



City of Grand Island

Tuesday, February 14, 2017

Council Session

Item I-9

#2017-45 - Consideration of Approving Purchase of Fiber Optic Cables for the New EM-911 Building

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director

Meeting: February 14, 2017

Subject: Fiber Purchase for Emergency Management/911 Facility

Presenter(s): Jon Rosenlund, Emergency Management Director

Background

The construction of the new EM-911 building requires high speed data connectivity back to the City and County IT networks. Following the process of investigating options such as dedicated fiber, dark fiber and installing its own fiber, the Emergency Management Department has determined to install its own fiber to provide data connection to the building.

Discussion

Throughout the fall of 2016, the Emergency Management Department investigated methods of connecting the new EM-911 facility to the City and County IT networks in order to deliver data from both networks, connect the 911 telephone system and provide data redundancy. Options that were investigated included the purchase and installation of fiber and contracts for dedicated fiber and/or dark with private vendors.

The Department determined that the purchase of fiber and its installation by the Grand Island Utilities Department was the most affordable long term solution and also provided the most secure public safety data network. Working with Grand Island Utilities, quotes for the purchase of fiber were gathered and are included in this packet. Following a request for quotes by Utilities, only Graybar Electric Company of Jefferson City, Missouri returned correct quotes that were sufficient for the project as requested.

The Emergency Management Department recommends the purchase of Fiber Optic Cable from Graybar Electric Company of Jefferson City, Missouri in the amount of \$21,262.08 for its installation by the Grand Island Utilities Department.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve this purchase of Fiber Optic Cable.

Sample Motion

Move to approve the purchase of Fiber Optic Cable from Graybar Electric Company of Jefferson City, Missouri in the amount \$21,262.08.

Vendor	Dutton - Lainson		Vendor	Wesco		Vendor	Kriz-Davis		Vendor	Husker Electric		Vendor	Resco	
Quote	Mfg..	Delivery	Quote	Mfg..	Delivery	Quote	Mfg..	Delivery	Quote	Mfg..	Delivery	Quote	Mfg..	Delivery
.84 ft	AFL	26-28 wks	87 ft	AFL	28 weeks	817 ft	AFL	27-29 wks	N/Q			N/Q		
Plus Freight			Plus Freight			Plus Freight								
59.26 ea ?	AFL	8-10 wks	60.98 ea ?	AFL	8-10 wks	60.00 ea ?	AFL	9-11 wks	N/Q			N/Q		
Plus Freight														
237.00 ea	AFL	4-6 wks	243.93 ea	"	"	240.00 ea	AFL	"	N/Q			N/Q		
59.90 ea	AFL	4-6 wks	61.64 ea	"	"	61.00 ea	AFL	"	N/Q			N/Q		
27.03 ea	AFL	4-6 wks	27.81 ea	"	"	28.00 ea	AFL	"	N/Q			N/Q		
Plus Freight			Order 29	Plus Frt										
23.13 ea	AFL	3-4 wks	23.80 ea	"	"	24.00 ea	AFL	"	N/Q			N/Q		
21.53 ea	AFL	3-4 wks	22.16 ea	"	"	22.00 ea	AFL	"	N/Q			N/Q		
Plus Freight														
24.69 ea	Klein	2-3 wks	24.85 ea	Klein	Stock	24.50 ea	Klein	2 weeks	24.58 ea	Klein	1 week	25.40 ea	Klein	Stock
9.07 ea	"	"	9.13 ea	"	"	9.00 ea	"	"	9.00 ea	"	"	9.35 ea	"	Stock
7.50 ea	"	"	7.56 ea	"	"	7.45 ea	"	"	7.47 ea	"	"	7.75 ea	"	2-3 wks
109.22 ea	SPS	2-4 wks	103.00 ea	SPS	2 weeks	115.00 ea	SPS	1-2 wks	107.59 ea	SPS	1-2 wks	106.00 ea	SPS	1-3 wks
Plus Freight						Plus Freight			Plus Freight \$9.00					
29.37 ea	Buck	2-4 wks	19.60 ea	Buck	2-3 wks	21.00 ea	Buck	4-6 wks	N/Q			N/Q		
Plus Freight														

