



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. TE15-098**

1. Agenda Item Number:
12
2. Council Meeting Date:
April 30, 2015

TO: MAYOR & COUNCIL

3. Date Prepared: April 2, 2015

THROUGH: CITY MANAGER

4. Requesting Department:
Transportation & Development

5. SUBJECT: Agreement with Wesco Distribution for Streetlight Luminaires

6. RECOMMENDATION: Staff recommends City Council approve Agreement No. TD5-285-3494, with Wesco Distribution, for streetlight luminaires, in the amount of \$115,005.

7. BACKGROUND/DISCUSSION: In 2014, the City adopted the use of white LED streetlights as the new City standard, for improved energy efficiency and better color rendition. The City has an on-going program to retrofit the older high pressure sodium (HPS) lights, and have replaced approximately 2,300 or about 8% of the total 27,000 streetlights citywide thus far. This LED purchase will add 243 LED arterial lights to the City along Alma School Road (Ray Road to Pecos Road), Arizona Avenue (Galveston Street to Chandler Boulevard, and Frye Road to Pecos Road), and Chandler Boulevard (Arizona Avenue to McQueen Road), all within the APS area. All installations will be completed by City staff over the next several months as time permits.

8. EVALUATION: On February 24, 2015, City staff issued an Invitation for Bid for the City's requirements for streetlight luminaires. Notification was sent to all registered vendors. Six responses were received:

Vendor	Total Bid Price	Vendor	Total Bid Price
Wesco Distribution	\$115,005	Border States	\$119,084
West-lite Supply	\$116,153	Electric Supply, Inc.	\$125,400
Lighting Unlimited	\$117,256	Red Mountain Lighting	Non-responsive.

The bid from Red Mountain Lighting was considered non-responsive because their product did not meet specifications.

Staff recommends contract award to Wesco Distribution, as the lowest, responsive, responsible bidder.

9. FINANCIAL IMPLICATIONS:

Cost: \$115,005
Savings: \$9,000 per year in energy costs
Long Term Costs: N/A

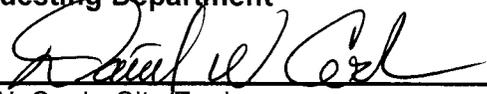
<u>Acct. No.:</u>	<u>Fund:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Funds:</u>
411.3310.0000.6517.6ST051	G.O. Bonds	Street Light Replacements	Yes	\$115,005

10. PROPOSED MOTION: Move City Council approve Agreement No. TD5-285-3494, with Wesco Distribution, for streetlight luminaires, in the amount of \$115,005.

ATTACHMENTS: Agreement

APPROVALS

11. Requesting Department



Daniel W. Cook, City Engineer

13. Department Head



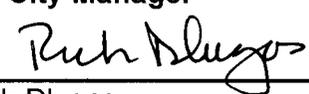
R.J. Zeder

12. Procurement Officer



Carolee Stees, CPPB

14. City Manager



Rich Dlugas

CITY OF CHANDLER PURCHASE CONTRACT
STREETLIGHT LUMINAIRES
AGREEMENT NO.: TD5-285-3494

THIS AGREEMENT is made and entered into this ____ day of April, 2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Wesco Distribution, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATION AND OPERATION:

1.1. Contract Administrator: CONTRACTOR shall act under the authority and approval of the Traffic Streetlight/Signal Supervisor/designee (Contract Administrator), to provide the goods and merchandise required by this Contract.

1.2. Ordering Instructions: Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.

2. GOODS AND MERCHANDISE TO BE PROVIDED: CONTRACTOR shall provide to CITY the goods and merchandise listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit A all as more specifically set forth in the Specifications and details included therein.

2.1. Safety Standards: All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

2.2. Non-Discrimination. The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.3. Product Discontinuance (Categories): In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:

A formal announcement from the manufacturer that the product or model has been discontinued.

Documentation from the manufacturer that names the replacement product or model.

Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.

