## VILLAGE OF LOMBARD REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda Bids and Proposals

FO: President and Village Board of Trustees						
FROM :	Scott Niehaus, Vil	lage Manager				
DATE :	September 27, 201	.7 Agen	da Date: <u>C</u>	October 5,	2017	
TITLE :	Street Light Fixtur	re Modernizatio	on			
SUBMITTED BY:	Tom Ellis, Operat	ions Superinter	ndent, Pub	olic Works	九	
RESULTS:						
Date Bids Were Pul		Bidding Clos	sed N/A			
Total Number of Bi		_				
Total Number of Bi	dders Meeting Spe	cifications	1			
Bid Security Requir	red		_Yes _	X	_No	
Performance Bond	Required		Yes _	X	_No	
Were Any Bids Wit	:hdrawn		Yes	Χ	_No	
Explanation:						
Waiver of Bids Req	uested?	Yes	X	No		
If yes, explain:						
See attached memo	).					
Award Recommend	ded to Lowest	X Yes		No		
Responsible Bidder				all control		
If no, explain:						
See attached memo	i.					
FISCAL IMPACT:						
Amount of Award	\$45,155.15 410.71	0.725.73310 RM	1 27			
BACKGROUND/F		ION:				
See attached memo	).					
Has Recommended	l Bidder Worked fo	r Village Previ	ously	X Yes	No	
If yes, was quality of work acceptable				X Yes	No	
Was item bid in accordance with Public Act 85-1295?				X Yes	No	
Waiver of bids - Pu	blic Act 85-1295 do	es not apply	_	Yes		
REVIEW (as needed	d):					
Village Attorney X			Dat	e	_	
Finance Director XX	X		Dat	e		
Village Manager XX	X		Dat	e		

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Board Agenda distribution.



To: Scott Niehaus, Village Manager

Through: Carl Goldsmith, Director of Public Works (1)

From: Tom Ellis, Operations Superintendent

Date: September 27, 2017

Subject: Bid Results for the Street Light Modernization Project

Bid specifications were sent to the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with U.S. Communities Government Purchasing Alliance. Currently 497 communities in Illinois are participating in U.S. Communities Government Purchasing Alliance. The U.S. Communities Government Purchasing Alliance is a program that affords member communities an opportunity to participate in a program whereby a service or commodity is publically bid by a Lead Agency and the results of that competitive solicitation is available to all 90,000 public agencies. The Village of used the same process for roofing projects on the Police Department, Village Hall and Public Works buildings. Graybar Electrical submitted the winning bid to US Communities for electrical supplies and fixtures. The bid results are as follows:

Supplier <u>Total Price</u>

Graybar 900 Regency Dr Glendale Heights, IL

\$45,155,15

This project consists of installing 35 new LED street lamps fixtures on St. Charles from Grace to Westmore-Meyers Rd., 70 LED "cobra head" light fixtures on Main St from Rt 38 to 22<sup>nd</sup> St. and 15 LED light heads in the area surrounding Hammerschmidt school on New, Stewart, Harrison, and Lombard. All fixtures will be installed by village crews using village owned equipment.

Staff recommends approving the purchase of 120 LED light fixtures from Graybar Electrical through the US Communities contract in the amount of \$45, 155.15

Please place this item on the October 5, 2017 agenda for consideration by the Village Board.



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:

Phone: 000-620-5740

Fax:

Email: stephen.pleli@graybar.com

Date:

09/26/2017

Proj Name: GB Quote #: **GE COBRA HEADS** 

0228095120

Valid From: Valid To:

07/28/2017 10/15/2017

Contact:

STEPHEN PLELI

Email:

stephen.pleli@graybar.com

**Proposal** 

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity 5	Supplier	Catalog Nbr	Description	Price U	nit	Ext.Price
Notes:	3-4 W	NG BASED ON US EEK LEAD TIME O-ELECTRIC CO					
100	15 EA	GENERAL ELEC	ERL1007C340E0 AGILR	GRAY	\$226.14	1	\$3,392.10
200	70 EA	GENERAL ELEC	ERL1H10C340E	GRAY	\$280.68	1	\$19,647.60

Total in USD (Tax not included): \$23,039.70

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

To: VILLAGE OF LOMBARD/ELEC

255 E. WILSON

LOMBARD IL 60148-3926

Attn: bill

Signed:

Date:

09/26/2017

Proj Name: GB Quote #:

GE COBRA HEADS

0228095120

## **Proposal**

We Appreciate Your Request and Take Pleasure in Responding As Follows

Price Ext.Price Quantity Supplier Catalog Nbr Description Unit Item 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 - Groybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties finelading without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAXES NO OTHER EXPRESS OR INPLIED WARRANTIES. AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF INPLIED TO THE INPLIED OF THE MARKANTIES OF SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF A NOT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF SPECIFICATION OF THE OWNER OF A NOT SPECIFICATION OF 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 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, reseasion, 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 it rade, course of deating or performance of agreement, purporning 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 of the proposed and defined at the fifteent 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 1/246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Velerans' 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. \$878dd-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 agricing from or concerning this agreement shall be filled in the Circuit Court of St. Louis Country, 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 incense 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.

