

---

Meeting Date: September 25, 2019  
Staff Contact: David Laughlin, Chief Engineer

**TITLE: C-19-34 – Approval of Contract with Unison Solutions for Gas Treatment Equipment**

**ACTION: Recommend Approval**

**SUMMARY:**

The Albuquerque Bernalillo County Water Utility Authority issued the Request for Proposals (RFP) P2020000004, Gas Treatment Equipment to solicit proposals from qualified vendors to identify and select a gas treatment equipment manufacturer whose system will be purchased by the Water Authority and incorporated into the design of a new biogas treatment facility and incorporated into the Southside Water Reclamation Plant Gas Treatment Equipment Design Project.

The RFP was posted on BidSync and advertised in the local newspaper. Two (2) responses were submitted for evaluation. The Ad Hoc Committee reviewed, evaluated, and scored the responses in accordance with the evaluation criteria published in the RFP.

Based on the recommendations of the Ad Hoc Committee, the Executive Director recommends the award of a contract to Unison Solutions, as they had the highest composite score, presented qualified equipment, and meet the requirements of the RFP. The highest total composite score possible without preferences applied is 1000. All scores listed are the combined average of all Committee members with applicable preferences applied. The respective scores are as follows:

<u>Respondent</u>	<u>Score</u>
Unison Solutions	911
Granite Fuel	680

This approval is intended to delegate signature authority to the Executive Director to enter into a contract with Unison Solutions to provide the gas treatment equipment based on the Recommendation of Award of RFP, P2020000004.

If approved by the Board, an Agreement will be executed between the Water Authority and Unison to enable them to provide the equipment.

**FISCAL IMPACT:**

\$1,330,975.00 (excluding all taxes) and all amounts have already been appropriated in the FY20 budget. Any additional increase to the contract that exceeds 20% of the amounts previously approved shall require additional approval.

## Memo

**To:** Mark S. Sanchez, Executive Director  
Charles Lee, Electrical Engineer

**From:** Candida Kelcourse, Purchasing Administrator *OK*

**Through:** Jonathan Daniels, Chief Purchasing Officer *JD*

**Date:** August 1, 2019

**Re:** Ad Hoc Committee for P2020000004, "Gas Treatment Equipment"

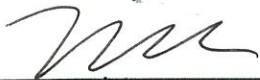
The following individuals are recommended to serve as members of the Ad Hoc Advisory Committee ("Committee") for the Request for Proposals for "Gas Treatment Equipment." This Committee will review and evaluate proposals and submit a ranked list of offerors to you for selection.

- Charles Lee, Committee Chair
- David Laughlin, Member
- Charles Leder, Member
- Eric Pederson, Lead Mechanical Engineer, Carollo, SME

I will manage the Request for Proposals and serve as a procedural advisor to the Committee. Subject Matter Experts may be added throughout the RFP process as deemed necessary by the Purchasing Department.

I respectfully request your approval of this Committee in order to start the Request for Proposals process.

APPROVED:



Mark S. Sanchez  
Executive Director  
Date: 8/5/19

RECOMMENDED:



Charles Lee  
Electrical Engineer  
Date: 8/1/2019

Original: RFP File

Copy: Luz del Carmen Carreon, Executive Services Coordinator

# Memo

**To:** Mark S. Sanchez, Executive Director

**From:** Candida Kelcourse, Purchasing Administrator *ok*

**Through:** Jonathan Daniels, Chief Purchasing Officer

**Date:** September 5, 2019

**Re:** Recommendation of Award, P2020000004, GAS TREATMENT EQUIPMENT

The Albuquerque Bernalillo County Water Utility Authority issued the referenced Request for Proposals (RFP) to solicit proposals from qualified vendors to provide gas treatment equipment to be used in the Southside Water Reclamation Plant (SWRP) Gas Treatment Equipment Design Project.

The RFP was posted on the BidSync website and advertised in the local newspaper. Two (2) responses were received and submitted for evaluation. The Ad Hoc Committee reviewed, evaluated, and scored the responses in accordance with the evaluation criteria published in the RFP.

Listed are all the respondents' average composite scores with small and/or local preferences and the NM Resident Preference applied for the offeror(s) with an asterisk (\*). The largest total composite score possible without preferences applied is 1000.

<u>Offeror</u>	<u>Total Composite Score</u>
Granite Fuel	680
Unison Solutions	911


The Committee recommends the award of contract to **Unison Solutions** as that company had the highest average composite score after final scoring and is qualified to perform the work. I concur with the Committee's recommendation.

Water Authority Board approval is required for this procurement.