Items #2 thru #7 Freight	Items #2,3,4,6 & 7	Items #2 thru #7
Allowed if Ordered Together	Freight Allowed	All or None
		Freight Allowed

CITY OF GRAND ISLAND UTILITIES DEPARTMENT
P.O.Box 1968, Grand Island, NE 68802-1968

QUOTE No. 13017

DATE 1/20/2017

*****REQUEST FOR QUOTE*****

Item #	Quantity Ordered	City stock Code	Description	No Subs	Vendor Quote	Graybar Mfg..	Delivery
1	14,000		Ft. - AFL #AE0489C520AA4 Mini Span 424 ADSS 48 Strand Single Mode Fiber .424"	X	.83958 ft	AFL	26-28 wks
2	5		Ea. - AFL #SB-01-72 Splice Can with ST1-72 Tray	X	634.28 ea	AFL	6-8 wks
3	5		Ea. - AFL #CB-44 Coil Bracket	X	240.05 ea	AFL	6-8 wks
4	12		Ea. - AFL #BCK-413/427 SB-01 Connector Kit for ADSS	X	60.66 ea	AFL	6-8 wks
5	20		Ea. - AFL #ADELD2E-424005TE Formed Wire Lite Duty Deadend	X	26.25 ea	AFL	6-8 wks
6	90		Ea. - AFL #ATGN420/474 Tangent	X	23.42 ea	AFL	6-8 wks
7	20		Ea. - AFL #FDOA-B4B4D Down Lead Clamp with Lag Bolt	X	22.07 ea	AFL	6-8 wks
8	6		Ea. - Klein #D213-9NE Side Cut Pliers	X	25.69 ea	Klein	1-2 wls
9	8		Ea. - Klein #600-6 Flat Screwdriver	X	9.44 ea	"	"
10	8		Ea. - Klein #600-4 Flat Screwdriver	X	7.81 ea	"	"
11	5		Ea. - Speed Systems #OHW Ratcheting Box Wrench	X	118.98 ea	SPS	2 weeks
12	10		Ea. - Buckingham #7090 Linemans Skinning Knife	X	21.09 ea	Buck	2 weeks

Klein all or none.

Items #2 thru #7 Must

Comments: If the item you are quoting is PLUS FREIGHT, please estimate freight cost.

Order Together.

Only Complete Quote Received

FIRM SUBMITTING QUOTE _____

SIGNATURE _____



235 JAYCEE DR
JEFFERSON CITY MO 65109-1100
Phone: 573-681-6407
Fax: 573-636-5139

To: CITY OF GRAND ISLAND - UTILITY
1116 NW FRONT ST
GRAND ISLAND NE 68801-4744
Attn: MARK
Phone: 308-385-5444
Fax:
Email: kevin.schnieders@graybar.com

Date: 01/27/2017
Proj Name: GRAND ISLAND
GB Quote #: 0226841091
Valid From: 01/27/2017
Valid To: 02/26/2017
Contact: Kevin Schnieders
Email: kevin.schnieders@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
Notes: ALL AFL ITEMS MUST ORDER TOGETHER EXCEPT FOR LINE #100							
ALL KLEIN ITEMS MUST ORDER TOGETHER							
100	14,000	AFL EA TELECOMMUNIC ATIO	AE0489C520AA4		\$839.58	1000	\$11,754.12
Ship From: Drop Ship-Factory ***Item Note:*** 26-28 WEEKS							
200	5 EA	AFL TELECOMMUNIC ATIO	SB01-72		\$634.28	1	\$3,171.40
Ship From: Drop Ship-Factory							
300	5 EA	AFL TELECOMMUNIC ATIO	CB-44-3AL		\$240.05	1	\$1,200.25
Ship From: Drop Ship-Factory							
400	12 EA	AFL TELECOMMUNIC ATIO	BCK413/427		\$60.66	1	\$727.92
Ship From: Drop Ship-Factory							

