




DEPARTMENT OF PUBLIC UTILITIES

MEMORANDUM

DATE: November 26, 2024

TO: GEORGEANNE A. WHITE, City Manager
Office of the Mayor and City Manager

FROM: BROCK D. BUCHE, PE, PLS, Director 
Department of Public Utilities

TIMOTHY TOMPSETT, Wastewater Manager 
Department of Public Utilities – Wastewater Management Division

**SUBJECT: AFFIRM THAT REXEL IS UNIQUELY QUALIFIED TO SUPPLY
MAINTENANCE AND SUPPORT OF THE ROCKWELL AUTOMATION
AND CONTROL SYSTEMS FOR THE DEPARTMENT OF PUBLIC
UTILITIES, WASTEWATER MANAGEMENT DIVISION**

The purpose of this memorandum is to request City Manager approval for a uniquely qualified vendor to enter into a 5-year support services contract with Rexel for Rockwell's products and services at the Department of Public Utilities (DPU), Wastewater Management Division (WMD). This includes support of Automation Control Hardware, Human Machine Interface (HMI) hardware, Automation Software, and 24x7x365 System Support.

Executive Summary

Automation Control software and hardware are not uniform between different vendors. Instead, each vendor's control systems offer different functionalities not available in others. As such, the WMD has standardized on Rockwell software and hardware and has been utilizing their products and services for over 20 years. The most cost-effective method to maintain these proprietary systems is to establish a 5-year service agreement with Rexel through the uniquely qualified procurement process.

The Wastewater Management Division has determined that Rockwell's local authorized distributor Rexel is uniquely qualified to provide the preferred Rockwell automation control systems software and hardware support services.

Background of Rockwell's Use by WMD Wastewater Treatment Facilities

The Wastewater Management Division utilizes Rockwell FactoryTalk software for process operation and control of the Fresno-Clovis Regional Wastewater Reclamation Facility (RWRF) and the North Fresno Wastewater Reclamation Facilities (NFWRF) Supervisory Control and Data Acquisition System (SCADA). These systems serve as the process control platform, managing equipment functions at both facilities. The WMD standardized on Rockwell software and hardware 20+ years ago and has had annual support agreements since. These support agreements are crucial in supporting the day-to-day operations of these facilities.

Selection Process for Rexel to Support the Rockwell Control Systems

Rockwell Control Systems have been utilized at the Wastewater Management Division for over 20 years. Rexel is Rockwell's only authorized distributor in Fresno County. As a matter of Rockwell's company policy, full factory product and sales support is made available only to the local authorized distributor. Rexel has supplied a 5-year term maintenance and support proposal to assure the division's control system is maintained in an optimal condition.

The Wastewater Management Division contacted the Information Services Department (ISD) to confirm the Rockwell products were acceptable for use in the control system of the division:

1. The Wastewater Management Division completed a review process for the use and support of the Rockwell products with ISD in 2022.
2. ISD's INFOSEC group validated approval for this request.
3. ISD's INFOSEC group and the Assistant Director supplied ISD's approval for Rockwell software and equipment in the SCADA environment.

As such, ISD had no objection to the procurement of the Rockwell software and support.

Recommendation

The Wastewater Management Division is requesting the City Manager's concurrence in finding that Rexel is uniquely qualified and uniquely capable of providing maintenance and support for the WMD Rockwell control systems due to the uniqueness of the product and the cost-effectiveness of purchasing a five-year service agreement.

November 26, 2024

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If approved, WMD will seek a Council award in the amount of \$242,500.00, paid in annual payments of \$48,500.00.

☒ Approved ☐ Denied


Georgeanne A. White, City Manager

12/3/24
Date

Attachment 1 – RSA Proposal_City of Fresno 10.18.24.pdf

Attachment 2 – Rexel - Authorized Distributor - City of Fresno 9-13-2024.pdf

cc: Timothy Tompsett, Wastewater Manager – Maintenance Section

Todd Eischen, Wastewater System Supervisor- Electrical Maintenance Section



Mark Wharton

Senior Partner Manager – Market Access

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September 13, 2024

John Souza
City of Fresno
5607 W Jensen Avenue
Fresno, CA 93706

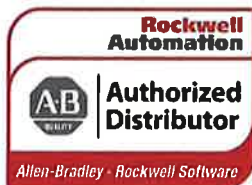
Re: Rexel – Authorized Distributor / Risks of Purchasing from Non-Authorized Sources

Dear John,

This is to confirm that *Rexel (formerly Buckles-Smith)* currently is the only distributor appointed and authorized to sell Allen-Bradley Standard Controls, Drives, PLC/MMI, Rockwell Software products and all services offerings in Fresno County, CA which includes the geographic area in which the City of Fresno facility is located (Fresno, CA). As a matter of Company policy, full factory product and sales support is made available only to the local authorized distributor, and it is Rockwell Automation's practice and policy to always promote and recommend the use of that distributor to customers in that geographic area. Rockwell Automation discourages the use of other non-authorized sources, including distributors who may hold an Allen-Bradley appointment in another locale.

In addition, we wanted to advise you of the risks associated with purchasing Rockwell Automation/Allen-Bradley/Rockwell Software branded goods from an unauthorized source.

Rockwell Automation sells its products and services either directly to its customers or through its authorized distributor network. When you purchase from Rockwell Automation or one of its authorized distributors you can be sure you will receive a genuine Rockwell Automation product with the latest innovations, uncompromising quality and dependable service and support. Authorized Rockwell Automation distributors can be found at <http://www.rockwellautomation.com/global/sales-partners/distributors/overview.page>. Authorized distributors are licensed to display the following logo:



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Mark Wharton

Senior Partner Manager – Market Access

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We have seen a growing number of instances, particularly online, where others purport to sell “New”, “Factory New”, “New In Box”, and or “Factory Sealed” Rockwell Automation products. Some resellers purport to be “Authorized Distributors” and offer a “Factory Warranty.” Unfortunately all of these claims are false and or misleading. We continue to take actions, including legal action, against those who make these false and misleading claims to protect our brand and our valued customers. However we must acknowledge that unauthorized resellers and false and misleading claims still exist.

There are significant risks in purchasing Rockwell Automation products from an unauthorized source. Purchasers from unauthorized sources have reported receiving fake/counterfeit products, used product sold as “new”, repaired products sold as “new”, improperly repaired (non-functioning) product sold as new, outdated product sold as “new”, open box product sold as “Factory Sealed” “Factory New”, and used products purportedly sold with a “Factory Warranty” among other false and misleading claims. Purchasing Rockwell Automation branded products from an unauthorized source presents significant safety and security risks that should be carefully considered and avoided.

Some of the benefits of purchasing from an authorized distributor include:

- **A Rockwell Automation warranty.** Products purchased from an unauthorized source may come with a fake Rockwell Automation warranty, a warranty provided by a third party, or no warranty at all. Rockwell Automation does not honor warranty claims for products purchased from an unauthorized source. Unfortunately, disappointed purchasers from an unauthorized reseller later learned that the product purchased was used, non-functioning, improperly repaired, tampered with and otherwise not as claimed to be by the reseller.
- **Licensed Rockwell Automation software.** Products that comprise or contain Rockwell Automation software and/or firmware do not receive a license from Rockwell to use any such software or firmware that may be loaded on such products when purchased from an unauthorized reseller. Rockwell also limits the access to software downloads on its website and their use to individuals or entities that have acquired Rockwell products from an authorized source. All other downloads and uses thereof are prohibited.
- **Rockwell customer support.** Rockwell has refused to provide customer support to customers who are known to have purchased Rockwell Automation products from an unauthorized source.

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- **Rockwell Automation's quality assurance.** Products purchased from an unauthorized source may contain defects or malfunctions due to improper handling, transportation and storage of the products. As already mentioned we have seen instances where purportedly new and genuine product turned out to be used, improperly repaired, non-functioning, and fake or which contains outdated firmware which raises serious safety and security concerns.
- **Rockwell Automation's product safety and/or recall notices.** Rockwell or its authorized distributors provide product safety and recall notices to those that have purchased genuine Rockwell Automation products. Purchasers from unauthorized resellers do not receive product safety or recall notices from Rockwell Automation in the manner that purchasers of genuine products do.
- **Rockwell Automation intellectual property indemnity.** Rockwell provides an intellectual property indemnity to those who purchase from an authorized source. Those who purchase from an unauthorized source do not receive such indemnity. In connection with this indemnity, under certain circumstances and subject to certain conditions, Rockwell will defend any lawsuit or other proceeding brought against the purchaser in which it is alleged that the design or construction of the genuine, authorized Rockwell product infringe a patent, copyright, or trademark (and/or replace, modify, or return any such product accused of infringement).