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



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: BILL HARVEY Phone: 000-620-5740

Fax:

Email: stephen.pleli@graybar.com

Date:

09/26/2017

Proj Name: GB Quote #:

Valid From: Valid To:

08/30/2017 10/15/2017

Contact:

STEPHEN PLELI

0228326533

Email:

stephen.pleli@graybar.com

**Proposal** 

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price	
Notes:	PRICING BASED ON US COMMUNITIES CONTRACT						
100	35 EA LITHONIA LTG		\$631.87	1	\$22,115.45		

Total in USD (Tax not included): \$22,115.45

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To learn more about Graybar, visit our website at www.graybar.com

To: VILLAGE OF LOMBARD/ELEC

255 E. WILSON

LOMBARD IL 60148-3926

Attn: **BILL HARVEY** 

Signed:\_\_

Date:

09/26/2017

Proj Name: GB Quote #:

0228326533

**Proposal**We Appreciate Your Request and Take Pleasure in Responding As Follows

tem	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
Chu	/D + D EL ECTRIC CO	MARANIN INC					
TERN	BAR ELECTRIC CO IS AND CONDITION	S OF SALE					
1, ACI	CEPTANCE OF ORD lit of the buyer of the g	ER; TERMINATION - / oods ("Buyer") becomes	Acceptance of any order is subject to credit a unsatisfactory to Graybar, Graybar reserves	pproval and acceptance of order by Graybar the right to terminate upon notice to Buyer	r Electric Company, Inc. ("Go and without liability to Gray	aybar") and, when a bar.	pplicable, Graybar's suppliers
			ioted, prices shall be those in effect at time of				
			r goods returned with prior approval. A dedu				
			er taxes imposed on the sale of goods. Taxes ax exemption certificate.				
5. DEI	LAY IN DELIVERY - I. Factory shipment or	Graybar is not to be acc delivery dates are the be	ountable for delays in delivery occasioned b st estimates of our suppliers, and in no case	y acts of God, failure of its suppliers to ship shall Graybar be liable for any consequentia	or deliver on time, or other of il or special damages arising	ircumstances beyon from any delay in sh	d Graybar's reasonable ipnient or delivery.
6. LIN intelle WARI AUTI- CONT FOOT	IITED WARRANTIE: clual property infringe RANTIES INCLUDIN IORIZED REPRESEN I AINMENT AREA OI CLEARANCE FROM	S - Graybar warranis that ment) made to Graybar t IG BUT NOT LIMITED TATIVE OF GRAYBA F A NUCLEAR FACILI II A PATIENT CANNO	all goods sold are free of any security inter by the manufacturer of the goods. GRAYBA TO THE INPLIED WARRANTIES OF M R. PRODUCTS SOLD HEREUNDER ARE TY. OR (2) IN A HEALTHCARE APPLIC I BE MAINTAINED AT ALL TIMES.	est and will make available to Buyer all tran R MAKES NO OTHER EXPRESS OR IM ERCHANTABILITY AND FITNESS FOR E NOT INTENDED FOR USE IN OR IN C ATION, WHERE THE GOODS HAVE PO	sferable warranties (including PLIED WARRANTIES, AN PURPOSE, UNLESS OTHE ONNECTION WITH (1) AN TENTIAL FOR DIRECT PA	without limitation D SPECIFICALLY RWISE AGREED Y SAFETY APPLI TIENT CONTACT	warranties with respect to DISCLAIMS ALL IMPLIED IN WRITING BY AN CATION OR THE OR WHERE A SIX (6)
7. LIN reques INCID	IITATION OF LIABI I. Furthermore, Grayb DENTAL, SPECIAL, C	LITY - Buyer's remedica ar's liability shall be time OR CONSEQUENTIAL	under this agreement are subject to any lim ted to either repair or replacement of the go DAMAGES. In addition, claims for shortag	itations contained in manufacturer's terms a ods or refund of the purchase price, all at Gr es, other than loss in transit, must be made i	nd conditions to Graybar, a c aybar's option, and IN NO C n writing not more than five	opy of which will be ASE SHALL GRA' (5) days after receip	e furnished upon written YBAR BE LIABLE FOR I of shipment.
8. WA	IVER - The failure of in the future, nor shall	Graybar to insist upon thit be deemed to be a wai	ne performance of any of the terms or condit ver of any other term, condition, or right uni	ions of this agreement or to exercise any rig der this agreement.	ht hereunder shall not be deci	ned to be a waiver o	of such terms, conditions, or
9. MO condit repres unless accept	DIFICATION OF TE ions. No change, modi entative of Graybar. N hereafter made in writ ance of a prior offer b	RMS AND CONDITION fication, rescission, disclo o conditions, usage of tra- ling and signed by the pay y Buyer, such acceptance	NS - These terms and conditions supersede a large, abandonment, or waiver of these term ide, course of dealing or performance, under rity to be bound. Any proposed modification is expressly conditional upon Buyer's asser	Il other communications, negotiations, and research to the conditions shall be binding upon Gray standing or agreement, purporting to modify so or additional terms are specifically rejected to any additional or different terms set for	prior oral or written statemen bar unless made in writing a y, vary, explain, or supplemen d and decined a material alter th herein.	is regarding the subj nd signed on its behi at these terms and cr ation hereof. If this	ect matter of these tenns and alf by a duly authorized inditions shall be binding document shall be deemed an
			reel deposit may be included in the invoice.				
11. CI orders Readji incom	ERTIFICATION - Gra of the United States D ustiment Assistance Ac orated herein by refere	ybar hereby certifies that epartment of Labor issue t of 1974, as amended, E race, to the extent legally	these goods were produced in compliance ved under Section 14 thereof. This agreement .0. 13496, 29 CFR Part 471, Appendix A to required.	with all applicable requirements of Sections is subject to Executive Order 11246, as and Subpart A, and the corresponding regulation	6, 7, and 12 of the Fair Labor ended, the Rehabilitation Act ons, to the extent required by	Standards Act, as a of 1973, as amende law. 41 CFR 60-1.4.	mended, and of regulations an d, the Vietnam Velerans' , 60-741.5, and 60-250.5 are
12, FC (FCP/ Briber perfor	OREIGN CORRUPT P A) (15 U.S.C. §§78dd- ry of Foreign Public Of mance of this agreeme	RACTICES ACT - Buy	er shall comply with applicable laws and reg the place of performance, and (ii) laws and usiness Transactions, the U.N. Convention will occur.	ulations relating to anti-corruption, includin regulations implementing the Organization Against Corruption, and the Inter-American	g, without limitation, (i) the l for Economic Cooperation a Convention Against Corrupt	Juited States Foreig ad Development's C ion in Buyer's count	n Corrupt Practices Act onvention on Combating ry or any country where
			or delegate its duties hereunder or any inter				
14. GI Misso shall b hereby	ENERAL PROVISION  uni applicable to contribe filed in the Circuit Contribe interests on the contribution of the contribution o	VS - All typographical or acts to be formed and ful fourt of St. Louis County to the jurisdiction of suc	clerical errors made by Graybar in any quol ly performed within the State of Missouri, Missouri, or the United States District Cou h court or courts and agrees to appear in any	ation, acknowledgment or publication are st rithout giving effect to the choice or conflict rit for the Eastern District of Missouri, and n such action upon written notice thereof.	ubject to correction. This agre s of law provisions thereof. A no other place unless otherwis	ement shall be gove ill suits arising from the determined in Gra	rned by the laws of the State of or concerning this agreement lybar's sole discretion. Buyer
			stated on Graybar's invoice or as otherwise id by net due date. Visa, MasterCard, Ameri				
laws, laws a time o	(PORTING - Buyer ac regulations, and orders are applicable, it will no af export or transfer, un	knowledges that this ord , including, if applicable at disclose or re-export a less Buyer has obtained	ter and the performance thereof are subject t , all requirements of the International Traffit ny technical data received under this order prior written authorization from the United :	o compliance with any and all applicable Ur in Arms Regulations and/or the Export Ad a any countries for which the United States i States Office of Export Control or other auth	nited States laws, regulations, ministration Act, as may be a government requires an expo- tority responsible for such in:	or orders. Buyer ag mended. Buyer furti rt license or other su atters.	rees to comply with all such her agrees that if the export pporting documentation at the

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.

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