



# **City of Grand Island**

**Tuesday, January 8, 2019**

**Council Session**

## **Item G-17**

### **#2019-13 - Approving Purchase of Distribution Transformers**

**Staff Contact: Tim Luchsinger, Stacy Nonhof**

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting:** January 8, 2019

**Subject:** Distribution Transformers

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

On average, Grand Island Utilities uses around 275 distribution transformers per year. These transformer purchases can be broken down into three categories: Three Phase Pad-mount, Single Phase Pad-mount, and Single Phase Pole-mount. With procurement lead times of up to 12 weeks, it is beneficial to have a pre-approved price sheet available for ordering. The proposed agreements provide for the purchase of the various transformers by unit pricing through the end of the calendar year.

## **Discussion**

The Utilities Department evaluated three independent categories of transformers: Three Phase Pad-mount, Single Phase Pad-mount, and Single Phase Pole-mount. The request for proposal was advertised on November 19, 2018. Proposals were received on December 11, 2018, with the following six vendors submitting proposals:

ERMCO, Inc.  
Central Moloney, Inc.  
Kriz-Davis Company  
Dutton-Lainson Company  
Graybar Electric Co., Inc.

Using evaluation criteria, which included unit pricing, estimated quantities, and transformer performance, the proposals were reviewed by the department's division managers. A tabulation of the evaluations' factors indicated the lowest evaluated price for the following selections:

Company	Category
ERMCO, Inc.	Three Phase Pad-mount Transformers
ERMCO, Inc.	Single Phase Pad-mount Transformers
Graybar Electric Co., Inc.	Single Phase Pole-mount Transformers

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

The project specifications provide that the City may award all categories to a single vendor or award contracts to three separate vendors, whichever method provides the best value to the City. City Administration recommends that the Council approve the purchasing contracts for the Distribution Transformers, as the low responsive proposals:

ERMCO, Inc.	Three Phase Pad-mount Transformers
ERMCO, Inc.	Single Phase Pad-mount Transformers
Graybar Electric Company, Inc.	Single Phase Pole-mount Transformers

## **Sample Motion**

Move to approve the purchasing contracts for the Distribution Transformers, as the low responsive proposals:

ERMCO, Inc.	Three Phase Pad-mount Transformers
ERMCO, Inc.	Single Phase Pad-mount Transformers
Graybar Electric Company, Inc.	Single Phase Pole-mount Transformers



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
DISTRIBUTION TRANSFORMERS**

**RFP DUE DATE:** December 11, 2018 at 4:15 p.m.  
**DEPARTMENT:** Utilities  
**PUBLICATION DATE:** November 19, 2018  
**NO. POTENTIAL BIDDERS:** 6

**SUMMARY OF PROPOSALS RECEIVED**

**Central Moloney Inc.**  
Pine Bluff, AR

**Cahoon Sales, Inc. (ERMCO, Inc.)**  
Iowa City, IA

**Graybar Electric Company, Inc.**  
Jefferson City, MO

**Dutton-Lainson Company**  
Hastings, NE

**Kriz-Davis**  
Grand Island, NE

cc: Tim Luchsinger, Utilities Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent  
Ryan Schmitz, Assist. Utilities Director

Pat Gericke, Utilities Admin. Assist.  
Patrick Brown, Finance Director  
Christy Leshner, Utilities Secretary

**P2087**

**DISTRIBUTION TRANSFORMERS (THREE PHASE PAD-MOUNT & SINGLE PHASE  
PAD-MOUNT TRANSFORMERS) – CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between **ERMCO, INC.**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for proposals to be published for *DISTRIBUTION TRANSFORMERS* and

WHEREAS, the City, in the manner prescribed by law, has evaluated the proposals submitted, and has determined the aforesaid Contractor to be the responsible proposer, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, portions thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, him/herself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. Noted Exceptions in Cahoon Sales, Inc. Proposal dated November 30, 2018.
3. City of Grand Island Request for Proposals.
4. Cahoon Sales, Inc. Proposal dated November 30, 2018.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) provide and perform all necessary labor; and (c) in a good substantial and workmanlike manner and in accordance

with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

**ARTICLE III.** The proposed pricing will commence as soon as possible after Contract execution, **and that the Contract shall run through December 31, 2019.**

**ARTICLE IV.** The Contractor hereby agrees to act as agent for the City. The invoice for contractor's services will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice. The City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

**ARTICLE V.** The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

#### GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor

or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ERMCO, INC.

By Travis Baldwin Date 12/22/18  
TRAVIS BALDWIN  
Title REGIONAL SALES MANAGER

CITY OF GRAND ISLAND, NEBRASKA

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor  
Attest: \_\_\_\_\_  
City Clerk

The contract is in due form according to law and hereby approved.

\_\_\_\_\_  
Attorney for the City Date \_\_\_\_\_



**DISTRIBUTION TRANSFORMERS**  
**(POLE-MOUNTED TRANSFORMERS) – CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between **GRAYBAR ELECTRIC CO., INC.**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for proposals to be published for *DISTRIBUTION TRANSFORMERS* and

WHEREAS, the City, in the manner prescribed by law, has evaluated the proposals submitted, and has determined the aforesaid Contractor to be the responsible proposer, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, portions thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, him/herself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. Noted Exceptions in Graybar Electric Co., Inc. Proposal dated December 7, 2018.
3. City of Grand Island Request for Proposals.
4. Graybar Electric Co., Inc. Proposal dated December 7, 2018.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) provide and perform



all necessary labor; and (c) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

**ARTICLE III.** The proposed pricing will commence as soon as possible after Contract execution, **and that the Contract shall run through December 31, 2019.**

**ARTICLE IV.** The Contractor hereby agrees to act as agent for the City. The invoice for contractor's services will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice. The City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.


**ARTICLE V.** The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

#### GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of

employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**GRAYBAR ELECTRIC CO., INC.**

By  Date 12/26/18

Title Branch Manager

**CITY OF GRAND ISLAND, NEBRASKA**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

The contract is in due form according to law and hereby approved.

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_

RESOLUTION 2019-13

WHEREAS, the City of Grand Island invited quotes for Electric Distribution Transformers, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on December 11, 2018, proposals were received, opened, reviewed and evaluated based on responsiveness, experience, unit pricing and guarantees; and

WHEREAS, ERMCO, Inc., of Iowa City, Iowa, submitted a quote for Three Phase Pad-mount Transformers and Single Phase Pad-mount Transformers; and

WHEREAS, Graybar Electric Company, Inc., of Omaha, Nebraska, submitted a quote for Single Phase Pole-mount Transformers; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of Three Phase Pad-mount Transformers and Single Phase Pad-mount Transformers from ERMCO, Inc., c/o Cahoon Sales, Inc., and the purchase of Single Phase Pole-mount Transformers from Graybar Electric Company, Inc., is hereby approved and the Mayor is hereby authorized to sign the contracts on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, January 8, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 4, 2019	☐ City Attorney