

**AGREEMENT FOR
STREET LIGHTING LUMINAIRES AND SUPPLIES
City of Glendale Solicitation No. IFB 23-37**

This Agreement for Street Lighting Luminaires and Supplies ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and WESCO Distribution, Inc., a Delaware corporation, authorized to do business in the State of Arizona, ("Contractor"), as of the ____ day of _____, 2023.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 23-37 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$2,500,000, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective

papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

13. **Notices.**

13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

WESCO Distribution, Inc.
c/o Michael J. Allen
3425 E Van Buren
Suite 140
Phoenix, AZ 85008

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Anne Shadle
5850 W Glendale Avenue
Glendale, Arizona 85301
(623) 930-2864

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. **Entire Agreement; Survival; Counterparts; Signatures.**

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Renewals. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City’s sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association’s Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>

19. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project
- Exhibit B Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

WESCO Distribution, Inc.,
a Delaware corporation

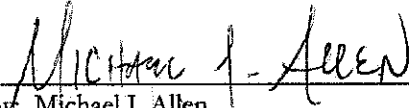

By: Michael J. Allen
Its: Sr. Sales Manager

EXHIBIT A
STREET LIGHTING LUMINAIRES AND SUPPLIES
PROJECT
(1 page)

Contractor to provide Street Lighting Luminaires and Supplies on an as-needed basis and shall fulfill the Scope of Work per IFB 23-37.

1. INTRODUCTION

- 1.0** The City of Glendale, Arizona (“City”) Transportation Department invites sealed bids from qualified vendors to supply Street Lighting Luminaires and Supplies for streetlights throughout the City of Glendale in accordance with the terms and conditions set forth herein.
- 1.1** The City currently maintains approximately 21,000 number of streetlights of varying heights, pole length, ballasts, voltage and lamp types.
- 1.2** The resulting contract shall include, but not limited to, the purchase of LED light bulbs, LED fixtures, housing shields, mounts, etc. The products listed in the Price Sheet are items required by the City. The City, at its option, may purchase other related supplies from the qualified Contractor(s) when deemed necessary.
- 1.3** The resulting contract does NOT include street lighting maintenance services.
- 1.4** Although the City anticipates routine purchases under this contract, no commitment of any kind concerning actual purchases is expressed or implied.
- 1.5** Other City of Glendale departments and divisions may also use the resultant contract when deemed necessary by the City and upon approval by the Contract Administrator. The supplier shall notify the Glendale Transportation Street Light manger before any purchases are fulfilled under the resulting contract.

2. PROBLEM STATEMENT

The City of Glendale Transportation Department oversees the repair and maintenance of all streetlights within the City of Glendale. The Department frequently has the need to repair, replace, upgrade, and maintain the City’s existing streetlights. The Department seeks reliable supplier(s) to provide streetlighting luminaires and miscellaneous supplies to the City on an as-needed basis.

3. OBJECTIVE

The objective of the City is to enter into an agreement with a reliable contractor to supply the City with a wide range of high quality and cost-effective streetlight luminaires, supplies and equipment.

4. CITY MISSION, VISION AND VALUES

All work will be performed through the understanding and adherence to the City of Glendale’s Mission, Vision and Values (see Appendix A).

5. SPECIFICATIONS

- 5.1** Streetlight luminaires and supplies including its specifications, quality

standard, insulation, packaging and product warranty shall conform to the specifications listed in the Pricing Workbook.

- 5.2 The brand names, manufacturer's name, or product numbers in the Pricing Workbook are used for purposes of designating the standard of quality, performance, and characteristics needed to meet City requirements and are not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.
- 5.3 Streetlight products and supplies shall comply with ANSI, IESNA, UL industry standards.
- 5.4 LED luminaires shall not contain any hazardous materials.
- 5.5 Luminaires and its components shall be free from defects in product and workmanship. A warranty must be provided for a minimum of one (1) year for the full replacement of the luminaires due to product failure.

6. CONTRACTOR REQUIREMENTS

- 6.1 Delivery Location: All product deliveries shall be F.O.B Destination, freight prepaid and delivered to the City of Glendale warehouse located at 6210 West Myrtle Avenue, Building N, Suite 181, Glendale, AZ 85301.
- 6.2 Delivery Time: All products shall be delivered within forty-five (45) days from the date of the purchase order or written notice to proceed from the City. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays, between the hours of 8:00 AM and 3:30 PM.
- 6.3 Products. Contractors shall be capable of providing a wide range of streetlighting luminaires and supplies to meet the demands of the City.
- 6.4 License and Certifications. Contractors and sub-contractors shall hold all appropriate and required licenses, registrations, and other approvals necessary for the lawful furnishing of products and/or services.
- 6.5 Compliance. Contractors' products and/or services shall be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

7. GENERAL REQUIREMENTS

- 7.1 Term. The term of the resultant contract shall be for a one (1) year

initial term. The City may, at its option and upon mutual agreement with the Contractor(s), extend the term of this agreement for an additional four (4) years.

