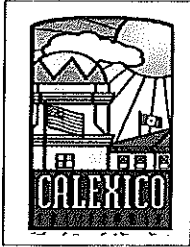


AGENDA
ITEM
10



AGENDA STAFF REPORT

DATE: March 17, 2021

TO: Mayor and City Council

APPROVED BY: Miguel Figueroa, City Manager *MV*

PREPARED BY: Lilliana Falomir, Public Works Manager – Administrative *[Signature]*

SUBJECT: Authorize the City Manager to Purchase One (1) New Variable Frequency Drive for the Water Treatment Plant in the amount of \$70,830.00 from Graybar under OMNIA Partners Public Sector - U.S. Communities Program Cooperative Purchase Agreement.

=====

Recommendation:

Authorize the City Manager to Purchase One (1) New Variable Frequency Drive for the Water Treatment Plant in the amount of \$70,830.00 from Graybar under OMNIA Partners Public Sector - U.S. Communities Program Cooperative Purchase Agreement.

Background:

In 2000, the City of Calexico purchased Variable Frequency Drive (VFD) No. 2 for the Water Treatment Plant. The Water Treatment Plant has a total of five (5) VFD's that control the pumps that distribute the treated water onto the City's distribution system. VFD No. 2 had been reliable for the most part but for the past three (3) years the Water Treatment Plant has had the following issues:

- 1. Not working automatically
- 2. Every year it breaks and needs to be fixed
- 3. VFD No. 2 has been placed offline

Public Works staff was recently informed that this particular equipment is obsolete and the parts to repair it have been discontinued. Since the VFDs for the Water Treatment Plant are obsolete, Public Works staff requests City Council authorization to purchase one (1) new VFD.

Discussion & Analysis:

Public Works staff believes that with the recent discovery of the significant operability problems with VFD No. 2 during an inspection which is an



unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, and/or essential public services. Sufficient funds exist in the City's water operating fund to pay for the purchase of the new VFD No. 2. Thus, Public Works staff recommends that the City Council authorize the City Manager to purchase one (1) new Variable Frequency Drive for the Water Treatment Plant in the amount of \$70,830.00 from Graybar under OMNIA Partners Public Sector - U.S. Communities Program Cooperative Purchase Agreement.

Fiscal Impact:

Capital Improvement Program – Budgeted Item for FY2020-2021

Water Treatment Plant Equipment (516-90-992-56014-000)	\$70,830.00
Total	<u>\$70,830.00</u>

Coordinated With:

Public Works Department.

Attachment(s):

1. Graybar Proposal dated March 10, 2021.
2. Ordinance No. 1196, Purchasing Policies and Procedures – Cooperative Purchases Section.
3. OMNIA Partners membership letter dated March 11, 2021.
4. Graybar Contract No. EV2370

Prepared By:

Oliver Cruz
 Outside Sales - Industrial Automation
 8606 Miralani Dr
 San Diego, CA 92126
 Oliver.cruz@graybar.com
 D: 909.784.8509

Proposal Name: ATV660 Replacement-City of Calexico

Quote Number: Q-174613

Quote Date: 03/10/2021

Through Addenda Number: 0

Sales Representative: CHERYL MARSH

Conditions of Sale

This Quotation is subject to Coordinated Project Terms. See <https://www.schneider-electric.us/en/download/document/0100PL0043>

Quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

Price

SEUSA Services will perform the Scope of Work identified in this proposal per the following price:

Scope	Price
Turnkey to replace ATV660 with ATV680 ATV680C16T4N2ANYABNG Designation: ATV680 250HP w/Bypass	\$70,830 Customer Net
Shutdown scheduled during Sundays or Schneider Electric holidays*	
<i>*NOTE: Excluding Schneider Electric holidays, unless otherwise specified</i>	

This price includes all travel, mileage, expenses and any applicable Field Service Reports that will document and detail the services performed.

This proposal is subject to the following:

- > Price quoted does not include any state, federal, or local taxes.
- > Service will be scheduled after receipt of order.
- > If tax exempt, exempt certificate must accompany purchase order.
- > Payment is due upon receipt of invoice.
- > Price is FOB Factory-Freight Insured (FOB) Destination is additional cost

Payment Schedule

All projects will be billed based on execution milestones, schedule of values to be provided after receipt of PO. SEUSA may invoice purchaser monthly for all work performed, and for all equipment delivered to the job site or an off-site storage facility. Purchaser may delay the work, for a period not to exceed 60 days, by giving notice to SEUSA, and purchaser shall pay for all work prior to the delay, and will pay all costs incurred by SEUSA because of such delay.