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

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

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

To: CITY OF GRAND ISLAND - UTILITY
1116 NW FRONT ST
GRAND ISLAND NE 68801-4744
Attn: MARK

Date: 01/27/2017
Proj Name: GRAND ISLAND
GB Quote #: 0226841091

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

500	29 EA	AFL	ADELD2E-424005TE	\$26.25	1	\$761.25
		TELECOMMUNIC				
		ATIO				

Ship From: Drop Ship-Factory

600	90 EA	AFL	ATGN420/474	\$23.42	1	\$2,107.80
		TELECOMMUNIC				
		ATIO				

Ship From: Drop Ship-Factory

700	20 EA	AFL	FDOA-B4B4D	\$22.07	1	\$441.40
		TELECOMMUNIC				
		ATIO				

Ship From: Drop Ship-Factory

800	6 EA	KLEIN TOOLS	D213-9NE	\$25.69	1	\$154.14
			SIDE-CUTTING PLIERS HI-LEVERAGE NE 9-1			

GB Part #: 88154074 UPC #: 09264470042

Ship From: Drop Ship-Factory

900	8 EA	KLEIN TOOLS	600-6	\$9.44	1	\$75.52
			SCREWDRIVER CUSHION-GRIP HD SQ-SHANK K			

GB Part #: 88153516 UPC #: 09264485004

Ship From: Drop Ship-Factory

1000	8 EA	KLEIN TOOLS	600-4	\$7.81	1	\$62.48
			SCREWDRIVER CUSHION-GRIP HD SQ-SHANK KE			

GB Part #: 88153515 UPC #: 09264485002

Ship From: Drop Ship-Factory

1100	5 EA	SPEED SYSTEMS OHW		\$118.98	1	\$594.90
		INC				

Ship From: Drop Ship-Factory

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To: CITY OF GRAND ISLAND - UTILITY
1116 NW FRONT ST
GRAND ISLAND NE 68801-4744
Attn: MARK

Date: 01/27/2017
Proj Name: GRAND ISLAND
GB Quote #: 0226841091

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

1200	10 EA BUCKINGHAM	7090	KNIFE W/RING	\$21.09	1	\$210.90
GB Part #: 22048890 UPC #:						
Ship From: Reship-Factory						

Total in USD (Tax not included): \$21,262.08

F O B: F/A

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1116 NW FRONT ST
GRAND ISLAND NE 68801-4744
Attn: MARK

Date: 01/27/2017
Proj Name: GRAND ISLAND
GB Quote #: 0226841091

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. **PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
3. **RETURN OF GOODS** - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. **DELAY IN DELIVERY** - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. **LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
7. **LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. **WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. **MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. **REELS** - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. **CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. **FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§88dd-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 of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. **PAYMENT TERMS** - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. **EXPORTING** - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any 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: _____

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RESOLUTION 2017-45

WHEREAS, the Grand Island City Council approved the construction of a new Emergency Management & 911 Facility on land owned by the City near Fire Station #1; and

WHEREAS, this new facility requires high speed, reliable and redundant connectivity to the IT networks operated and maintained by both the City of Grand Island and Hall County; and

WHEREAS, the Department has determined that the purchase and installation of fiber optic cable to connect this new Facility to the City and County IT networks provides the best fiscal and operational benefits; and

WHEREAS, Department has received quotes for the purchase of fiber optic cable sufficient to connect the new facility to the require networks, and found that Graybar Electric Company provided the best and most sufficient quote for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that City staff members are authorized and directed to purchase fiber optic cable and associated materials in the amount of \$21,262.08 from Graybar Electric Company of Jefferson City, Missouri for installation by the Grand Island Utilities Department.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney