority, its Board, officers, agents and employees against any and all damages, claims, expenses or other liability, including attorneys' fees, arising out of any (a) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right based upon the goods, services or construction provided by Vendor pursuant to this contract; (b) negligence or willful misconduct of Vendor; (c) Vendor's failure to perform fully its obligations herein in a timely manner; or (d) breach of any of Vendor's representations and warranties herein.
- 9. Insurance:** Vendor will maintain in effect during the term of the contract, insurance of the kinds, in the amounts and in the form specified by the Water Authority, including, but not limited to: Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance. As proof that such insurance is in effect, Vendor will furnish certificate(s) of insurance in a form satisfactory to the Water Authority prior to providing goods, services or construction under the contract.
- 10. Right to Audit/Inspection of Plant:** Vendor will maintain complete and accurate records of all financial transactions associated with this contract, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this contract. Vendor will retain such records for six (6) years after final payment, or longer if required by law. Authorized representatives of the Water Authority may inspect and copy records pertaining to this contract at the Vendor's business office during normal business hours. Vendor will include this audit provision in any subcontracts that it may issue under this contract. The Water Authority may inspect, at any reasonable time, Vendor's plant or place of business related to the performance of this contract.
- 11. Default:** The Water Authority will have the right to cancel all or any part of this contract without cost to the Water Authority if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost incurred by the Water Authority due to Vendor's default. Vendor will not be liable if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Water Authority determines that the supplies or services to be furnished by the subcontractor were obtainable from other sources. The rights and remedies of the Water Authority provided in this paragraph are not be exclusive and are in addition to and do not limit any rights afforded to the Water Authority by law or under this contract.
- 12. Termination:** The Water Authority will also have the right to terminate the contract upon the occurrence of any one or more of the following events: (a) if sufficient appropriations are not made by the Water Authority Board. Such event will not be an event of default and the contract may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to Vendor; (b) without notice to Vendor, upon receipt of a notice of debarment of or ineligibility to receive funds by Vendor from any agency of the federal government or the State of New Mexico or a local public body of the State. (c) if Vendor is found to have engaged or is engaging in Unfair Business Practices as described in Section 2-376 of the Water Authority Procurement Ordinance; or (d) at any time for convenience by giving at least thirty (30) days' notice in writing to Vendor. In such event, Vendor will be paid under the terms of the contract for all goods, services or construction provided to and accepted by the Water Authority prior to the effective date of termination.
- 13. Assignment/Changes:** Neither the contract, nor any interest therein, nor claim thereunder, may be assigned or transferred by Vendor, except as expressly authorized in writing by the Water Authority. No such assignment or transfer will relieve Vendor from the obligations and liabilities under this contract. The terms of the contract may not be changed without the prior written approval of the Water Authority.
- 14. Compliance With Laws:** In performing the contract, Vendor will comply with all applicable laws, ordinances and codes of the federal, State and local governments, including, but not limited to the New Mexico Governmental Conduct Act, the New Mexico Human Rights Act, Title VII of the federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all federal, State and local statutes, regulations and executive orders relating to civil rights. In addition, Vendor certifies that (1) it has not, either directly or indirectly, entered into action in restraint of free competitive bidding; (2) it will comply with the Ethical Conduct provisions (§2-390) and Unfair Business Practices provisions (§2-376) of the Water Authority Procurement Ordinance; and (3) it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Vendor will obtain and maintain, and furnish to the Water Authority upon request, any and all permits, licenses, approvals, certificates and other documents required by the Water Authority, or otherwise required by applicable law.
- 15. Governing Law:** This Contract is governed by the laws of the State of New Mexico without regard to principles of conflicts of law. Any and all actions or proceedings relating to the subject matter of this contract will be maintained by and subject to the jurisdiction of State and federal courts located in Bernalillo County, New Mexico, which courts will have exclusive jurisdiction for such purposes.

IMPORTANT NOTICE: Before accepting a purchase order, always check for authenticity and require identification. The Water Authority will not be liable for purchases made by unauthorized individuals. (Rev. 07/01/2018)



TROJAN TECHNOLOGIES
 3020 GORE ROAD
 LONDON, ON N5V 4T7
 CANADA
 T. 519-457-3400
 www.trojantechnologies.com

INVOICE

200 / 28518

Original

Sold to
**ALBUQUERQUE-BERNALILLO WATER
 UTILITY AUTHORITY
 PO BOX 568
 Albuquerque NM 87103-0568
 UNITED STATES**

Ship to
**ALBUQUERQUE-BERNALILLO WATER
 UTILITY AUTHORITY
 4201 2ND ST SW
 Albuquerque NM 87105-0511
 UNITED STATES**

Cust. Service Contact : tuvcustomerservice@trojantechnologies.com
 Invoice Contact : accountsreceivable@trojanuv.com.
 Our VAT/TAX No : 98-1343341
 Payment Terms : 0% / 00 / 30 net
 Delivery Terms : DELIVERED DUTY PAID
 Carrier/LSP :
 Packing Slip : OS0073708

