

REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



To: Mayor and City Council

Agenda Item #: IV.N.

From: Susie Miller
Braemar Arena General Manager

The Recommended Bid is

- Within Budget
 Not Within Budget

Date: May 6, 2014

Subject: Request For Purchase – Braemar Field Outdoor Lighting System, Braemar Sports Dome Musco Sports Lighting

Date Bid Opened or Quote Received:
April 28, 2014

Bid or Expiration Date:
May 28, 2014

Company:
Graybar

Amount of Quote or Bid:
\$133,213.45

Recommended Quote or Bid:
Graybar

General Information:

Staff recommends utilizing US Communities Cooperative Purchase pricing for the purchase of the Braemar field lighting system. This system that is being proposed will light the field to 40 footcandles, using the Musco Light-Structure Green. The field would be lit with four 80' Light-Structures. The Light-Structures consist of a pre-stressed concrete base, galvanized steel pole, remote electrical components (ballasts, capacitors, fusing and disconnect) located at a 10' height on the pole, the pole top luminaire assembly with 1500 watt metal halide lighting. The lighting also includes Control-Link wireless controls system, 25 year warranty (parts, labor, and lamps), and one group re-lamp at the 5,000 hour rated lamp life. In addition, Musco is providing an LED fixture on each of the west poles for security purposes. The cost for electricity to this system is only \$5-6/hour.

By utilizing the US Communities pricing we save over \$43,000 in pricing discounts, contractor mark-up and sales tax. The proposal includes purchase and delivery of the Musco Light-Structure Green. Installation of the lighting system and necessary electrical work will be bid as a part of Sports Dome, Arena, Outdoor Rink - Bid Package Two.

This item is budgeted through the Sports Dome, Arena, Outdoor Rink project. If approved by council, the company will deliver the product when we are ready for installation.

Attachments:
Graybar Quote



DISTRICT MAIN HOUSE
 2300 EAST 25TH STREET
 MINNEAPOLIS MN 55406-1221
 Phone: 612-728-3512
 Fax: 612-728-2500

To: City of Edina
 7450 Metro Boulevard
 EDINA MN 55439-3037
 Attn: Susie Miller
 Phone: 952-927-8861
 Fax:
 Email: scott.moseman@graybar.com

Date: 04/28/2014
Proj Name: BRAEMAR ARENA
GB Quote #: 220099886
 Valid From: 04/28/2014
 Valid To: 05/28/2014
 Contact: SCOTT MOSEMAN
 Email: scott.moseman@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: US COMMUNITIES ELECTRICAL CONTRACT NUMBER MA-IS-1340234							
100	1 EA	MUSCO SPORTS	MUSCO SPORTS LIGHTING	THE LIGHTING SYSTEM WILL CONSIST OF: (4) 80' Light-Structures consisting of a pre-stressed concrete base, galvanized steel pole, remote electrical component enclosure, and pole top luminaire assembly with 1500 watt metal halide lighting. The system also includes Control-Link wireless control system, contactor cabinet, (2) LED security lights, 25 year warranty (parts, labor, and lamps), and one group re-lamp at the 5,000 hour rated lamp life.	\$133,213.45	1	\$133,213.45

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 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.

To: City of Edina
7450 Metro Boulevard
EDINA MN 55439-3037
Attn: Susie Miller

Date: 04/28/2014
Proj Name: BRAEMAR ARENA
GB Quote #: 220099886

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Total in USD (Tax not included): \$133,213.45

**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 country 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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