We trust you agree that there is significant value in purchasing Rockwell Automation products from an authorized source like Rexel. Moreover, significant risk is mitigated when purchasing from an authorized source.

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Should you have any questions regarding the above, please do not hesitate to contact either *Buckles-Smith* at 408-606-7601 or our local Rockwell Automation sales office at 925-242-5700.

Best Regards,

Mark Wharton

Senior Partner Manager – Market Access

Northern California

Cc: Noelle Tong-Villanueva - Rexel

David Aroz – Rexel

Robin Wiggins - Rexel

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3000 Executive Parkway, Suite 210
San Ramon, CA 94583





AUTOMATION
SOLUTIONS

City of Fresno
5607 W Jensen Ave, Fresno, CA, 93706

Rexel Plus Support
Agreement Proposal # - 99151444

MONDAY, OCTOBER 14, 2024

PRESENTED TO: John Souza
City of Fresno
5607 W Jensen Ave, Fresno, CA, 93706

PROPOSED BY: Rexel USA, Inc.
Noelle Tong-Villanueva



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1 REVISION HISTORY

Revision	Date of Revision	Description of Change
R1	8/20/2024	Initial Proposal Generation
R2	9/6/2024	Table of contents page matching & commercial corrections per email from John at the City



2 EXECUTIVE SUMMARY

ABOUT US

Rexel is a global expert in multi-channel distribution for the energy world, offering a range of innovative solutions backed by responsive and dependable support. Rexel uses its extensive knowledge base and capabilities to address the sophisticated electrical challenges of the industrial, commercial, and residential markets. Founded in 1967, Rexel's operates in 38 countries employing over 30,000 people in 2,200 branches. With over 200 facilities and 10 distribution centers in the U.S. your Rexel team is never far. Throughout the United States, Rexel Automation Solutions is an Authorized Rockwell Automation Service Provider and Distributor. Our established partnerships with Rockwell Automation and other leading technology manufacturers ensure you have access to the highest quality products, when and where you need them, while receiving best-in-class support from Rexel service experts.

OUR MISSION

At Rexel Automation Solutions, we strive to improve how customers connect with the supplies, solutions, and services they need to execute their smart manufacturing objectives. The multi-purpose industrial services highlighted in this proposal are designed to support manufacturers profitable growth with a simple, flexible, scalable, and accessible agreement. Our services provide customers with real time data to make strategic plans that improve automation spend, network communication reliability, and overall equipment effectiveness. When you're faced with challenges of increased productivity, speed to market, safety, network security, and quality assurance, you can count on Rexel to deliver measurable value and return on your investment.

OUR APPROACH

Rexel's unique insight into your manufacturing challenges and opportunities is key to how we can help you succeed. From the plant floor to the cloud, our deep experience in industrial environments provides unparalleled expertise in production operations as we help manufacturers mitigate risk and become more productive. By embracing new technologies, encouraging innovation, discovering new opportunities, and pursuing service-rich solutions, we are redefining how critical manufacturers compete within their competitive landscape. Rexel places the highest value on extending and expanding the long-term business relationship with our clients. Rexel's Support Agreements offer an ongoing partnership that provides a suite of core support services enabling you to maximize the value of your automation investments across your facilities. Our portfolio of plant services has helped some of the world's most successful companies improve reliability, increase productivity, and augment workforces. We welcome the opportunity to partner with you on all your electrical automation products and services.

3 REXEL SCOPE OF AGREEMENT

Rexel places the highest value on our long-term business relationship with City of Fresno. The following defines the key deliverables of the Rexel Plus Agreement and the approaches that Rexel is going to take throughout the term of the contract to ensure a successful business partnership.

3.1 REMOTE SUPPORT

Integrated Service Agreement 2.0 – Essential Level

An Integrated Service Agreement (ISA) from Rockwell Automation brings together the complete suite of core services required to enable you to **maximize the value** of your Rockwell Automation investments across your facility. This Agreement combines the core elements of remote support, repair services and field labor into a single agreement that is easy to maintain, measure and interact with. These services are then enhanced with an integrated delivery approach making it easier to do business with Rockwell Automation and ensuring a best-in-class experience that offers access to the services required when needed. Additionally, this agreement can provide information regarding your installed base to help better understand your lifecycle investment. We include proactive reporting that offers key visualizations and insights into the agreement usage, as well as engagement with contract management to ensure you are getting the value expected from the agreement. The multi-tiered model and approach allows flexibility to select the right package of offerings to meet your needs, with customizable options to better align the goals and requirements of your facility.