- 2.4. **Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.
- 2.5. **Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 2.6. **Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 2.7. **Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
- 2.8. **Payment.** A separate invoice shall be issued for each shipment of goods or materials, and no payment will be issued prior to receipt of goods or materials and receipt of a correct invoice.
- 2.9. **Estimated Quantities.** The quantities shown on Exhibit A are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. CITY reserves the right to increase or decrease the quantities actually required.
- 2.10. **New/Current Products.** All goods, equipment, materials, parts and other components supplied pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended.
- 2.11. **Packing and Shipping.** The CONTRACTOR shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address and purchase order number.
3. **WARRANTIES:**
 - 3.1. **Liens:** CONTRACTOR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
 - 3.2. **Quality:** Unless otherwise modified elsewhere in these terms and conditions, CONTRACTOR warrants that, for one year after acceptance by CITY of the materials, they shall be:
 - 3.2.1. Of a quality to pass without objection in the trade under the Contract description;
 - 3.2.2. Fit for the intended purposes for which the materials are used;
 - 3.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 3.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 3.2.5. Conform to the written promises or affirmations of fact made by CONTRACTOR.
 - 3.3. **Fitness:** CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.

- 3.4. Inspection/Testing:** The warranties set forth in Section 3 herein are not affected by inspection or testing of or payment for the materials by CITY.
- 3.5. One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all goods or equipment supplied pursuant to this Contract.
- 4. ACCEPTANCE AND DOCUMENTATION:** All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance. Defective Products. All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification
- 4.1. Records.** The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 4.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.
- 4.3. Delivery.** Delivery shall be made within 45 calendar days after receipt of a Contract Purchase Order (ARO).
- 5. PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed One Hundred Fifteen Thousand Five Dollars (\$115,005) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit A, attached hereto and made a part hereof by reference.
- 5.1. Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
- 5.2. Payment:** A separate invoice shall be issued for each shipment of goods or merchandise, and no payment will be issued prior to receipt of material and a correct invoice. All billing invoices shall include delivery time, purchase order number, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Payment. CONTRACTOR shall submit to the issuing department, after completion of the task or combination of tasks listed by the issuing departments task order, a statement of charges for the work completed under that task order, in conformance with the pricing schedule of this contract, the issuing department shall process the claim for prompt payment in accordance with the standard operating procedures of CITY.
- 5.3. Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR. CITY will notify CONTRACTOR promptly of any damaged goods and shall assist CONTRACTOR in arranging for inspection.
- 5.4. Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract.

The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

12. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CITY
Department: Purchasing
Contact: Carolee Stees
Mailing Address: PO Box 4008 MS 901

Physical Address: 175 S. Arizona Avenue
City, State, Zip Chandler, AZ 85225
Phone: 480-782-2405
FAX: 480-782-2410

In the case of the CONTRACTOR
Firm Name: Wesco Distribution
Contact: Laura Sundberg
Address: 3425 E Van Buren, Suite 140
City, State, Zip Phoenix, AZ 85008
Phone: 602-275-8521
FAX: 602-275-9632
lsundberg@wesco.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

13. **GENERAL TERMS:**

- 13.1. **Entire Agreement:** This Contract, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 13.2. **Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.
- 13.3. **Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 13.4. **Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 13.5. **Conflict of Interest:**
- 13.5.1. **No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.
- 13.5.2. **Kickback Termination:** CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of

CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

- 13.5.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.
- 13.6. **Independent CONTRACTOR:** The CONTRACTOR under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 13.7. **No Parole Evidence:** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 13.8. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of April, 2015.

FOR THE CITY OF CHANDLER

Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

SEAL

FOR THE CONTRACTOR

By: *Taura Sandberg*
Signature

ATTEST: If Corporation
[Signature]
Secretary

EXHIBIT A

TECHNICAL SPECIFICATIONS/PRICE LIST

Item Description	Model No.	Quantity	Unit Price
Navion LED Luminaire, 3 light square, 120-277V, 4000K, Type 2 distribution with spill light, 10 KV surge protection, Photo recept, No substitutes.	NVNAA03EUSL210K4	243 each	\$ 437.00
Sales Tax			8.3%
Grand Total			

Prompt Payment Terms Offered: Net 30

Delivery Days after receiving order (ARO): 45 days