

900 REGENCY DR **GLENDALE HEIGHTS IL 60139-2287** Phone: 630-893-3600

Fax: 630-671-6600

VILLAGE OF LOMBARD/ELEC To:

255 E. WILSON

LOMBARD IL 60148-3926

ROB Attn:

Phone: 000-620-5740

Fax: Email:

Date: 02/12/2019

Proj Name: GB Quote #:

0232044079

Release Nbr:

Purchase Order Nbr:

Additional Ref#

Valid From: Valid To:

02/12/2019 03/14/2019

Contact:

STEPHEN PLELI

Email:

stephen.pleli@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: PRICING BASED ON US COMMUNITIES CONTRACT

EV-2370

Item/Type Quantity Item Supplier Catalog Nbr Description Price Unit Ext.Price 217 EA GENERAL ELECERL1H10C340D 100 \$282.95 \$61,400.15 **GRAYGL**

> Total in USD (Tax not included): \$61,400.15

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

To: VILLAGE OF LOMBARD/ELEC

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GRAYBAR ELECTRIC COMPANY, INC.

- 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 CHIER EXPRESS OR MEPLIED WARRANTIES AND SPECIFICALLY DISCLAMS, ALL IMPLIED WARRANTIES OR LIDING BUT NOT LIMITED TO THE MIPLE MARANTIES OR MERCHANTIABLITY AND PITNESS FOR PURPOSE. UNLESS OT THER WISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFFTY APPLICATION OR THE 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, purporing 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 or is expressly good in Jone Buyer's assent to any additional or different terms are 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 Velcrams' Readjustment Assistance Act of 1974, as amended, ED, 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, 50-741.5, 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. \$678dd-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 filled in the Circuit Court of St. Louis County, Missouri, or the United States District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
- 15. PAYMENT TERMS Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
- 16. EXPORTING Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable. United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed Signed

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24-Hour Emergency Phone#: 1-800-GRAYBAR



Universal ROI Calculator

An Estimating Tool to Compare Payback of LED Lighting

Click for Wide Screen Version

Please read:

Light levels are NOT calculated or suggested.

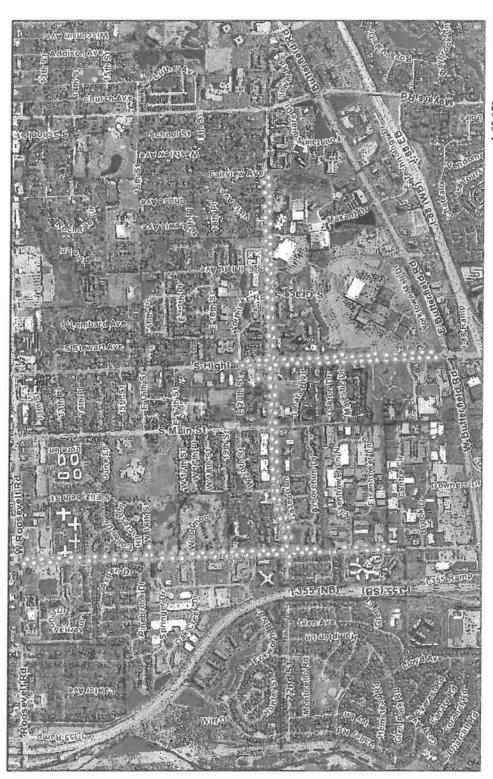
This calculator gives payback time, and both the annual and life-time savings figures for energy, maintenance, and CO₂ production. It calculates Lighting Power Density from area of at least 50 square feet per fixture, and provides the maximum fixtures allowed from a target LPD. It's not exclusive to LED, can compare any lighting.

Simple ROI is calculated on product lifetime with the industry standard [(Payback - Investment) ÷ Investment ×100] formula. Cost may be full for

	errors, n	nisapplications or over	ng Power Density (LPD/UPD). Site owner not responsibles.
	by, or select an entry with more by, fill in shaded 777 cells as Tab.		
0.001.31.55			ANSI/ASHRAE/IESNA Standard 90.1-2007
	meters for energy statistics	government.	Lighting Power Density Section
Original (HID)) Fixture Wattage + Ballast	265 Watts	LPD = Total Watts + Total Square Feet
	 LED Wattage 	97 Watts	1000 Sq-Ft per Fixture = 217000 Total
	Saved per Fixture	168 Watts	Enter Target LED LPD 0.10
1711		217	This LPD combo allows 224 LED fixtures.
Hour-Day-Week Notes: For Occ. sensors or dimming, use	= Power Saved	36456 W = 36.456 k	
average hours	× Daily use	10 Hours	LPD Statistics W/Ft ²
For photocell use nighttime hours Use decimal weeks if holidays	× Weekly use	7 Days	Original LPD 0.265
affect lighting (1 day = 0.14 wk)	× Yearly use	52 Weeks	- LED LPD 0.097
ř.	•	132699.84 kWhr	= Saved 0.168
-		\$ 0.10 per kWhr	LPD Notes:
= Annual Energy Cost Savings			Target LPD uses LED Watts and Quantity, and affects only the count below it. HID LPD = LED projection when = Watts.
Investment:			•
	LED Fixture, Fully Installed = get costs and discounts here.)		cost if retrofit, or difference between LED and the tutes if a new installation. Include all costs & labor.
\$283 × 2	217 fixtures = \$61411.00 +	FIXED JOB COSTS \$	1400 - C04544 I
			100 = Φ61511 Investment
	Subt		COSTS, or, enter negative (-)JOB COSTS if rebate only.
Energy cost saving	Subt	tract a rebate from JOB	COSTS, or, enter negative (-)JOB COSTS if rebate only.
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*US national average CO₂ emissions caused by various power generation capabilities, value provided by the US EPA.

480 HPS Cobra Head



February 28, 2019

All Light Flatures