3.1.1 ISA Covered Site(s)

BPID	Site Name	Address	City	Country
99151444	CITY OF FRESNO	5607 W JENSEN AVE	Fresno, Ca 93706	United States

Table 1: ISA Covered Site(s)

3.1.2 Summary of Included Services and Service Level Definitions

Service Levels & Content Overview	Service Options
Remote Support Access to technical support engineers via chat, phone or the Live View virtual tool; the online support center including Knowledgebase, interactive forums, and product notifications; and the ability to download latest software update	24x7x365 System Level Support for Automation Control, 0 to >350HP RA Low Voltage Drives, TechConnect HMI & Information SW and Legacy Support (not 24x7 as it's best effort via RA due to the nature of the equipment age)
Repair+ Spend	USD 6,000.00x 5 = \$30,000 over the course of the 5-yr agreement

*More details on limits in relevant sections below

3.1.3 Remote Support Service

3.1.3.1 Service Description

24x7 System Support allows Customer's calls to be routed to a group of technical support engineers with proven expertise in Rockwell Automation control systems. Our engineers have deep knowledge of our products, software and legacy hardware and can use remote desktop technology to help troubleshoot or configure products quickly. You will work with a single engineer who manages your cases through resolution and follow-up. Access is available 24x7x365. Legacy Remote Support coverage will be 8x5, and best effort outside 8x5.

Customers can also take advantage of the Knowledgebase, their online resource for technical information, support and assistance. The Knowledgebase can assist you in increasing productivity by finding solutions to technical questions more quickly – saving both time and money. The Knowledgebase is updated with the hardware and software solutions from actual support cases. These updates are incorporated dynamically.

System Support includes the following support elements:

- Welcome Kit: Essential support agreement information / Support authorization number / Local support telephone number / User guide
- Real-time, System-Level Support: Standard product and programming software / Advanced software / Proactive follow up / Single-point resolution
- Advanced Engineering Expertise: Get support from system-level support engineers that have multiple years of experience in the industrial automation industry
- Software Maintenance: Online software update downloads
- Online Support Center Access: Knowledgebase tech notes / Interactive forums / Product notifications / Manage service tickets / Submit questions via email
- Learning+ savings and exclusive access: Customers with an active remote support agreement receive discounts and extended access to Learning+ modules offered by Rockwell Automation

Rockwell Automation will provide 24x7 Remote Support coverage (and 8x5 legacy Remote Support coverage) to Customer for the Rockwell Automation Product Families & software serial numbers listed in the Remote Support Coverage Details Section.

Support included with new Licenses purchased through the Rockwell Automation commerce portal or during this agreement term are not covered by this scope of work. Each new software purchase includes an independent support contract which may be co-termed with your RSA anniversary date. Renewal of these purchases will occur in the Rockwell Automation commerce portal as a separate agreement.

3.1.3.2 Definitions of Common Terms Used in Services

Technical Phone Support: Rockwell Automation phone support provides technical assistance for installation, configuration, troubleshooting, diagnosis, basic instruction programming and best practice recommendations. With an unlimited phone support agreement, Customer can call as often as needed throughout the term of your Agreement.

Case Handling: Rockwell Automation handles cases that require further investigation as a priority with automatic escalation procedures, and call Customer back to provide a progress update if an answer is not immediately available.

Case Resolution Follow-up: For cases where Rockwell Automation could not confirm resolution on the initial call, Customer will receive a proactive follow-up within one business day (target response) to confirm that the problem was resolved or continue troubleshooting, if necessary.

3.1.3.3 Remote Support Coverage Details

Rockwell Automation will provide TechConnectSM Support coverage to Customer for the Rockwell Automation Product Families & software serial numbers listed in the **attached workbook**.



City of Fresno SW
Listing workbook.xls

Please note:

Ref. Product Description	Catalog Number
<i>FT VantagePoint Dashboard Builder ESD S/W</i>	9521-VPDSHENE
<i>FT VantagePoint Client 5 CCU sfw</i>	9521-VPCL05ENE
<i>FT VantagePoint EMI EMI db Connector sfw</i>	9521-VPDMBCENE
<i>FT VantagePoint Server</i>	9521-VPSEVERENE
<i>FTVantagePoint SharePoint Web Parts</i>	9521-VPSHRPNTENE

The (5) FT-Vantage Point SW packages are included in this support agreement for year 1 of 5 only.

After year 1 of the Agreement, if the FT-Vantage Point SW still needs to be under support that will require an additional PO (or 3 Rexel Credits)

3.1.3.4 My Repairs

The My Repairs section of My Rockwell

is where a customer can access specific repair transactions and get detail regarding the status of these repairs. This section can be accessed directly at <https://www.rockwellautomation.com/my/repairs/quotes>.

3.2 Repair+ Spend Site Agreement
3.2.1 Basis for Statement of Work

The term of this Repair+ Agreement is 5 Years.

This Repair+ Agreement covers the site listed in the table below.

BPID	Customer	Address	City	State/Province	Country
99151444	CITY OF FRESNO	5607 W JENSEN AVE	FRESNO	CA	United States

Table 2: Repair+ Covered Site(s)

Rockwell Automation will provide repair services up to the total Repair Value indicated. This will cover remanufacturing, repair, and exchange services for the site(s) identified during the term of this Agreement.

Total Repair Value
USD 30,000.00

3.2.2 Repair Usage

If no Special Pricing Agreement (SPA) is in effect for the Customer, drawdown from the Repair Value will occur at economy list price for all Rockwell Automation repairs, at any service level. Non-Rockwell Automation repairs will draw down at list price. Any unit covered under an existing warranty will not apply to the Repair Value.

3.2.2.1 Repair Value Depletion

In the event that all of the available Repair Value is utilized, Customer has the option to either expand the Repair Value or to have subsequent repair services processed as standalone transactions outside of this Agreement. Rockwell Automation is responsible for notifying Customer when the Repair Value has been reached. Additional Repair Value may be purchased with a modified Purchase Order or a new Purchase Order. All additional Repair Value will have the same billing cycle as the existing Agreement unless requested otherwise. If Customer chooses to not expand the Repair Value, an invoice will be sent for any overage beyond the Repair Value. Subsequent repair services will be processed as standalone transactions, billed at the individual standard repair prices.

3.2.2.2 Unused Repair Value

If unused Repair Value remains at the end of the Agreement term, up to 50% of the unused amount can be added to the Repair Value of a renewal agreement if the renewal is completed on time, before the end date of the existing Agreement, and at an equal or greater annualized value of the original Agreement. For multi-year agreements, the unused amount that can be added to the Repair Value of a renewal agreement shall not exceed 50% of an annualized Repair Value. If Agreement is not renewed on time, any funds not used by the end of this agreement term shall be forfeited. This applies to both initial Repair Value and any Repair Value additions.

3.2.3 Repair+ Coverage

This Agreement applies to the remanufacture of Rockwell Automation products as well as the repair of Non-Rockwell Automation products that Rockwell Automation deems repairable. Rockwell Automation Product Repair & Exchange. This Agreement covers the repair of all Rockwell Automation products that Rockwell Automation deems repairable. Repairability is subject to change and availability may vary by region. This Agreement covers all service levels for both repair and exchange services. Service level availability may vary by region.

Non-Rockwell Automation Product Repair Services

This Agreement covers the repair of Non-Rockwell Automation products that Rockwell Automation deems repairable. Availability to repair non-Rockwell Automation products may vary by region.

Rockwell Automation reserves the right to limit non-Rockwell Automation repair to no more than 50% of the Total Repair Value. Should this amount be exceeded, additional Repair Value funds may be added or overages can be billed in addition to normal billings against the initial purchase order (or new purchase order) provided for this Agreement.

Fees

This Agreement covers any fees associated with a not like-for-like exchange, late core return, and non-return of a core; fees will be drawn down against the Agreement. Limited coverage applies to the following:

Discontinued Products

Discontinued products that are no longer deemed repairable by Rockwell Automation are not included in this service. Our best effort to support may be offered.

High HP Drives, Engineered-to-Order and Medium Voltage Equipment

Frame 5 drives and larger, along with Engineered-to-Order ^ Medium Voltage products are repaired at the component level. For these products, Customer will need to determine the component that needs repair and the process to remove to send for repair services.

Inventory Recertification

Availability of Inventory Recertification is limited to select regions and select Rockwell Automation repairable products; if available, the repair value can be used for standard Inventory Recertification.