- 7.2 Option to Extend. Based on satisfactory Contractor performance, the City, may at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years renewable on an annual basis. Contractor shall be notified in writing by the City of its intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.
- 7.3 Quantities. Quantities listed in this solicitation are the City's best estimate only. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds. No commitment of any kind is made concerning quantities acquired and that fact should be taken into consideration by each potential contractor.
- 7.4 Brand Name or Equivalent. Any bid which proposes products that are of equivalent quality, type of material, design and performance may be considered if sufficient evidence and information is given to establish it as equivalent and the City determines the product to be equivalent to the brand name and specifications.
- 7.5 Non-exclusive Contract. The City reserves the right to purchase any item under the resultant contract from other suppliers if the Contractor is unable to meet the City's delivery requirement, with no restocking fee applied.
- 7.6 Changes to Products or Services. Throughout the term of this contract, the City reserves the right to add, revise or make changes to products or services within the scope of the work as may be deemed necessary to best serve the needs of the City.
- 7.7 Current Equipment. All products offered by the Contractor shall be in current and ongoing production and capable of meeting or exceeding the specifications and requirements set forth in the specifications.
- 7.8 Safety Standards. Equipment and supplies supplied by the Contractor under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona (OSHA), the National Electric Code (NEC), and the National Fire Protection Association standards (NFPA).
- 7.9 Defective Products and Services. All defective products/services delivered to the City shall be replaced and exchanged by the Contractor. The cost of replacing the product/service and other

similar expenses shall be paid by the Contractor.

- 7.10 Subcontractors. When subcontractors are used in the performance of certain functions under the contract, subcontractors shall be subject to the same terms and conditions as the Contractor.
- 7.11 Post-Award Conference. After award of the contract(s), Contractors may be required to attend a post-award conference when requested by the City.
- 7.12 Pricing. Contractor's pricing shall include, but is not limited to, labor, salaries, employee benefits, vehicles, equipment, tools, materials, supplies, fuel, travel expenses, shipping, licenses, fees, insurance, profit, and any other associated direct or indirect costs (except sales taxes) necessary to provide the requested product and services.

All prices quoted shall be firm and fixed for the specified contract period. The City shall NOT be invoiced at prices higher than those stated in the resultant contract. Other than contract pricing, NO additional cost, fees or surcharges shall be allowed by the City.

- 7.13 Price Changes. Contractor may submit a request for price adjustment 90 days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed price changes. Supporting justification may include cost increase that was clearly unpredictable at the time of the bid and is directly correlated to the price of the product; formal announcement from the manufacturer that the cost of the contract product has been increased, etc.

The City will review the request and will determine if the price adjustments shall be granted or if an alternate option is in the best interest of the City. The price adjustment, if approved, will be effective and executed via a contract amendment.

- 7.14 Order Acceptance. All products/services delivered to the City will be subject to a complete inspection by the Department. Inspection criteria includes conformity to the specifications, quality and performance standards. If the product delivered is returned to the Contractor for corrective action prior to acceptance for any reason, an additional period of 10 calendar days shall be allowed for inspection when subsequent deliveries occur.

The Contractor shall be fully responsible for shipping charges for replacement products to correct items not in compliance with specifications and/or work quality.

- 7.15 Contractor Performance or Quality Deficiency. When Contractor is

notified of a performance or quality deficiency, the Contractor shall have 48 hours from the time of notification to initiate corrective action in any specific instances of unsatisfactory performance or quality. Failure to correct unacceptable product or to provide suitable material within the specified time frame may result in reduction of payment or non-payment for service. If the Contractor fails to correct the problem, the City reserves the right to correct the situation by whatever is deemed in the best interest of the City (ie: with City personnel or by separate contract, and the cost of such actions deducted from the Contractor's monthly invoice).

7.16 Billing or Invoicing. Contractors shall provide a detailed monthly invoice which includes the following:

7.16.1 City Purchase Order reference number

7.16.2 Itemized products or services purchased

7.16.3 Separate line item for any product discount (if applicable)

7.16.4 Separate line item for sales tax

8. EMERGENCY BUSINESS SERVICES

During an emergency, natural disaster or homeland security event, there may be a need for the City to access the Contractor's services. All products or services provided to meet an emergency request shall be supplied as per the contract prices, terms and conditions. Emergency orders may be placed using a City Procurement Card.

9. CONTRACT ADMINISTRATION

The Streetlighting Program Manager or designee shall perform all Contract Administrative functions associated with this document.

EXHIBIT B
STREET LIGHTING LUMINAIRES AND SUPPLIES
COMPENSATION
(1 page)

METHOD AND AMOUNT OF COMPENSATION


Method and amount of compensation will be based on IFB 23-37.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$2,500,000.

DETAILED PROJECT COMPENSATION

See attached Pricing Workbook.

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OFFER SHEET (Must be printed, signed and returned)

Bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments, and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other Bidders or potential Bidders.

Michael J. Allen

April 21, 2023

Authorized Signature

Date

Michael J. Allen

WESCO Distribution, Inc.

Printed Name

(Authorized Signatory)

Legal Company Name

Sr. Sales Manager

Bidder Certifies it is a (check only one):

Job Title

Proprietorship Partnership Corporation

michael.allen@wescodist.com

3425 E. Van Buren, Suite 140

Email Address

Mailing Address

480-233-0830

Phoenix, AZ 85008

Phone Number

City, State & Zip Code

Questions regarding this bid should be directed to (if different from above):

Laura Sundberg

602-710-6159

lsundberg@wescodist.com

Contact Name

Phone Number

Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 25-1723345

BIDDER IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

Yes, Number 07-475015R Tax Rate: 8.6% OR No, not required to have an Arizona TPT License


CONFLICT OF INTEREST (SPECIAL NOTICES):

No, I do not have a conflict of interest

Yes, I have a conflict of interest and response includes the disclosure required.

ACKNOWLEDGEMENTS:

By signing this Offer Sheet and submitting the accompanying solicitation response, Bidder is certifying that they have read, understand, and agree to comply with all required terms.