Sales Order : 040000160
 Order Date : 08-29-2024
 Invoice Date : 09-10-2024
 Final Destination Country : US
 Customer No : 100003296
 Customer PO : CE003582
 Shipment Date : 09-10-2024
 Sold To VAT/TAX No : 54-2134980
 Ship To VAT/TAX No : 54-2134980

Leon Torrez
505-620-5932
lptorrez@abcwua.org

Line Item Description	Project	Ordered Quantity	Delivered Quantity	Price Discount	Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
1 794447-ORD LAMP P, GA64T6HE ANGLE BASE		510.00	510.00	347.55/ EA 0.00%	347.55 177,250.50	0.00% 0.00	177,250.50
2 326411 CYLINDER, WIPER UV3+ GEN 2		80.00	80.00	2,462.75/ EA 0.00%	2,462.75 197,020.00	0.00% 0.00	197,020.00
3 327118P O-RING, UV3+ WIPER CANISTER 4P		250.00	250.00	2.85/ EA 0.00%	2.85 712.50	0.00% 0.00	712.50
4 316136-004 SLEEVE, QTZ UV3+ 28x25x19584PK		250.00	22.00	470.64/ EA 0.00%	470.64 10,354.08	0.00% 0.00	10,354.08
5 316136-004 SLEEVE, QTZ UV3+ 28x25x19584PK		250.00	228.00	470.64/ EA 0.00%	470.64 107,305.92	0.00% 0.00	107,305.92
6 327066P FITTING, INTER-WIPER 90 DEG EL		45.00	45.00	28.60/ EA 0.00%	28.60 1,287.00	0.00% 0.00	1,287.00



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Original

Line Item Description	Project	Ordered Quantity Delivered Quantity	Price Discount	Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10-pack						
7		1.00		8,155.50	0.00%	
FREIGHT		1.00	8,155.50/ EA	8,155.50	0.00	8,155.50
FREIGHT & HANDLING			0.00%			
	Goods	493,930.00	Discount	0.00	Tax Amount	Total USD
	Costs	8,155.50	Subtotal	502,085.50	0.00	502,085.50

Scotiabank - CAD Cheques
 Trojan Technologies Group ULC
 C/O T10539
 PO BOX 4388, STN A
 Toronto, ON M5W 3S1

GST# 743287328 RT0001
 QST# 1212591056
 ABN/GST# 89 315 683 549

BC PST# 1099-3713
 SK PST# 5862367
 MB PST# 743287328MT001

Fifth Third - US Checks - Lockbox # 233730
 VIA USPS - 3730 Momentum Place
 Chicago, IL 60689-5337
 VIA COURIER - 910 Pasquinelli Drive
 Westmont, IL 60559-5526

FOR USD ACH, WIRES AND EFT PAYMENTS
 Scotiabank
 ACCOUNT NO: 00042-002-0286516
 SWIFT CODE: NOSCCATT
 ABA ROUTING: CC000247696
 BENEFICIARY: TROJAN TECHNOLOGIES GROUP ULC

FOR CAD ACH, WIRES AND EFT PAYMENTS
 Scotiabank
 ACCOUNT NO: 00042-002-0321419
 SWIFT CODE: NOSCCATT
 ABA ROUTING: CC000247696
 BENEFICIARY: TROJAN TECHNOLOGIES GROUP ULC



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Original

Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website <https://www.trojantechnologies.com/sales-terms-conditions/>

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

www.trojantechnologies.com/sales-terms-conditions



From: [Torrez, Leon P.](#)
To: [Perea, Charlene A.](#)
Subject: RE: TROJAN TECHNOLOGIES - REQ#239444 M154471- CE003582 - INVOICE 20028518
Date: Friday, September 20, 2024 11:54:33 AM
Attachments: [image001.png](#)
[image003.png](#)

Approved, thank you! All product was received and in working condition. Prices are correct.

Thanks.

Leon Torrez
Operations Coordinating Supervisor
Albuquerque Bernalillo County Water Utility Authority
4201 2nd Street 87105
505-289-3485 (ofc) | 505-620-5932 (cell)
www.abcwua.org

From: Perea, Charlene A. <caperea@abcwua.org>
Sent: Friday, September 20, 2024 10:31 AM
To: Torrez, Leon P. <lptorrez@abcwua.org>
Subject: TROJAN TECHNOLOGIES - REQ#239444 M154471- CE003582 - INVOICE 20028518

Hi Leon

Please review and approve the attached invoice for payment.

Prior to approval: Ensure goods/services were received, and the pricing on the invoice is in accordance with the associated contract/agreement, if applicable

Thank you

Charlene Perea
Account Payable/Finance
Albuquerque Bernalillo County Water Authority
PO Box 568 Albuquerque, New Mexico 87103
505-289-3221 caperea@abcwua.org