Products that require special pricing are not covered under this Agreement.

This Agreement does not cover the following:

Non-Repairable (Consumable) Rockwell Automation Products

Rockwell Automation consumable products are not covered by this Agreement.

Catastrophic Failure and Products Deemed Not Repairable

In the instance a product is inspected by the Rockwell Automation and declared non-repairable to Rockwell Automation quality standards, the product may be returned-less-repaired, and Customer will be charged accordingly.

In the instance of a catastrophic failure where the entire unit needs replacing or the unit has damage that makes the unit unrepairable without replacing a majority of the product's internal components and/or where remanufacturing the unit does not adequately remove the reliability risk of the product not performing to specification, product will not be covered under this Agreement and is not eligible for priority exchange. New product will need to be purchased outside of this Agreement; Customer will work with Rockwell Automation to understand lead times.

Direct Replacement

This Agreement does not cover the purchase of direct replacement or new products.

This Agreement does not apply to potentially available upgrade programs.

On-Site Labor

- If on-site field labor is required to assist with replacement or installation of parts, hours can be used from the field service component of this agreement. If this agreement does not include field labor hours, then labor can be arranged by contacting your local Rockwell Automation authorized distributor or sales office.

3.2.4 Repair Services Process

Repair services will cover remanufacturing, repair, and exchange services for the site identified during the term of this Agreement.

Repair+ Agreement number must be referenced on all transactions. All transactions must be submitted under the site indicated on this Agreement.

Rockwell Automation or your local authorized Rockwell Automation distributor will process the repair with the designated Rockwell Automation remanufacturing/repair facility.

Upon completion of the remanufacture/repair, the unit will be returned as directed and a no charge invoice will be generated.

Any unit deemed non-repairable will be returned-less-repaired.

3.2.4.1 Priority Exchange Service (Exchange)

Where Priority Exchange service is selected, the process below will be utilized:

A replacement module will be provided in exchange for the failed core (subject to inventory availability).

If the Exchange program is utilized, a replacement will be shipped in advance of receipt of the failed core. The failed core must be returned to within 15 days of receipt of the advance replacement module. Failed cores that are returned late are subject to a late fee; failed cores that are not returned or returned after the return period are subject to a non-return fee.

Modules returned for exchange must be returned in repairable condition.

3.2.4.2 Priority Exchange Service Limitations

Priority service is not available for countries that import, and export laws require the same unit to be repaired and returned.

Priority service is not available for regulated industries that require the same unit to be repaired and returned.

Priority service is not available on Frame 5 drives and larger, on Medium Voltage products, or on custom, engineered-to-order products. Repair for these products is at the component level and only select components will be available via priority exchange.

3.2.5 Repair+ Warranty



All remanufacturing, repair, and exchange transactions, both Rockwell Automation products and Non-Rockwell Automation products, shall be warrantied based on the Service Level purchased.

Customers with negotiated warranty terms or with coverage under a different warranty agreement shall receive the agreed upon warranty, whichever is greater.

3.3 Integrated Service Agreement - Termination for Convenience

Either party may terminate this Support Agreement at any time by giving 120 days written notice. If terminated, the following terms apply:

If terminated by Customer, Customer agrees to pay, within 30 days of the termination date, a cancellation fee. The cancellation fee schedule is as follows:

Remaining Years	Cancellation Fee (with required 120-day notice)
Three Years	Current Invoices + services rendered + 6 months of Payments as described in Invoicing Schedule
Two Years	Current Invoices + services rendered + 3 months of Payments as described in the Invoicing Schedule
Last Year	Current Invoices + services rendered + 1 month of Payments as described in the Invoicing Schedule

If a customer only has a one-year Integrated Service Agreement and chooses to cancel, the Last Year Cancellation Fee will apply.

3.4 Repair+ Term and Termination

3.4.1 Term

The term of this Repair+ Agreement is 5 Years.

3.4.1.1 Option For Renewal under Expiration of Repair+ Agreement Term

Renewal: The Agreement Repair Value shall be re-evaluated based on the previous year's transaction history and the Customer's desired spend.

3.4.2 Repair+ Termination

This Agreement may be terminated for any reason at any time by giving 60 days' written notice. If less than 6 months remain in the existing Agreement, Customer shall forfeit all remaining funds and a cancellation fee equal to all remaining billings shall apply. Otherwise, payment to cover Repair Value utilized and an additional cancellation fee of 50% of the remaining undelivered Repair Value of the Agreement will apply.

3.5 PROFESSIONAL ASSESSMENT

Rexel will evaluate the plant risks and provide data driven information to help you make well-informed decisions that support your plant.

1 Rexel Credit needed for every 40-50 panels for Level 2 Assessment

3.5.1 *Install Base Evaluation*

Installed Base Evaluation is designed to support the decision-making process on where to initiate improvements and how to implement an effective maintenance strategy. Establishing a baseline of your manufacturing environment can be done effectively through on-site evaluations of key areas, spanning from the installed base to the storeroom inventory. After performing a customized Installed Base Evaluation, Rexel will make solution recommendations based on biggest challenges or most important priorities. The evaluations help bridge the gap between current state and end goals.

Rexel will collect data for RA and Non-Rockwell repairable equipment up to TBD panels, including the storeroom.

Rexel will provide an executive summary that will include ranking and prioritization of tasks from all evaluations, with more detailed rankings within each individual evaluation report. This report will be presented with a review cycle.

The Installed Base Evaluation provides the following:

- Review and categorization of inventory focusing on quantifying four major categories of inventory:
 - Active: Necessary to support installed process equipment
 - Inactive: "Obsolete" inventory not required to support process
 - Excess Active: Active, but over stocked inventory
 - Stash: Valuable inventory throughout the plant that is not recorded or visible to the inventory system
- Review and categorization of the lifecycle to provide the information, analysis, and recommendations needed to mitigate the risk of aging assets and protect the investments made in the automation infrastructure:
 - Active (Green): Most current offering within a product category.
 - Active Mature (Light Green): Product is fully supported, but a newer product exists. Gain value by migrating.
 - End of Life (Yellow): Discontinued date announced; actively execute migrations and last time buys.
- Discontinued (Red): New product no longer manufactured/procured; repair/exchange services may be available.

- Environmental conditions: grounding, wiring, possible corrosive conditions, ventilation, etc.
- Recommended Spares Report using product Mean time between failure (MTBF) and operating hours.
- Inventory analysis to provide a snapshot view of current inventory levels in storeroom and stash compared to recommended spares. This analysis also identifies insufficient inventory, excess inventory, and lifecycle status of installed base.
- Non-Rockwell Automation Installed Base (If Applicable) to provide listing of installed non-Rockwell Automation products.
- Detailed Installed Base to provide a detailed installed by location which includes part number and quantity in each location.
- Products by Location to allow customer to search by part number to find all areas that the part is installed.

3.6 TEMPERATURE EVALUATION

A temperature evaluation quickly identifies problem areas and offers compelling evidence of excess heat that can affect performance and potentially damage your critical equipment. Rexel will then recommend thermal management solutions to help you minimize downtime and reduce maintenance costs, if needed. During the evaluation, Rexel will inspect the enclosure, perform a temperature check, and provide recommendations of the findings.

If a Full Thermal Audit (yearly) is desired, this will use the 1 "Rexel Credit"

3.7 FACILITY SAFETY REVIEW

Rexel to provide a high-level visual inspection of plant documentation, procedures, and basic safety guarding. During this plant walk through, Rexel will document the areas that are insufficient based on industry standards and common practices that need to be addressed by actions taken by City of Fresno or others contracted by City of Fresno to do so. The results of this review are not legally binding on any party. They are merely suggestive to avoid possible future compliance or regulatory issues.

3.8 PRODUCT LIFE CYCLE PLANNING

This is provided with the Professional Assessment from section 1.4.

Rexel will be meeting with the plant engineering/maintenance team to deliver product and application reviews to ensure City of Fresno has knowledge of modern technology. Rexel will utilize information from the install base in the plant to provide insight on areas to maximize the asset reliability and update and optimize asset investment. Rexel to meet with City of Fresno twice a year for product life cycle planning.

3.9 DESIGNATED AGREEMENT MANAGER

A designated agreement manager will work directly with City of Fresno to ensure a successful engagement. He/She will proactively work with the City of Fresno team to provide data driven analytics to maximize asset reliability and uptime and help optimize installed based investment. He/She will document your goals for the agreement, manage all elements of the agreement. and work collaboratively with the City of Fresno team.

3.10 AGREEMENT KICK OFF AND REVIEW MEETING

Your Agreement Manager will meet with the City of Fresno team to review your business goals and objectives. He/She will review the components of the agreement and how to effectively utilize the elements. At the business review meeting, you will be provided the data on how the agreement is being used, schedule services, and manage repair, field labor and training, as applicable. Your agreement liaison will align any Rockwell Software subscriptions to your contract and share license and download details to help extend and protect your software investment.

3.11 REXEL CREDITS

A Total of 8 Rexel Credits are included in this 5-year contract.

The credit(s) Usage will be deducted/ tracked via your Customer Success Manager.

Examples of Usage of Credit deductions:

- Plant Install Base Reliability Lifecycle (1 credit per 40-50 panel evaluated)
- Network Vulnerability Assessment (2 credits)
- Thermography Audit (1 Credit per audit)
- Leak Detection Service (.5 Credit per day engagement)
- Capacitor Reforming (Credit deduction dependent on number of drives)
- *Other Rexel Services or Training are also options for use where we can discuss Credit amount based on SOW requirements.*
 - LOTO Assessments
 - Arc Flash Assessments and/or Training
 - Rockwell Training classes



4 CITY OF FRESNO COMMITMENT AND CLARIFICATIONS

- City of Fresno will provide dedicated and available personnel knowledgeable in the process, operation, control system, and facility layout to assist Rexel Field Service Professional(s) during onsite visits/service calls.
- Make the equipment or process available to Rexel representative during the mutually agreed upon schedule. Ensure Rexel has unencumbered access to all the machinery. Standby-time or idle time waiting for access to the machinery or customer personnel is not required.
- City of Fresno retains all liability with respect to their interpretation and implementation based on the assessment.
- City of Fresno to identify any special requirements for access to the machine prior to Rexel providing a proposal (Gowning, Clearance Requirements, Photo Restrictions, hours of operation of the equipment, access to customer representatives for asking questions about the equipment, non-Disclosure requirements, etc.)
- City of Fresno to provide identification badges, access permissions, and escorts to permit the performance of any task required on-site.
- Access to System - City of Fresno will make the process and systems available to Rexel during mutually agreed upon scheduled service engagements for the purpose of implementing the services and equipment described in this statement of work.
- All mechanical and electrical installation and work to be installed and managed by City of Fresno and/or their selected contractor.
- RoHS: Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, City of Fresno will notify Rexel prior to shipment of Customer supplied/specified products to Rexel. City of Fresno will indemnify Rexel against any claim arising out of Rexel's use of City of Fresno supplied/specified products.
- SAFETY AND SUBSTANCE ABUSE: Rexel will comply with its own Substance Abuse Policy which meets the intent of the Drug Free Workplace Act and all other legal requirements regarding drug testing. A copy of this policy can be supplied upon request.
- JOB SITE SAFETY: If the Rexel Delivered Services Field Service Professional deems any situation to be unsafe, Rexel Delivered Services may choose to refuse service. The following activities may occur:
 - Review Customer plant safety policies and procedures
 - Survey work environment for personnel safety
 - Validate clearances for serviceability.
 - Verify Customer locked-out/tagged-out breaker feeding the equipment Obtain safety equipment from Customer (if applicable)

5 PRICING

- Rexel Inc.'s price is based on the Rexel Support Agreement – Plus Agreement.
- Date of Agreement: 10/17/2024 – 10/18/2029
- Payment Cadence Annual on renewal anniversary
- **Annual Agreement** **\$48,500.00**
- **Total Agreement over the 5-year term** **\$242,500.00**

PAYMENT TERMS:

Net thirty (30) days or your standard agreed upon terms.

Quotation expires in 30 days. All prices are provided in U.S. Dollars, applicable taxes are not included.

Please issue Purchase Order to:

Rexel USA
4690 E Jensen Ave.
Fresno CA 93725-1603
Attn: Noelle Tong-Villanueva/ David Aroz
Ref: 99151444
Email: noelle.tongvillanueva@rexelusa.com

Please provide comment on PO showing Year 1 of 5 (with subsequent POs stating year 2,3,4 & 5)

Please sign here to acknowledge this is a 5-year term agreement and agree that your company will provide an **annual PO** for invoicing on 10/18 each year until 10/18/2029. Termination fees apply as noted in section 3.3.

ACKNOWLEDGED _____

Date _____

6 TERMS AND CONDITIONS

Terms and Conditions for the proposed Rexel Support Agreement

[Rexel Service Agreement](#)

[Commitment of Sale Through Distribution](#)

