

## **REQUEST FOR BOARD ACTION**

### **HENDERSON COUNTY BOARD OF COMMISSIONERS**

**MEETING DATE:** August 2, 2010

**SUBJECT:** Proposal from Graybar  
Henderson County Lighting Retrofit Project.

**ATTACHMENTS:** Yes  
1. Graybar proposal

#### **SUMMARY OF REQUEST:**

On June 7, 2010 the Board approved a grant from the State Energy Office for the amount of \$183,101.00. This proposal is for items for the Henderson County Lighting Retrofit project that will upgrade T12 to T8 florescent lighting and include occupancy sensors in the County. It also includes the upgrade of 72 lights in the City of Hendersonville from T8 to T5 lights. Energy savings in Henderson County are estimated at \$27,000 per year. These energy savings will be monitored and verified by a third-party hired by the State Energy Office. This project involves no local funding.

On 6/14/2010 the Request for Proposals was posted in the Hendersonville Times-News and was posted on the Henderson County website. The RFP was kept on the Henderson County website for a period of 7 days. On 6/21/2010 at 2:00 pm three bids were opened publicly. Henderson County received bids from Graybar, Blue Ridge Lighting Supply Inc. and Phillips Lighting Company. Graybar is the lowest responsible bidder with a proposal at \$98,613.80.

#### **BOARD ACTION REQUESTED:**

Approve the proposal from Graybar for \$98,613.80 for the Henderson County Lighting Retrofit project.

#### **Suggested Motion(s):**

*I move that the Board approve the proposal from Graybar for \$98,613.80 for the Henderson County Lighting Retrofit project.*



124 HILLIARD AVENUE  
ASHEVILLE NC 28801  
Phone: 828-253-4761  
Fax: 828-253-6818

To: HENDERSON COUNTY CENTRAL SERVICES  
320 WILLIAMS STREET  
HENDERSONVILLE NC 28792  
Attn: GREG WIGGINS  
Phone: 828-697-4880  
Fax: 828-697-4998  
Email: mpiner@hendersoncountync.org

Date: 07/01/2010  
**Proj Name: LIGHTING RETROFIT**  
**GB Quote #: 211096583**  
Valid From: 06/17/2010  
Valid To: 07/17/2010  
Contact: SCOTT LACKEY  
Email: scott.lackey@graybar.com

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
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**Notes: ALL PRODUCTS HAVE BEEN VERIFIED TO MEET ARRA QUALIFICATIONS!**

100	1 EA	GENERIC VENDOR	lot lighting/lamps as follows:	1183-2x4 2lamp parabolics with program start ballasts and lamps 2242- f32t8/xl/spx50/hl/eco G.E. lamps 1063- 2lamp electronic program start ballasts 29- 8' 4 tube t8 tandem fixture with bulbs 132- 4' tube guards 20- occupancy sensors 54- 2x4 2 lamp t8 acrylic lay-ins 14- 2lamp t5 wrap with lamps 4- 4' wall bracket t5 with lamps  this bid is submitted in cooperation with Susan Gilmore- G.E. Commercial and Industrial	\$92,766.93	1	\$92,766.93
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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](http://www.graybar.com)

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

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.  
Unless noted the estimated ship date will be determined at the time of order placement.

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Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
200	1 EA	GENERIC VENDOR	unit pricing based on "confirmed" mtl.	unit pricing by request. pricing based on 1 complete order, no partials!			
***Item Note:***							
7-1-10 revised pricing							
1. 1183-2x4 4lamp t8 program start fixture=\$61.20e{72399.60}							
2. 2242- high lumen t8 g.e. spx50=\$1.97e {4416.74}							
3. 1063- 2lamp t8 p start ballasts=\$13.33e {14169.79}							
*4. 29-8' 4lamp strip,program start=\$52.31e{1516.99}							
5. 116- 4ft tube guards=\$1.75e{ 203.00}							
6. 8- 8' t8 tube guards=\$ 4.20e{33.60}							
7. 20- occ sensors=\$58.90e{1178.00}							
*8- 54-2x4 2 lamp t5 54w lay in=\$63.50e{3429.00}							
*9 14- 15" wide wraparound t5 54w =\$71.12e{995.68}							
*10 4- 4' 2lamp t5 54w wall bracket=\$67.85e{271.40}							
NEW GRAND TOTAL= \$98613.80							
* items indicate confirmed items per my conversation with Greg Wiggins 7-1-10 4pm. all fixture pricing shown above "includes" lamps							

Signed: \_\_\_\_\_

Total in USD (Tax not included): \$92,766.93

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Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
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Terms and Conditions of sale:

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable, Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
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 will be allowed for goods returned with prior approval. A deduction will 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 Seller for any such tax or provide Seller with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Seller 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 Seller's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. WARRANTIES - Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH A NUCLEAR FACILITY.
7. LIMITATION OF LIABILITY - Buyer's remedies under this contract are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Seller's option, and in no case shall Seller be liable for 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 Seller to insist upon the performance of any of the terms or conditions of this contract 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 contract.
9. MODIFICATION OF TERMS AND CONDITIONS - No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in the Buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
10. REELS - When the Seller ships returnable reels, a reel deposit will be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. CERTIFICATION - We hereby certify 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.
12. PAYMENT TERMS - Payment terms shall be as stated on our 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.

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