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Bidder's pricing shall include, but not limited to, labor, salaries, employee benefits, vehicles, equipment, tools, materials, supplies, fuel, travel expenses, shipping, licenses, fees, insurance, profit, and any other associated direct or indirect costs necessary to provide the requested products and supplies (except sales tax). **Sales tax shall not be included in the Unit Price.**

All prices quoted shall be firm and fixed for the specified contract period. The City shall NOT be invoiced at prices higher than those stated in the resultant contract. Other than contract pricing, NO additional cost, fees or surcharges shall be allowed by the City.

STREETLIGHT LUMINAIRES AND SUPPLIES					
Item No.	Estimated Annual Quantities (A)	Unit of Measure	Description	Unit Price (B)	Extended Amount (A X B)
1.	1	Each	Holophane Wallpack LED – W4GLED 20C 1000 30K T3M MVOLT SPD P7 BZSDP; used under Northern Parkway bridges.	<u>\$461.00</u>	461.00
2.	20	Each	Type A: Arterial Streets and Northern Parkway Ramps (Gray) – ATBM P10 MVOLT R2 3K MP NL P7 RFD308954 Autobahn LED Roadway - M Series (ATBM): ATBM, 11,600 lumens, MVOLT, Roadway Type II, 3000K CCT, 70 CRI Min, MOV Pack, NEMA Label, 7 Pin Photocontrol Receptacle Special: 11,600 lumens, 84 Watts	<u>\$323.00</u>	<u>\$6460.00</u>
3.	10	Each	Type B: Arterial Streets (Black) – ATBM P10 MVOLT R2 3K BK MP NL P7 RFD308955 Autobahn LED Roadway - M Series (ATBM): ATBM, 11,600 lumens, MVOLT, Roadway Type II, 3000K CCT, 70 CRI Min, Black, MOV Pack, NEMA Label, 7 Pin Photocontrol Receptacle Special: 11,600 lumens, 84 Watts	<u>\$323.00</u>	<u>\$3230.00</u>
4.	3	Each	Type C: Arterial Streets (Bronze) –	<u>\$323.00</u>	<u>\$969.00</u>



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			ATBM P10 MVOLT R2 3K BZ MP NL P7 RFD308956 Autobahn LED Roadway - M Series (ATBM): ATBM, 11,600 lumens, MVOLT, Roadway Type II, 3000K CCT, 70 CRI Min, Bronze, MOV Pack, NEMA Label, 7 Pin Photocontrol Receptacle Special: 11,600 lumens, 84 Watts		
5.	20	Each	Type D: Signalized Intersection (Gray) – ATBM P10 MVOLT R3 3K MP NL P7 RFD308958 Autobahn LED Roadway - M Series (ATBM): ATBM, 11,600 lumens, MVOLT, Roadway Type III, 3000K CCT, 70 CRI Min, MOV Pack, NEMA Label, 7 Pin Photocontrol Receptacle Special: 11,600 lumens, 84 Watts	<u>\$323.00</u>	<u>\$6460.00</u>
6.	5	Each	Type E: Signalized Intersection (Black) – ATBM P10 MVOLT R3 3K BK MP NL P7 RFD308959 Autobahn LED Roadway - M Series (ATBM): ATBM, 11,600 lumens, MVOLT, Roadway Type III, 3000K CCT, 70 CRI Min, Black, MOV Pack, NEMA Label, 7 Pin Photocontrol Receptacle Special: 11,600 lumens, 84 Watts	<u>\$323.00</u>	<u>\$1615.00</u>
7.	2	Each	Type F: Signalized Intersection (Bronze) – ATBM P10 MVOLT R3 3K BZ MP NL P7 RFD308961 Autobahn LED Roadway - M Series (ATBM): ATBM, 11,600 lumens, MVOLT, Roadway Type III, 3000K CCT, 70 CRI Min, Bronze, MOV Pack, NEMA Label, 7 Pin Photocontrol Receptacle, Special: 11,600 lumens, 84 Watts	<u>\$323.00</u>	<u>\$646.00</u>



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8.	5	Each	Type G: Primarily Olive Avenue (Gray) – ATBM P40 MVOLT R3 3K MP NL P7 Autobahn LED Roadway - M Series (ATBM): ATBM, 17,400 lumens, MVOLT, Roadway Type III, 3000K CCT, 70 CRI Min, MOV Pack, NEMA Label, 7 Pin Photocontrol Receptacle, 135 Watts	<u>\$451.00</u>	<u>\$2255.00</u>
9.	50	Each	Type K: Residential Street (Gray) – ATBS P10 MVOLT R2 3K MP NL P7 RFD309346 Autobahn LED Roadway - S Series (ATBS): Autobahn S Series, P10 lumen package, MVOLT, Roadway Type 2, 3000K, MOV Pack, Nema Label, 7 Pin Nema Photo Control Receptacle, preset driver to 4,500 lumens. 34 Watts	<u>\$224.00</u>	<u>\$11200.00</u>
10.	10	Each	Type L: Residential Street (Black) – ATBS P10 MVOLT R2 3K BK MP NL P7 RFD308966 Autobahn LED Roadway - S Series (ATBS): Autobahn S Series, P10 lumen package (4,500 lumens), MVOLT, Roadway Type 2, 3000K, Black, MOV Pack, Nema Label, 7 Pin Nema Photo Control Receptacle Special: 4,500 lumens. 34 Watts	<u>\$224.00</u>	<u>\$2240.00</u>
11.	10	Each	Type N: Collector Street (Gray) – ATBS P10 MVOLT R2 3K MP NL P7 RFD309347 Autobahn LED Roadway - S Series (ATBS): Autobahn S Series, P10 lumen package, MVOLT, Roadway Type 2, 3000K, MOV Pack, Nema Label, 7 Pin Nema Photo Control Receptacle, preset driver to 4,800 lumens. 36 Watts	<u>\$224.00</u>	<u>\$2240.00</u>



