



900 REGENCY DR  
 GLENDALE HEIGHTS IL 60139-2287  
 Phone: 630-893-3600  
 Fax: 630-671-6600

To: VILLAGE OF LOMBARD/ELEC  
 255 E. WILSON  
 LOMBARD IL 60148-3926  
 Attn: tom ellis  
 Phone: 000-620-5740  
 Fax:  
 Email: stephen.pleli@graybar.com

Date: 06/13/2018  
 Proj Name:  
 GB Quote #: **0229558404**  
 Release Nbr:  
 Purchase Order Nbr:  
 Additional Ref#  
 Valid From: 02/28/2018  
 Valid To: 06/29/2018  
 Contact: STEPHEN PLELI  
 Email: stephen.pleli@graybar.com

**Proposal**

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: **PRICING BASED ON US COMMUNITIES CONTRACT  
 EV-2370**

| Item | Item/Type | Quantity | Supplier        | Catalog Nbr              | Description | Price    | Unit | Ext.Price    |
|------|-----------|----------|-----------------|--------------------------|-------------|----------|------|--------------|
| 100  |           | 478 EA   | MATECH LIGHTING | D4-S60-40K-T5M-CLBL8-STD |             | \$450.00 | 1    | \$215,100.00 |

**Total in USD (Tax not included): \$215,100.00**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com) 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

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255 E. WILSON  
LOMBARD IL 60148-3926  
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**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 ("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 shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
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.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments 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 occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in 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. 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 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.
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 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.

Signed: 

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**MS805A/MS805AO  
MS805B/MS805BO MAIN STREET SERIES**

**SPECIFICATIONS**

**GENERAL**

The MS805 Main Street series is a modern replica of a popularly styled octagonal fixture, available with (A) or without (B) decorative spikes. It shall be appointed with a cast aluminum 6 1/2" decorative spiked finial.

**FITTER**

The fitter shall be heavy wall cast aluminum, 356 alloy for high tensile strength. It shall have an inside diameter opening to attach to 3", 4", 5", 6" or 7" pole or tenon. When ordered with a Sternberg pole, the fitter shall be set screwed to the pole top or tenon.

**BALLAST HOUSING**

The ballast housing shall be heavy wall cast aluminum, 356 alloy for high tensile strength and to ensure high capacity heat sinking of ballast temperatures. Keeping the ballast cooler and ensuring long life. The ballast mounting plate shall be cast aluminum and provide tool-less removal from the housing using 2 ea finger latches.

**ELECTRICAL**

Fixture shall be U.L. or E.T.L. listed in U.S. and Canada. H.I.D. ballasts shall be high power factor with lamp starting down to -30 degrees C. Medium base and mogul base porcelain sockets are 4KV rated. The ballast/socket assembly shall be pre-wired when ballast is located in the fitter. All compact fluorescent (PL) ballasts shall be instant start electronic with a starting temperature of down to 0 degrees F. They shall have a 4-pin socket to accept quad or triple tube lamps. Ballasts shall be DOE EISA compliant.

**FIXTURE HOUSING**

The MS805A fixture shall be 17 1/2" wide (19" on the diagonal) and 38" tall (with 3" tenon). The MS805B fixture shall be 16" wide (17" on the diagonal) and 38" tall (with 3" tenon). It shall be made of heavy wall cast aluminum, 356 alloy and the lens panels shall be made of vandal resistant acrylic, available in clear (CA), clear seeded (CSA), clear textured (CTA), prismatic acrylic (PA) and white acrylic (WA). The roof can be solid or lensed for up-light.

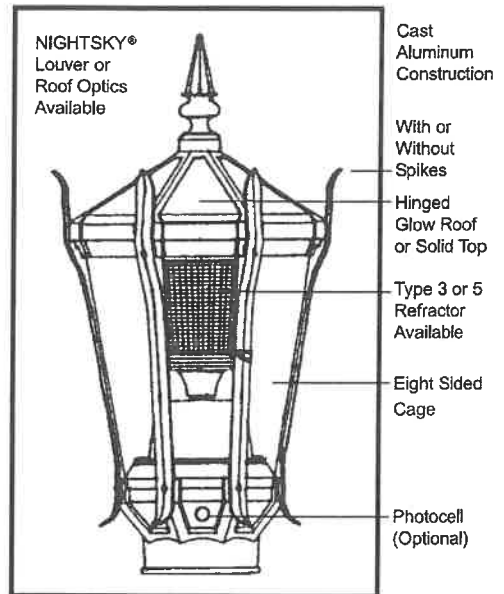
**OPTICAL OPTIONS**

Refractors shall be 6" diameter borosilicate glass with an I.E.S. Type 3 (RE3) or Type 5 (RE5) distribution. It shall be secured to the socket stem with 3/8" plated steel threaded pipe nipple and rest on a cast aluminum holder with anti-shock gasket. The refractor will be secured to cast holder with a quarter-turn internal aluminum twist ring for ease of maintenance.

The NIGHTSKY® OPTI-SHIELD® Louver Optic System (LO) shall be a multi-tier reflector reflector with 7" diameter rings to produce an I.E.S. Cut-off Type 3 or 5 distribution. The Louver Optic System shall be made of highly specular anodized aluminum and shall come standard with medium base socket.

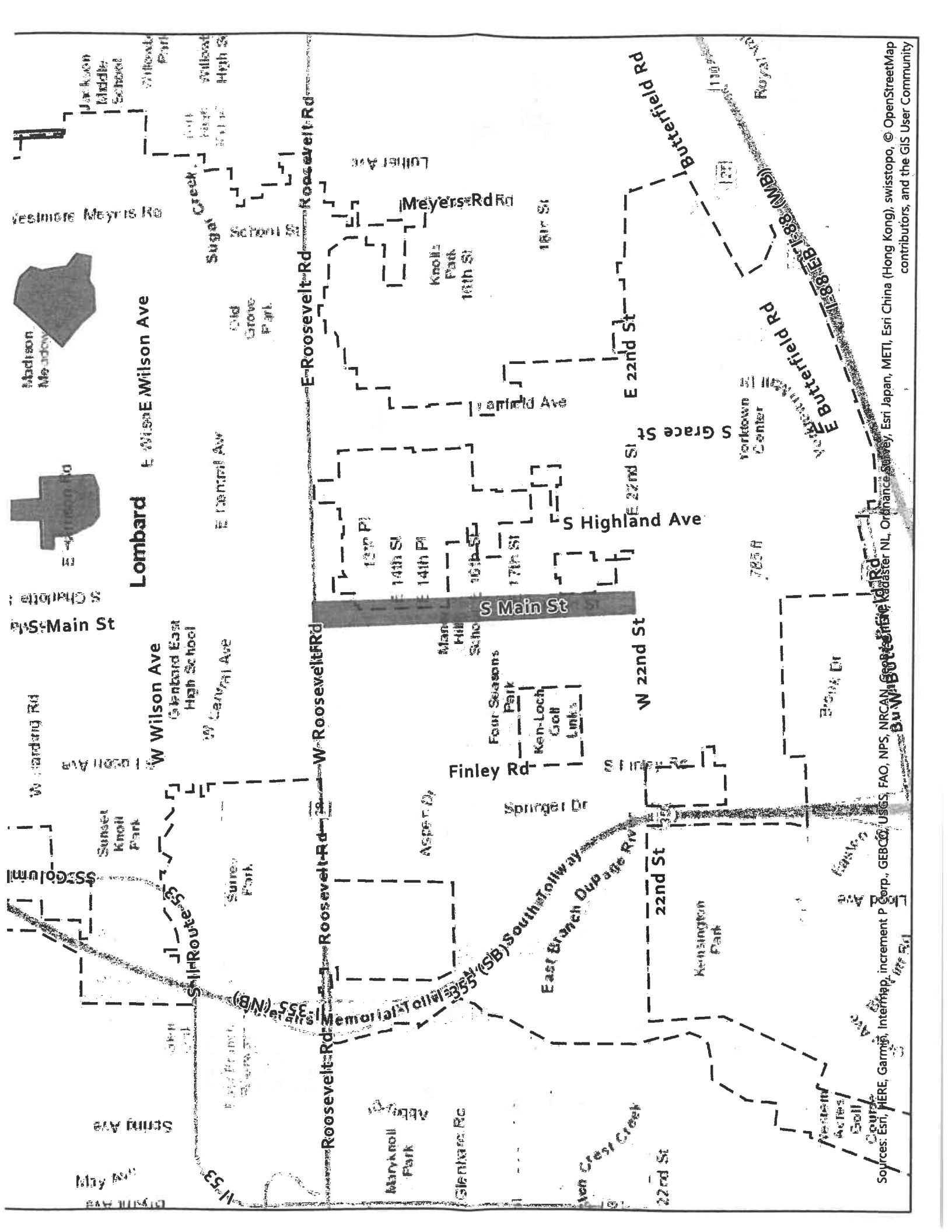
NIGHTSKY® STAR-SHIELD® Roof Optic distributions shall be delivered by hydroformed roof mounted reflector systems which eliminate uplight and provide cut-off. The optional reflector

**See LED SECTION for Specifications on MS805A/B LED MAIN ST. SERIES**



**EPA = 2.46 (ft²)  
WEIGHT = 38 LBS**

**LIST NOS.  
MS805A  
MS805AO  
MS805B  
MS805BO  
MAIN STREET  
SERIES**



Charlotte, NC

Wilmington, NC

Raleigh, NC

Greensboro, NC

Asheville, NC

Winston-Salem, NC

Durham, NC

Fayetteville, NC

Wilmington, NC

Charlotte, NC

Raleigh, NC

Greensboro, NC

Asheville, NC

Winston-Salem, NC

Durham, NC

Fayetteville, NC

Wilmington, NC

Charlotte, NC

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community