Approved:

Recommended:

 9/11/19  
\_\_\_\_\_  
Mark S. Sanchez Date  
Executive Director

 9/11/2019  
\_\_\_\_\_  
Charles Lee Date  
Electrical Engineer

Enclosures: Composite Score Sheet

**Composite Score Tabulation**  
**P2020000004 GAS TREATMENT EQUIPMENT**

EVALUATION CRITERIA	EVALUATION FACTORS (Max pts)	OFFERORS	
		DCL/ Granite	Unison
1. Experience and Qualifications, Response to Vendor Qualification Questionnaire and conformance with the Specifications. Level of conformance with United States installations of digester gas treatment systems at waste water treatment plants. Manufactures references requirements for similar size digester gas treatment in the United States at waste water treatment plants.	400	227	363
2. Favorability of References, Actual performance in comparison to specified or guaranteed values. Quality and timeliness of service. Required maintenance and ease of maintenance. Ease of operation and controls.	200	143	190
3. Service Capability, Proximity of currently operating service centers and service center capabilities near Water Authority. Level of conformance with service requirements for service calls and spare part delivery.	200	150	177
4. Cost Proposal – Response to the Vendor Price Summary form.	100	100	84
5. Warranty – Conformance with warranty Specification.	50	28	48
6. Clarity, Quality, and Organization of Proposal; Each Offeror shall exhibit their ability to submit a quality Proposal communicating a realistic approach, technical soundness, and enhancements to elements that are outlined in this RFP. Points may be deducted in this category if Proposal contains errors in spelling, punctuation, grammar, formatting or organizational mistakes. Clarity and realism in approach, technical soundness, and proposed enhancements to elements that are outlined in the RFP may also affect points in this category.	50	32	48
<b>TOTAL COMPOSITE SCORES</b>		<b>680</b>	<b>911</b>
Resident Business Preference	Up to 5%		
Resident Veteran Business Preference	Up to 10%		
Recycled Content Goods Preference	Up to 5%		
Local Business Preference	Up to 5 %		
Small Business Preference	Up to 5%		
Pay Equity Preference (NOT CURRENTLY AVAILABLE)	Up to 5%		
15% Preference Max		0	0
<b>TOTAL COMPOSITE SCORES WITH PREFERENCES</b>		<b>680</b>	<b>911</b>
<b>RANKING</b>		<b>2</b>	<b>1</b>
		DCL/ Granite	Unison

## **AGREEMENT**

**REQUEST FOR PROPOSALS NAME: GAS TREATMENT EQUIPMENT**

**REQUEST FOR PROPOSALS NUMBER: P2020000004**

**THIS AGREEMENT** is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, P.O. Box 568, Albuquerque, New Mexico 87103-0568 (hereinafter referred to as the "Water Authority"), and Unison Solutions, Inc. (hereinafter referred to as the "Contractor"), an Iowa corporation, whose address is 5451 Chavenelle Rd, Dubuque, IA 52002.

In consideration of mutual obligations stated herein, the parties agree as follows:

**1. Scope of Services:** The Contractor shall provide the services described in Exhibit A attached hereto (hereinafter the "Services") in a satisfactory and proper manner, as determined by the Water Authority.

**2. Term of Agreement:** This Agreement shall commence on the date of final execution by the Water Authority and continue through \_\_\_\_\_. If the Project is completed sooner, the Agreement shall terminate at such time. If the Project is in progress but not completed by the end of the term, the Agreement shall continue until Project completion, but may not exceed the term allowed by the Procurement Ordinance for contracts of this type; except that the Chief Procurement Officer may approve, by written Determination, a continuation beyond the term allowed.

**3. Compensation and Method of Payment:**

3.1 *Compensation.* For performing the Services specified in Section 1 hereof, the Water Authority agrees to pay the Contractor up to the amount of One Million, Three Hundred Thirty Thousand, Nine Hundred Seventy-Five and 0/00 Dollars (\$1,330,975.00), plus any applicable gross receipts taxes. Such amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

3.2 *Method of Payment.* Such amount shall be paid to the Contractor in accordance with the Payment Schedule, provided in Exhibit A, upon receipt by the Water Authority of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the Water Authority and on the condition that the Contractor has accomplished the Services to the satisfaction of the Water Authority. Applicable taxes will be stated separately on each invoice and paid by the Water Authority at current rates. Taxes may not be billed more than sixty (60) days after completion of the Services to which they apply.

3.3 *Appropriations.* Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Water Authority Board making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Water Authority Board, this Agreement may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Contractor. Such event shall not constitute an event of default. All payment obligations of the Water Authority and all of its interest in this Agreement will cease upon the date of termination. The Water Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

3.4 *Non-Exclusivity.* Unless specifically provided herein, this Agreement is not exclusive to

the Contractor and the Water Authority may contract with other businesses to provide similar services at any time. In addition, if this Agreement is for the purchase of Services on an as needed basis, the Water Authority is not obligated to make any purchase of Services hereunder.

**4. Independent Contractor:** Neither the Contractor nor its employees are considered to be employees of the Water Authority for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the Water Authority under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the Water Authority under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

**5. Personnel:**

5.1 The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement in a timely manner. Such personnel shall not be employees of or have any contractual relationships with the Water Authority.