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12.	5	Each	Type P: Collector Street (Black) – ATBS P10 MVOLT R2 3K BK MP NL P7 RFD309348 Autobahn LED Roadway - S Series (ATBS): Autobahn S Series, P10 lumen package, MVOLT, Roadway Type 2, 3000K, Black, MOV Pack, Nema Label, 7 Pin Nema Photo Control Receptacle, preset driver to 4,800 lumens. 36 Watts	<u>\$224.00</u>	<u>\$1120.00</u>
13.	5	Each	Type S: Use with silver poles west and east of NFL stadium (Gray) – ATBL A MVOLT R3 4B 3K MP NL P7 Autobahn LED Roadway - L Series (ATBL): ATBL, 19,000 Lumen Package, MVOLT, Roadway Type III, 4 Bolt Mounting, 3000K CCT, 70 CRI Min, MOV Pack-10kV/5kA, NEMA Label, 7 Pin Photocontrol Receptacle, 170 Watts	<u>\$473.00</u>	<u>\$2365.00</u>
14.	5	Each	Type T: Westgate area collectors – 93 rd , 95 th , and Maryland (Bronze) – ATBL A MVOLT R3 4B 3K BZ MP NL P7 Autobahn LED Roadway - L Series (ATBL): ATBL, 19,000 Lumen Package, MVOLT, Roadway Type III, 4 Bolt Mounting, 3000K CCT, 70 CRI Min, Bronze, MOV Pack-10kV/5kA, NEMA Label, 7 Pin Photocontrol Receptacle, 170 Watts	<u>\$473.00</u>	<u>\$2365.00</u>
15.	10	Each	Type U: Northern Parkway Mainline (Gray) – ATB2 P604 MVOLT R3 3K MP NL P7 36,305 lumens, 263w	<u>\$945.00</u>	<u>\$9450.00</u>
16.	25	Each	LED Post Top Streetlight – American Electric Lighting – 247CL P45 AS 30K R3 NL1X1 P7 XC American Revolution Series 247CL LED (247CL): 247CL American	<u>\$454.00</u>	<u>\$11350.00</u>



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			Revolution LED, 20LED, 700mA, 120-277V, 3000K CCT, Type III, 7 pin NEMA photocontrol, 1" x 1" NEMA label, No cupola		
17.	25	Each	HPS Post Top Streetlight – American Electric Lighting – 247 10S RN 120 R3 FC NL American Revolution (247): 247, 100W High Pressure Sodium, Reactor Normal Power Factor, 120V, Type III, Full Cutoff, NEMA Label (2X2)	\$discontinued	\$discontinued
18.	1	Each	23w LED Pedestrian Wall Luminaire (For Alleys) 2,820 LM Acuity – D-Series Size 1 DSXW1 LED 20C 350 30K T2S MVOLT DBLXD	<u>\$612.00</u>	<u>\$612.00</u>
19.	1	Each	PEDESTRIAN LIGHT PHILIPS HADCO -000000912300009320; 70W HPS ; C3335C PER C3335-DWG03 REV A; (V022AT3NG70SG MOD) W/ BLACK DOME; NO CHIMNEY / NEW OXFORD HID LUMINAIRE; CUTOFF OPTICS; TYPE 3 DISTRIBUTION; CLEAR GLOBE ; 3" POST FITTER; MOG BASE SKT; 70HPS; 240V	<u>\$2743.00</u>	<u>\$2743.00</u>
20.	1	Each	27W LED PEDESTRIAN LIGHT PHILIPS HADCO -000000912300009320; LED CROSS TO 70-WATT WALL MOUNT FIXTURE, CLEAR GLOBE ; C3335F PER C3335-DWG05 REV A; (VX02232G2A3NWA5NNNNSP1N MOD) W/ 16LED; BLACK DOME; CLEAR GLOBE; NO CHIMNEY / NEW OXFORD LED LUMINAIRE; 3000K; CUTOFF OPTICS;	<u>\$2560.00</u>	<u>\$2560.00</u>



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			TYPE 3 DISTRIBUTION; 3" POST FITTER; 530MA; 10KV SURGE SUPPRESSOR; 120-277VAC		
21.	1	Each	27W LED PEDESTRIAN LIGHT PHILIPS HADCO - 000000912300009320; No globe , C3335I PER C3335-DWG07 REV A; (VX02232G2A3NWA5NNNNSP1N MOD) W/ 16LED; LESS GLOBE; BLACK DOME; NO CHIMNEY / NEW OXFORD LED LUMINAIRE; 3000K; CUTOFF OPTICS; TYPE 3 DISTRIBUTION; NO GLOBE ; 3" POST FITTER; 530MA; 10KV SURGE SUPPRESSOR; 120- 277VAC	<u>\$2560.00</u>	<u>\$2560.00</u>
22.	1	Each	WALL MOUNT BRACKET FOR PHILIPS HADCO - 000000912300009320 Wall Mount bracket for C3335C, C3335F & C3335I CA3335B PER C3335-DWG03; 05; 07 REV A; (PTW2280A) STD WALL MOUNT BRACKET; 19" TO CENTER; COLOR: BLACK	<u>\$500.00</u>	<u>\$500.00</u>
23.	10	Each	PEDESTRIAN LIGHT 150-WATT HPS POST TOP, CLEAR GLOBE PHILIPS HADCO 000000912300009320 C3335D PER C3335-DWG04 REV A; (V022AT3NG150SG MOD) W/ BLACK DOME; NO CHIMNEY / NEW OXFORD HID LUMINAIRE; CUTOFF OPTICS; TYPE 3 DISTRIBUTION; CLEAR GLOBE; 3" POST FITTER; MOG BASE SKT; 150HPS; 240V	<u>\$2765.00</u>	<u>\$27650.00</u>



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24.	10	Each	PEDESTRIAN LIGHT 150-WATT METAL HALIDE POST TOP, CLEAR GLOBE PHILIPS HADCO 000000912300009320 C3335E PER C3335-DWG04 REV A; (V022AT3NG150HG MOD) W/ BLACK DOME; NO CHIMNEY / NEW OXFORD HID LUMINAIRE; CUTOFF OPTICS; TYPE 3 DISTRIBUTION; CLEAR GLOBE; 3" POST FITTER; MOG BASE SKT; 150MH; 240V	<u>\$2765.00</u>	<u>\$27650.00</u>
25.	10	Each	79W LED PEDESTRIAN LIGHT, HIGH PRESSURE SODIUM POST TOP, NO GLOBE PHILIPS HADCO 000000912300009320 C3335G PER C3335-DWG06 REV A; (VX02248G2A3NWA5NNNNSP1N MOD) W/ BLACK DOME; CLEAR GLOBE; NO CHIMNEY / NEW OXFORD 48 LED LUMINAIRE; 3000K CUTOFF OPTICS; TYPE 3 DISTRIBUTION; 3" POST FITTER; 530MA; 10KV SURGE SUPPRESSOR; 120-277VAC	<u>\$2248.00</u>	<u>\$22480.00</u>
26.	10	Each	79W LED PEDESTRIAN LIGHT, METAL HALIDE, CLEAR GLOBE PHILIPS HADCO 000000912300009320 C3335H PER C3335-DWG06 REV A; (VX02248G2A3NNA7NNNNSP1N MOD) W/ BLACK DOME; CLEAR GLOBE ; NO CHIMNEY / NEW OXFORD 48 LED; LUMINAIRE; 4000K CUTOFF OPTICS; TYPE 3	<u>\$2248.00</u>	<u>\$22480.00</u>



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			DISTRIBUTION; 3" POST FITTER; 700MA; 10KV SURGE SUPPRESSOR; 120-277VAC		
27.	10	Each	79W PEDESTRIAN LIGHT LED HIGH PRESSURE SODIUM POST TOP, NO GLOBE PHILIPS HADCO 000000912300009320 C3335J PER C3335-DWG08 REV A; (VX02248G2A3NWA5NNNNSP1N MOD) W/ LESS GLOBE; BLACK DOME; NO CHIMNEY / NEW OXFORD 48LED LUMINAIRE; 3000K; CUTOFF OPTICS; TYPE 3 DISTRIBUTION; CLEAR GLOBE; 3" POST FITTER; 530MA; 10KV SURGE SUPPRESSOR; 120- 277VAC	<u>\$1890.00</u>	<u>\$18900.00</u>
28.	10	Each	79W PEDESTRIAN LIGHT LED METAL HALIDE POST TOP NO GLOBE PHILIPS HADCO 000000912300009320 C3335K PER C3335-DWG08 REV A; (VX02248G2A3NNA7NNNNSP1N MOD) W/ LESS GLOBE; BLACK DOME; NO CHIMNEY / NEW OXFORD 48LED LUMINAIRE; 4000K; CUTOFF OPTICS; TYPE 3 DISTRIBUTION; CLEAR GLOBE; 3" POST FITTER; 700MA; 10KV SURGE SUPPRESSOR; 120- 277VAC	<u>\$2248.00</u>	<u>\$22480.00</u>
29.	5	Each	PEDESTRIAN LIGHT POLE PHILIPS HADCO 000000912300009320 CP3335-12A PER C3335-DWG04; 06; 08 REV A; (P1511-12A) STD ALUMINUM POLE; 3" STRAIGHT; COLOR: BLACK	<u>\$870.00</u>	<u>\$4350.00</u>



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30.	5	Each	PEDESTRIAN LIGHT POLE REPLACEMENT BASE PLATE FOR 3' POLE PHILIPS HADCO 000000912300009320 CA3335D (31001228-A) P1500 SQ BASE COVER ASSEMBLY; COLOR: BLACK	<u>\$80.00</u>	<u>\$400.00</u>
31.	1	Each	Conical PEDESTRIAN LIGHT LED PENDANT/CONICAL LUMINAIRE PHILIPS HADCO 000000912300009320 C3335L PER C3335-DWG09 REV A; (CXF6C140G1TA3730A4NSP1) STD LED PENDANT PIMA WITH COMFORT LENS; COLOR: BLACK; 140LED; 3000K; TYPE 3 OPTICS; 450MA; 10KV SURGE SUPPRESSOR; 120-277VAC	<u>\$2244.00</u>	<u>\$2244.00</u>
32.	1	Each	Conical PEDESTRIAN LIGHT MAST ARM FOR PENDANT/CONICAL LUMINAIRE PHILIPS HADCO 000000912300009320 CA3335C PER C3335-DWG09 REV A; (HFP210-P4ANPM MOD) W/ SHORT TOP EXTENSION; LEVELED WITH FIXTURE HUB; NO DIAGONAL BAR/ COLOR: BLACK	<u>\$1620.00</u>	<u>\$1620.00</u>
33.	1	Each	Conical PEDESTRIAN LIGHT POLE FOR PENDANT/CONICAL LUMINAIRE PHILIPS HADCO 000000912300009320 CP3335A PER C3335-DWG09 REV A; (P195-14A-ISF) MOD MACH FOR ISF; COLOR BLACK	<u>\$1360.00</u>	<u>\$1360.00</u>



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34.	250	Box of 50	Photocell , Acuity Controls DTL – DLL Elite – DLL127 1.5 CUL BL J50 (unit price is per photocell, not per box)	<u>\$31.00</u> each PEC	<u>\$7750.00</u>
35.	10	Each	Autobahn Light Trespass Shield , American Electric Lighting ATBLLTS; can be installed in four different positions: 0, 90, 180, and 270 degrees.	<u>\$57.00</u>	<u>\$570.00</u>
36.	10	Each	Autobahn House Side Shield , American Electric Lighting ATBLHSS	<u>\$57.00</u>	<u>\$570.00</u>
37.	10	Each	Autobahn Light Trespass Shield , American Electric Lighting ATBMLTS; can be installed in four different positions: 0, 90, 180, and 270 degrees.	<u>\$44.00</u>	<u>\$440.00</u>
38.	10	Each	American Electric Lighting ATBM Light Trespass and House Side Shield - for Autobahn M Series - #ATBMHSS	<u>\$44.00</u>	<u>\$440.00</u>
39.	10	Each	Autobahn Light Trespass Shield , American Electric Lighting ATBSLTS; can be installed in four different positions: 0, 90, 180, and 270 degrees.	<u>\$41.00</u>	<u>\$410.00</u>
40.	10	Each	Autobahn House Side Shield , American Electric Lighting ATBSHSS	<u>\$41.00</u>	<u>\$410.00</u>
41.	10	Each	Autobahn Light Control Louver, American Electric Lighting ATBS LOUVER KIT	<u>\$69.00</u>	<u>\$690.00</u>
42.	10	Box	Littlefuse fuse holder 30 Amp, 600 Volt, #BW56 (Bussmann HEB-AA) 1 box=10	<u>\$76.50</u> per box	<u>\$765.00</u>
43.	300	Box	Fuse , 10 amp, Bussmann #KLK10 (Bussmann KTK10) 1 box =10	<u>\$42.00</u> per box	<u>\$12600.00</u>
44.	250-foot	Roll	Carlson one-inch PVC Smurf conduit , Electrical Non-metallic Tubing (ENT), blue, 12008-100; used with	<u>\$190.00</u> per roll of 100ft	<u>\$475.00</u>



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			new pole installation from J-box to hand hole. (1 Roll = 100ft. sold in 100ft coils only)		
45.	50	Box	Bird Spikes – Nixalite of America, E-Spike 6405 2-foot strip, Item number E2 1 box = (1) 2ft strip.	<u>\$18.00</u>	<u>\$900.00</u>
46.	150	Each	Wire Ties for Bird Spikes – Nixalite of America 9-inch, Item number MHWT9 (three ties for every two-foot strip)	<u>\$0.50</u>	<u>\$75.00</u>
47.	10	Each	Ground rod with connecting bolt. Eight feet long, 5/8-inch diameter, #588GR (Erico #615880. 8' x 5/8")	<u>\$33.00</u>	<u>\$330.00</u>
48.	10	Each	Ground rod clamp #SRC (Erico #G5)	<u>\$2.90</u>	<u>\$29.00</u>
49.	1	Package	Conductor Bond Lug , 10 per package, #KA6U, GB #88047605	<u>\$4.80</u>	<u>\$4.80</u>
50.	315 FT	Each	Bare copper wire spool - Bare-CU SD-6 SOL-CUT Reel, Bare CU	<u>\$0.68/ft</u>	<u>\$214.20</u>
51.	500 FT	Each	Wire , THHN-12-SOL-BLK-500S, Solid Cond. 600v, 90deg CU	<u>\$0.20/ft</u>	<u>\$100.00</u>
52.	500 FT	Each	Wire , THHN-12-SOL-WHT-500S, Solid Cond. 600v, 90deg CU	<u>\$0.20/ft</u>	<u>\$100.00</u>
53.	500 FT	Each	Wire , THHN-12-SOL-GRN-500S, Solid Cond. 600v, 90deg CU	<u>\$0.20/ft</u>	<u>\$100.00</u>
54.	500 FT	Each	Wire , THHN-12-SOL-RED-500S, Solid Cond. 600v, 90deg CU	<u>\$0.20/ft</u>	<u>\$100.00</u>
55.	500 FT	Each	Wire , THHN-14-SOL-BLK-500S, Solid Cond. 600v, 90deg CU	<u>\$0.13/ft</u>	<u>\$65.00</u>
56.	500 FT	Each	Wire , THHN-14-SOL-WHT-500S, Solid Cond. 600v, 90deg CU	<u>\$0.13/ft</u>	<u>\$65.00</u>



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57.	500 FT	Each	Wire , THHN-14-SOL-GRN-500S, Solid Cond. 600v, 90deg CU	<u>\$0.13/ft</u>	<u>\$65.00</u>
58.	500 FT	Each	Wire , THHN-14-SOL-RED-500S, Solid Cond. 600v, 90deg CU	<u>\$0.13/ft</u>	<u>\$65.00</u>
59.	5	Each	<p>Lag screw, bolt, washer, and lock washer (for mounting mast arms on utility poles) as a complete set:</p> <ol style="list-style-type: none"> 1. LAG SCREW #5028003 – ½ DIAMETER X 4 L IN; FETTER DRIVE; HOT DIP GALVANIZED; VARIOUS; HARD HEADS; HARD HEAD 2. MACHINE BOLT #5027738 – 5/8 DIAMETER X 12 L IN; ROLD THD; HOT GLVZ; SQ NUT; ASSEMBLY; TA-200 3. SQUARE WASHER #5029180 – 2 ¼ X 2 ¼ X 3/16 IN; HOT GALVANIZED; VARIOUS; 5/8 IN BOLT 4. LOCK WASHER #5029168 - .219 X .188 C/S IN; 5/8 IN BOLT; DOUBLE COIL; GALVANIZED; VARIOUS; PIGTAIL CURLIES <p>UNIT PRICE BID IS FOR 40 OF EACH ITEM LISTED ABOVE DUE TO PACKAGE SIZES OF 40 OR MORE.</p>	<p><u>\$485.00</u> FOR 40 OF EACH ITEM LISTED (40 SETS)</p>	<u>\$2425.00</u>
60.	10	Each	Burndy brand bond lug , catalog number KA6U 14STR-6STR dual rated	<u>\$0.48</u>	4.80
61.	10	Box	Heat shrink tubing , 5/16" X 4', 25/box; Panduit #HSTT4A31-48-Q	<u>\$370.00</u>	<u>\$3700.00</u>
62.	25	Box	Thomas & Betts Sta-Kon Splice Connector , catalog #RCC217, UPC #78621082053, insulated vinyl butt splice connector for wire range 12-10; length 1.31, diameter.31; yellow 1 box = 50 pieces T&B#2RC10X	<u>\$46.00</u>	<u>\$1150.00</u>



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63.	10	Box	Connector splice , 14-16, AWG #B16V 1 box = 100 pieces. T&B#2RB14X	<u>\$59.00</u>	<u>\$590.00</u>
64.	1	Each	Galaxy Shakespeare hand hole cover for fiberglass pole part number #37-75-0038-60	<u>\$400.00</u>	<u>\$400.00</u>
65.	5	Each	Point of Attachment – pre-assembled package of components: <ol style="list-style-type: none"> 1. 5/8” x 6” bolt with nut (J-8806 from Joslyn) 2. 5/8” double coil lock washer (J-177 from Joslyn) 3. 5/8” round flat washer (J-1088 from Joslyn) 4. 5/8” eye bolt (part # 1126 from Powerline) NOT ASSEMBLED. UNIT PRICE BID IS FOR 20 SETS DUE TO PACKAGE SIZES OF 20 OR MORE. JOSLYN COMPANY NO LONGER EXISTS)	<u>\$488.00</u> FOR 20 OF EACH ITEM LISTED. (20 SETS)	<u>\$2440.00</u>
66.	50	Each	WSI Brand Obstruction Lamp – SEE ATTACHED SPECIFICATION	<u>\$59.00</u>	<u>\$2950.00</u>
67.	20	Each	Core and coil ballast kit , Phillips Advance, 71A7971-001D; used with 70w HPS pedestrian lights.	<u>\$72.00</u>	<u>\$1440.00</u>
68.	20	Each	Integrated ignitor reactor ballast , Phillips Advance, 71A8107-001DB, for 150w HPS pedestrian lights with a 120-volt supply	<u>\$95.00</u>	<u>\$1900.00</u>
69.	20	Each	Core and coil ballast kit , Phillips Advance, 71A5570-001D, multi-tap for 120v to 277v supply, for 175w metal halide pedestrian lights	<u>\$69.00</u>	<u>\$1380.00</u>
70.	1	Role	Sign Bands Stainless steel component to secure signs to street light poles by Band-it catalog number: C18189 – Valustrap Banding, ½” x .20” x 100’ roll	<u>\$120.00</u>	<u>\$120.00</u>

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71.	1	Box	<p>Sign Bands Stainless steel component to secure signs to street light poles by Band-it catalog number: D02299 – Bracket, flared leg (box of 50)</p>	\$ <u>221.00</u>	\$ <u>221.00</u>
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72.	1	Box	Sign bands Stainless steel component to secure signs to street light poles by Band-it catalog number: C15499 - ½" Valuclips (box of 100)	<u>\$64.00</u>	<u>\$64.00</u>
73.	2	Each	Northern Parkway mainline Adaptor (Pole to Arm) , Holophane catalog number: BR-1060-UN aluminum arm	<u>\$174.00</u>	<u>\$348.00</u>
74.	5	Each	400W HPS Ballast Kit – 240 volt, 217205-03, Plusrite BALU400-CWA/V5 120-480V 5Tap	<u>\$100.00</u>	<u>\$500.00</u>
75.	20	Each	400W HPS Lamp , mogul (Phillips), Plusrite LU400/ECO/ET18 GE# LU400/H/ECO	<u>\$18.00</u>	<u>\$360.00</u>
76.	5	Each	400W HPS Capacitor – MPP , JK66-0184D, 35-205002RF3 (GE catalog #59779)	<u>\$discontinued</u>	<u>\$discontinued</u>
77.	5	Each	Starter – Two-wire universal , 35-216702-10, 150-400W HPS, 35-216702R10 (GE catalog #18270)	<u>\$discontinued</u>	<u>\$discontinued</u>
78.	5	Each	Pedestrian pole hand hole cover Painted black is 443580111835-A (12NC 912400457049)	<u>\$118.00</u>	<u>\$590.00</u>
79.	5	Each	Christy electrical junction box locking hardware (replacement parts) ; 2 bolts, 2 washers, 2 clips for use with J-boxes for N09-N36; catalog CTY #N90HHE02-2; #3005110	<u>\$13.00</u>	<u>\$65.00</u>
80.	5	Each	Christy reinforced concrete electrical junction box Body N09 (box) , top dimensions 19.75" X 14.25"; straight walls; ASTM C 857, WUC 3.6	<u>\$45.00</u>	<u>\$225.00</u>
81.	5	Each	Christy electrical junction box Cover N09 , R-Series Flush Solid, Composite with UV Inhibitor; Special	<u>\$49.00</u>	<u>\$245.00</u>