Proposal Acceptance

Due to the extreme volatility in the commodities markets, this quotation is valid for only 30 days. Currently, there is extreme volatility in the steel markets (especially electrical steel) due to the evolving nature of the tariffs. We will do our best to hold the pricing but there are many factors beyond our control and these potential increases would be passed along to the customer. It is also assumed that this project will be executed within 12 months. If the execution timeline of this project exceeds this timeframe, any price escalations would also be passed along to the customer. In addition, any changes to the Scope of Work or Bill of Material will require a revised quotation which may result in a price change.

To accept this proposal, issue a P.O. to a local Square D by Schneider Electric distributor

Click the link below or copy the URL and paste it into your browser to locate a SEUSA Services support center nearest you.

Link: <https://www.schneider-electric.us/en/work/support/locator/>

Please send completed Purchase Orders to: oliver.cruz@graybar.com

The following information is required:

- Site contact name
- Phone number
- Email address

Please also include SEUSA account number (if known).

Scope of Work

Schneider Electric Services will provide a turnkey solution to remove existing ATV660, replace with new ATV680, install and startup for **extended warranty of 48 months**. ATV has been specified per the City of Calexico's specification Section (26 29 23.21) 16260.21.

Designation : ATV680 250HP w/Bypass

Product Details:

1 - ATV680C16T4N2ANYABNG-Altivar 680

ATV680C16T4N2ANYABNG

Designation: ATV680 250HP w/Bypass

Main circuit breaker disconnect

100k AIC rated

Selected for 460 Vac 3 phase motor

250 Horsepower

Sized for Normal duty.

Drive controller rated for 302 Max. Output

Amps

Max. Output Current Rating Will Be Lower
Than The Continuous Output Current Rating
Of The Drive When Bypass Option Is
Selected.

Type 12 Enclosure

UL508A Label

RAL7035 (Gray)

Standard IEC Rated Bypass Contactors

Isolation and bypass contactors (with
mechanical and electrical interlocking).

Isolation and bypass contactor sequencing
provides true motor isolation. Remote
automatic bypass operation using Auto
Start contacts.

Control options:

AFC-Off-Bypass selector switch

Hand-Off-Auto selector switch

Test-Normal selector switch

Speed Potentiometer

Pilot light options:

Bypass pilot light (yellow)

Overload Trip pilot light (yellow)

Power on pilot light (red)

Run pilot light (green)

Trip pilot light (yellow)

Auxiliary contacts:

1 NO/NC run contact

1 NO/NC trip contact

1 NO/NC bypass run contact

1 NO auto mode contact

G14 - Transient voltage suppressor TYPE 1 SPD

40K

This device contains selected features that require factory engineered configurations.

Standard published lead times no longer apply. Enclosure dimensions are subject to change.

Estimated days to ship, excluding transit: 15 working days after customer release to manufacturer. See Conditions of Sale.

Clarifications

Remove Isolation Transformer.

Document control wiring.

Remove control wiring and old VFD enclosure

Install and mount new Active Front End VFD without Isolation transformer

Integrate control wiring.

Schneider will perform the certified startup for and **additional 48 months of warranty.**

Misc hardware and connectors will be supplied as needed.

Additional line and load wires **are not** included in this quote.

Line and load will both be top fed from the right side of the new cabinet (line from the right side and load from the left side).

Turn around will be approximately 1 week from the start of demolition.

- > An outage of approximately 12 hours is expected to perform the work.
- > If any additional electrical or mechanical defects are found during our investigation, these will be brought to your immediate attention. Authorization for these repairs and their costs will be agreed upon before any additional work is performed.

Customer Responsibilities

- Schedule power outage with the local utility or production and absorb all related costs.
- Provide lighting and 120V power with GFI for Field Services' on-site electrical equipment, if required.
- Provide qualified personnel to de-energize / re-energize equipment as defined by NFPA70E.
- Provide qualified personnel to lockout equipment and verify zero energy state as defined by NFPA70E.
- Provide qualified individual for grounding of equipment as required.
- Provide proper workspace clear of obstruction with adequate temporary lighting for the walkways and emergency exits. *Work will not commence until adequate lighting is in place. *
- Provide a phone with defined emergency contact and site location in event of an emergency.
- Provide an authorized person to sign all manifests for asbestos and PCB wastes (if any)
- Labor and expense cost overruns due to:
 - Delays by others
 - Lack of equipment readiness for services outlined herein

Work Not Included

- Any site-specific meetings or customer-specific safety or clearance training greater than one hour conducted during the date of service or required outside the dates of service.
- Development of switching procedures and/or MOPs.
- Update of original factory order drawings can be quoted upon request.
- Additional site visits or meetings beyond that required to perform the scope of work above

Schedule

Services should be scheduled at least 10 working days in advance (20 days for holidays) and canceled at least two working days in advance of scheduled start of service.