5.2 All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

5.3 None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the Water Authority. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

**6. Indemnity:** The Contractor agrees to defend, indemnify and hold harmless the Water Authority and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, and performance by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

**7. Insurance:** The Contractor shall not commence any work under this Agreement until the insurances required in Part II of the RFP, Special Instructions, have been obtained and the proper certificates, riders or endorsements (or policies) have been submitted to the Water Authority.

**8. Reports and Information:** At such times and in such forms as the Water Authority may require, there shall be furnished to the Water Authority such statements, records, reports, data and information, as the Water Authority may request pertaining to matters covered by this Agreement. Unless authorized by the Water Authority, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the Water Authority.

**9. Establishment and Maintenance of Records:** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Water Authority with respect to all matters covered by this Agreement. Except as otherwise authorized by the Water



Authority, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement and shall be available to the Water Authority until all applicable statutes of limitation have run. This Section 9 shall survive and continue beyond the termination of this Agreement or any of its provisions.

**10. Audits:** At any time during normal business hours and as often as the Water Authority may deem necessary, there shall be made available to the Water Authority for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the Water Authority to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**11. Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Water Authority shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

**12. Ethical Conduct:** The Contractor warrants that it will perform the Services under this Agreement in compliance with the Ethical Conduct provisions (§2-390) and Unfair Business Practices provisions (§2-376) of the Procurement Ordinance, the Water Authority Code of Conduct, the Governmental Conduct Act (Sections 10-16-1 through 10-16-18, NMSA 1978), the New Mexico criminal statutes prohibiting bribes, gratuities and kickbacks, (Sections 30-41-1 through 30-41-3 NMSA 1978), and any other Water Authority or New Mexico laws, ordinances, rules and regulations, policies, procedures and administrative instructions applicable to ethical conduct. Contractor warrants that 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 Agreement.

**13. Unfair Business Practices:** The Contractor agrees to comply with the Unfair Business Practices provisions (§2-376) of the Procurement Ordinance and the New Mexico Unfair Practices Act, Section 57-12-1 et seq. NMSA 1978 (the "Act"). If during the term of this Agreement the Contractor has been found to engage in any Unfair Business Practices the Contractor agrees to report that finding to the Water Authority Central Purchasing Office. Unfair Business Practices are defined as a system or pattern of acts or practices that a federal or State enforcement agency has made a formal finding within the last three (3) years to be discriminatory, deceptive, fraudulent, or abusive (or similar terms) under the Act, or an applicable federal or State consumer protection law relating to the Scope of this Agreement or that have violated a relevant criminal statute, as evidenced by a public enforcement order or judgment, settlement with the enforcement agency or other formal finding by the relevant enforcement agency with regulatory enforcement authority under the applicable consumer protection law, or criminal conviction.

**14. Compliance with Laws:** In providing the Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments, including, but not limited to 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.

**15. Changes:** If changes occur in the terms and conditions of this Agreement, scope of services, or the description of the Project, a supplemental agreement may be negotiated at the request of either party.

**16. Assignability:** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the Water Authority thereto.

**17. Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, and fail to cure any such default within fifteen (15) days after receipt of a notice of default from the Water Authority, the Water Authority shall thereupon have the right to terminate this Agreement without further notice to the Contractor. The notice of default shall specify the date of termination. In the event of termination for cause, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the Water Authority, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Water Authority for damages sustained by the Water Authority by virtue of any breach of this Agreement by the Contractor, and the Water Authority may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Water Authority from the Contractor is determined.

**18. Termination for Convenience of the Water Authority:** The Water Authority may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the Contractor. If the Contractor is terminated by the Water Authority as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.

**19. Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**20. Enforcement:** The Contractor agrees to pay to the Water Authority all costs and expenses including reasonable attorney's fees incurred by the Water Authority in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

**21. Entire Agreement:** The RFP and Contractor's Proposal submitted in response to the RFP, and all Exhibits and other documents attached or referred to in this Agreement are hereby incorporated into and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms. In the event of a conflict, the documents shall have precedence as follows: Exhibits, Agreement, RFP and Proposal.

This Agreement and incorporated documents contain the entire agreement of the parties and supersede any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

**22. Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the ordinances, rules and regulations of the Water Authority.

**23. Approval Required:** This Agreement shall not become effective or binding until approved by the Executive Director of the Water Authority.



**IN WITNESS WHEREOF**, the Water Authority and the Contractor have executed this Agreement as of the last date written below.

**ALBUQUERQUE BERNALILLO COUNTY  
WATER UTILITY AUTHORITY**

**CONTRACTOR:**

\_\_\_\_\_

**Approved By:**

\_\_\_\_\_

Mark S. Sanchez, Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Reviewed by:**

\_\_\_\_\_

Peter Auh, General Counsel

Date: \_\_\_\_\_