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			Markings “Street Lighting” ; 15.5” X 10”, with Bolt Down Kit #3005112; ASTM C857, WUC 3.6		
82.	5	Each	Christy electrical junction box Cover N09 , R-Series Flush Solid, Composite with UV Inhibitor; Special Markings “Electric” ; 15.5” X 10”, with Bolt Down Kit #3005112; ASTM C857, WUC 3.6	<u>\$49.00</u>	<u>\$245.00</u>
83.	5	Each	Christy electrical junction-box Bolt Down Kit for electrical junction box Cover item #3005112 ; two each HWH-F40 washers and HBT-H25 stainless steel hex bolt 3/8” X 2.5”	<u>\$13.00</u>	<u>\$65.00</u>
84.	5	Each	Christy reinforced concrete electrical junction box Body N16 (box) , top dimensions 15 5/8” X 25 1/8”; straight walls; ASTM C 857, WUC 3.6	<u>\$59.00</u>	<u>\$295.00</u>
85.	5	Each	Christy electrical junction box Cover N16 , Composite with UV Inhibitor, 10 5/8” X 20.75”, R-Series Flush Solid, Special Markings “Electric” , with Bolt Down Kit, ASTM C 857, WUC 3.6	<u>\$64.00</u>	<u>\$320.00</u>
86.	5	Each	Christy reinforced concrete electrical junction box Body N36 (box) , top dimensions 35” X 22”; straight walls; ASTM C 857, WUC 3.6	<u>\$89.00</u>	<u>\$445.00</u>
87.	5	Each	Christy electrical junction box Cover N36 , Composite with UV Inhibitor, 30.5” X 17.5”, R-Series Flush Solid, Special Markings “Electric” , with Bolt Down Kit, ASTM C 857, WUC 3.6	<u>\$103.00</u>	<u>\$515.00</u>
88.	5	Each	Fibrelyte Composite electrical junction box Body , FL09, Top dimensions 16” X 10.75”, Flared	<u>\$124.00</u>	<u>\$620.00</u>

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			walls; ANSI/SCTE-77 Tier 8, WUC 3.6, ASTM C857 A-8		
89.	5	Each	Fibrelyte Composite electrical junction box Lid , FL09T, Flush Solid, Logo “ Street Lighting ”, 15 3/8” X 10”; with standard fasteners (3/8-16 stainless steel hex head bold, washer, and floating nut); ANSI/SCTE-77 Tier 8, WUC 3.6, ASTM C857 A-8	\$ <u>90.00</u>	\$ <u>450.00</u>
90.	5	Each	Fibrelyte lid standard fasteners: 3/8-16 stainless steel hex head bold, washer, and floating nut	\$ <u>14.00</u>	\$ <u>70.00</u>
91.	1	Each	Pedestrian Bridge Luminaire , 70w Black LED, 6750lm Signfy GL13 Small GL13-1-3-70LA-6435-NW-UNV-BLP ALTERNATE: GARDCO #: P15-P-A04-740-T3M-AR1-UNV-BK	\$ <u>751.00</u>	\$ <u>751.00</u>
92.	1	Each	Milbank Ring Type Metered Pedestal , 120/240 Volts CP3B11115A22	\$ <u>1580.00</u>	\$ <u>1580.00</u>
93.	1	Each	Targetti Intellistrand Cable Light Package , 112’ Strand NCL1FC2424, INTEL32 T-Split Cable	\$ <u>2000.00</u>	\$ <u>2000.00</u>
94.	1	Each	Shield for LED Post Top Streetlight (247CL P104 MVOLT 30K R3 XC PR7 NL1X1) SHSSLEM10-15R3	\$ <u>50.00</u>	\$ <u>50.00</u>
GRAND TOTAL (Items 1 through 94)					\$ <u>280461.80</u>

PERCENT MARKUP FROM COST OF VARIOUS PARTS, MATERIALS AND RELATED SUPPLIES PURCHASED FOR THE CITY (Reference Section xxx)		
Item No.	Description	Percent Markup from Cost
95.	Percent Markup from Cost of Parts, Materials and Related Supplies or parts that meet or exceeds the City’s lighting specs not included in the items list that are purchased by	<u>15%</u>

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	the vendor for the City. Receipt must be submitted with invoice.	
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OTHER OPTIONAL PRODUCTS

Bidders may list other related products they can provide to the City which are not listed in the PRICE SHEET above. These are value-added items and will not be included in the bid evaluation process. The City reserves the right to accept or reject these items when deemed to be in the best interest of the City. Upon acceptance by the City, these items shall become part of the resultant contract.

Item No.	Product Category	Unit of Measure	Percent Discount off of MSRP
96.	GE LIGHTING	EACH	NET PRICING
97.	DIALIGHT LED	EACH	NET PRICING
98.	ECONOLITE CONTROL PRODUCTS	EACH	NET PRICING
99.	MCCAIN SIGNALS	EACH	NET PRICING
100.	TESCO SERVICE PEDESTALS	EACH	NET PRICING

DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days


Acceptable: YES _____ NO X

If your answer is NO, please state terms offered: NET 30

PROCUREMENT CARD ORDERING CAPABILITY: Please check appropriate box.

- Yes, I will accept payment under this contract with the Procurement Card.
- No, I will not accept payment under this contract with the Procurement Card.

NOTE: HIGHLIGHTED ITEMS HAVE BEEN ENTERED BY WESCO DISTRIBUTION INC. FOR BID ITEM CLARITY SUCH AS PACKAGE SIZE, ALTERNATE PART NUMBER, ETC.

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Company Name: WESCO Distribution Inc