**GRAYBAR ELECTRIC COMPANY, INC.
TERMS AND CONDITIONS OF SALE**

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. **PRICES AND SHIPMENTS** - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.
3. **RETURN OF GOODS** - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. **DELAY IN DELIVERY** - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipment or delivery.
6. **LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. **GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.**
7. **LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and **IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.** In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
8. **WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. **MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. **REELS** - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. **CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. **FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act

(FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

17. CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

EXHIBIT "A"
CITY OF CALEXICO PURCHASING POLICY & PROCEDURES

the Finance Department. Departments shall submit in writing to the Finance Department any performance problem encountered immediately following the occurrence so that corrective action may be taken.

Contract Purchase Orders are annual and may include option for renewal for specific products, product types, or services at agreed upon prices or pricing structure and for a specified period of time.

Cooperative Purchases

The City may participate in purchases and contracts established by other political jurisdictions, provided the cooperative agreement is established following a competitive bid process. The City Manager may authorize the award of cooperative purchase agreements up to \$9,999,24,999. City Council approval is required for the award of any cooperative purchase of \$10,000,25,000 or more.

Sole Source Purchases

Commodities and services, which can be obtained from only one vendor, are exempt from competitive bidding. Sole source purchases may include proprietary items sold directly from the manufacturer, items that have only one distributor authorized to sell in this area or a certain product had been proven to be the only product that has proven to be acceptable. All sole source purchases shall be supported by written documentation signed by the appropriate Department Head and forwarded to the Finance Department. The Finance Director or designee will make final determination that an item is a valid sole source purchase.

Urgency Purchases

An urgency is one where there is an unforeseen situation which requires immediate procurement of materials or services in order to continue operations of an essential department, or for the preservation of health, safety and welfare of the people, or protection of property, when there is a present, immediate and existing danger. A depletion of stock through normal routine usage is not considered an urgency item.

Urgency purchases may be made without competitive bidding when time is of the essence, and shall be made only for the following reasons:

1. to preserve or protect life, health or property; or
2. upon natural disaster; or
3. to forestall a shutdown of essential public services

Since urgency purchases do not normally provide the City an opportunity to obtain competitive quotes or properly encumber funds committed, sound judgment shall be used in keeping such order to an absolute minimum. In addition, the following requirements shall apply:

4. The Finance Department shall be contacted as soon as possible for an advance purchase order number, which may be given verbally to cover the



March 11, 2021

To Whom It May Concern:

The City of Calexico submitted a participation form and was accepted as a member of OMNIA Partners, March 5, 2009.

The OMNIA Partners Participation Number assigned to The City of Calexico is 5243750.

Your dedicated Senior Member Development Manager is Kelly Dietze.
Kelly may be reached at 615-649-9237, or at kelly.dietze@omniapartners.com.

Thank you for your participation with OMNIA Partners.

Sincerely,

A handwritten signature in black ink, appearing to read "Bishop Theroff". The signature is fluid and cursive, with a large initial "B" and "T".

Bishop Theroff
Manager, Member Services

840 Crescent Centre Drive, Suite 600
Franklin, TN 37067

Serving State & Local Government, Education, Special Districts, and Non-Profits

Graybar is the awarded supplier of electrical, lighting, data communications and security products and related products, services and solutions through OMNIA Partners, Public Sector, the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement.

U.S. Communities is now OMNIA Partners, Public Sector.

CONTRACT # EV2370

Electrical, Lighting, Data/Communication, Networking, Wireless, Security and Related MRO Supplies.

Service Solutions to Support Products

Why OMNIA Partners, Public Sector, through Graybar?

We are a leading distributor of electrical, lighting, data/communications, networking, security and related MRO products. With 289 locations across North America, Graybar is a local distributor backed by the strength of a FORTUNE 500 company.

The Graybar-OMNIA Partners, Public Sector Program:

- Satisfies solicitation requirements
- Lead public agency managed contracts
- No cost to participate
- Contracts allow your organization to maximize savings on the products you need while reducing procurement time.
- Ensures accurate contract pricing, terms and agency specific requirements.

Eligible Agencies

- State Agencies, Counties, Cities, Towns and Villages
- Specials Districts: Water, MUD's, Transportation, Airports
- Public and Private Higher Education
 - » Colleges, Universities, Technical Schools
- Public and Private K-12
 - » School Districts, Charter Schools and Other
- Non-Profits: Churches, Education, Healthcare and Other

Value Added Services

A complete and comprehensive offering of value added services to support the products included in our contract. Services may include, but not limited to: assessment, repair, renovation, installation, testing, inventory, emergency, recovery, training and other related services that may be offered through Graybar.

eCommerce – Inventory Management

Connect with Graybar through Graybar.com, private marketplaces or PunchOut. Graybar supports our customer's eProcurement initiatives by interfacing with a variety of ERP systems, software providers and marketplaces. We make it easy for customers to find products, place orders, check on transactions and much more -- 24/7.

Customer Focus

Graybar has developed an unmatched selection of value added services and solutions to support the products we distribute daily. We are committed to satisfying our customers through delivery of consistent, reliable and quality service.

Graybar Financial Services

Graybar Financial Services® (GFS) can provide states, local governments and educational institutions financing for products covered in our contract and related services, whether for volume purchases, projects, or otherwise.

How to Register

Simply register at www.omniapartners.com/publicsector.

Registration does not obligate you to purchase through the program, but it does introduce you to a wide range of products and services at outstanding prices.

Graybar Program Managers

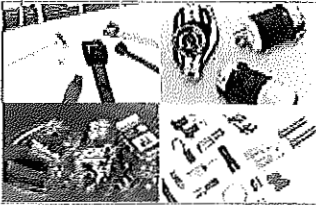
Rob Rhoads, East • (202) 445-8992 • robert.rhoads@graybar.com

Jeff Peskuski, Central • (630) 640-4905 • jeff.peskuski@graybar.com

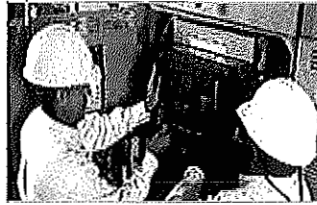
Adam Sass, West • (925) 216-2858 • adam.sass@graybar.com

Contracts: Products and Services

Electrical and MRO



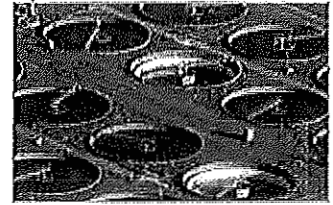
Power Distribution



Motor and Power Control



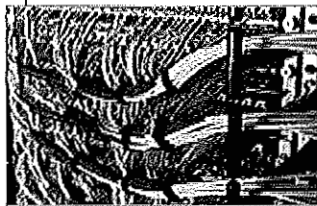
Plant, Industrial
and Utility Products



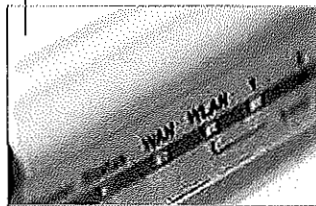
Voice and Data
Communication



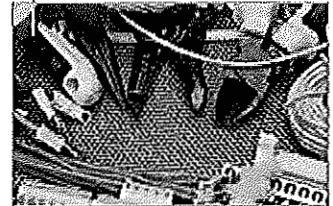
Fiber and Copper Cable
and Connectivity



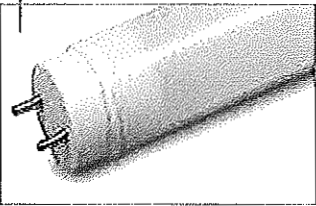
Wireless and Mobile
Communication



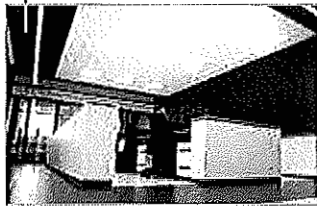
Metering, Tools
and Testing



Lamps and
Lighting Products



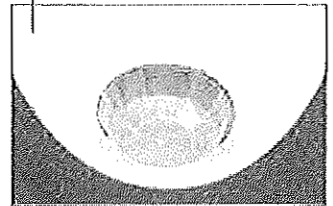
LED Indoor/Outdoor
Lighting



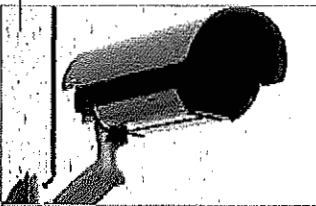
LED Roadway and
Parking Lighting



Energy Management
and Lighting Controls



Security Products



Estimate Protection



Paging and Notification



Safety



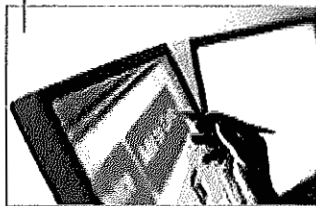
Inventory and
Stores Solutions



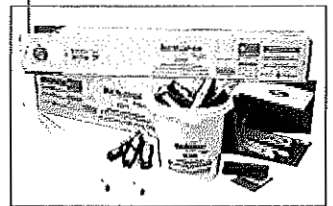
Lighting and Power



eBusiness



Recycling Services



PROUD MEMBER OF THE:

