

March 12, 2010

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: DIANA MAURER  
STATE CONTRACT PROCUREMENT OFFICER  
(302) 857-4557

SUBJECT: **AWARD NOTICE ADDENDUM#1 EFFECTIVE DATE August 1, 2010**  
**CONTRACT NO. GSS491-ELECTRICAL**  
ELECTRICAL SUPPLY, LAMPS AND BALLASTS

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OF  
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**KEY CONTRACT INFORMATION**

1. **MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. **CONTRACT PERIOD:**

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Each contractor's contract shall be valid for a one (1) year period from August 1, 2009 through July 31, 2010. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

**This contract has been extended for an additional year through July 31, 2011.**

3. **VENDORS:**

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**Vendor "A"**

**Vendor "B"**

**RUMSEY ELEC. CO.**  
**dba TECOT ELECTRIC SUPPLY CO. INC.**  
55 Lukens Dr.  
New Castle, DE 19720  
Phone: 302-593-3474  
Fax: 302-735-3303  
Contact: Lynda Lambert  
E-mail: [LLambert@rumsey.com](mailto:LLambert@rumsey.com)

**UNITED ELECTRIC SUPPLY CO.**  
10 Bellecor Drive  
New Castle, DE 19720  
Phone :302- 324-3231  
Fax: 302- 324-3333  
Contact: Judie Romano  
E-Mail: [jromano@unitedelectric.com](mailto:jromano@unitedelectric.com)

4. **SHIPPING TERMS:**

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F.O.B. destination; freight prepaid.

5. **DELIVERY AND PICKUP:**

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See Award Notice Pricing Index DELIVERY tab for schedules and locations.

6. **PRICING:**

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Prices will remain firm for the term of the contract period unless further negotiations are deemed necessary by the State. In the event of any extreme change in pricing, either up or down, the vendor must document and present specific manufacturers pricing and their proposal to the State for consideration and approval. Price proposals must be consistent with those negotiated as a result of the ITB.

Contract pricing can be found on the Excel Workbook titled, "Award Notice - Pricing Index".

7. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for another one (1) year term, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average or the US Dept of Labor; Bureau of Labor Statistics; Producer Price Index (PPI). If either index is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

The method of price adjustment will be to review the most recent index available using Table 6; Producer Price Indexes and Percent Changes for Commodity Groupings and Individual Items not Seasonally Adjusted. The change in the index rate from the previous contract pricing date will determine the change in prices for the contract extension period.

The website for the Producer Price Index (PPI) is <http://data.bls.gov/>.

The vendor must submit a written request for price increases to Government Support Services, Attn: Roxann M. Parker, State Contract Procurement Officer II.

Request for price increases must be accompanied by documentation, regardless of the vendors overall increase. Price increases will not exceed the PPI stated above. NO price increases are to be billed to the State agencies without prior written approval by Government Support Services. Price increases become effective with all orders placed on or after the effective date. The State of Delaware shall receive full proportionate benefits of price decreases immediately upon their effective date.

When submitting requests for price changes, vendor shall be required to list the State Item Number and complete identification of items requesting change. Vendor shall not delay or stop deliveries pending a price change. Failure to submit required information may result in denial for a price change.

8. **QUARTERLY BUSINESS REVIEWS:**

If deemed necessary, the vendor shall meet with the State to conduct a business review on a quarterly basis. Quarterly business reviews shall be a process for the State and vendor to revise the core lists based on spend analysis and implement changes to discount structures on non-core items based on documentation from manufacturers trade pricing and/or catalogs.

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9. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

10. **BILLING:**

The contractor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

11. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

12. **PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by Government Support Services to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

13. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

14. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

15. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

16. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

17. **AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

18. **ENERGY STAR PRODUCTS:**

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

19. **METHOD OF PAYMENT:**

- a. For each P.O. issued as part of this contract, the State will pay contractor monthly, within thirty (30) days of receipt of the Contractor's billing, the amount which is legitimately earned by the Contractor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Contractor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

20. **CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor shall be incorporated in written amendments to the Purchase Order.

TECHNICAL SPECIFICATIONS

**PRODUCTS AND SERVICES DEMAND PROFILE**

***A. Pricing, Quality and Service Requirements***

**Pricing**

Contract Users require individual, unit pricing for items where listed in the Award Notice Pricing Index. These prices **include costs such as delivery, shipping or other costs associated with the item**. The delivery and shipping costs referred to here are those for normal shipping, and not rushed orders

Prices shall apply to all quantities. There shall be no minimum quantity requirement, penalties for buying less than a full carton/case, or added discounts for ordering full cases.

During the term of any resulting contract, Supplier shall commit to providing the State pricing and responsive service to each of the Contract Users.

**In addition:**

- No service fees or additional costs will be invoiced to Contract Users by the Supplier during the term of this agreement (except as described in this RFP or mutually agreed upon in writing)
- There will be no “small order”, “minimum order,” or “special order” charges or surcharges
- There will be no return fees for inaccuracies or other errors on the part of the supplier
- Any rush delivery that occurs as a result of Supplier’s error (e.g., stock-outs, etc.) will be free of charge. No handling surcharges will be added or discounts lost for any rush or expedited orders

TECHNICAL SPECIFICATIONS (Cont.)

**Category Specific Service Levels**

**1. Electrical Supply**

**Delivery**

All items, with the exception of Specialty Items, shall be delivered within twenty-four (24) hours after receipt of order. In the event of an emergency, an item shall be delivered within two (2) hours or be available for immediate pick up. Delivery or pick up shall be determined by Contract Users. Supplier must provide the part number, full description, and price on each packing slip. Each item must be individually labeled with part number.

- Note:**
1. Emergencies will be determined by Contract Users
  2. The Contract Users involved may specify that a 24 hour delivery is not required. This is at the sole discretion of the Contract Users
  3. All Specialty Items shall be delivered within fourteen (14) calendar days.

**Sole Source Items**

Suppliers who have exclusive distribution rights for certain manufacturers must clearly identify the manufacturer.

**General Service Requirements**

**Inspection**

Upon delivery, the material will be inspected, and if found to be defective or if it fails in any way to meet the specifications as indicated in this Proposal, it may be rejected. All rejected material or shortages will be replaced by the Supplier within ten (10) business days.

**Warehouse and Service Locations:**

A list of locations and addresses for each vendor can be found on the Award Notice Pricing Index Delivery tab.

**Freight Adjustment:**

If approved in writing by a Contract User, a freight allowance may be added to an invoice for "special rush, or emergency orders". Invoices must indicate the name of the Contract User making the request.

TECHNICAL SPECIFICATIONS (Cont.)

**General Service Requirements (continued)**

**Tax Exemption**

Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted, nor added to any invoice associated with a purchase made under the resulting agreement.

**Product Availability**

Suppliers must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by a designated State of Delaware representative, as listed in the final contract, during the term of the agreement. Manufacturer's discontinuation of any products must be communicated to Contract Users by suppliers in writing within five (5) business days. In such instances, suppliers agree to work with Contract Users to identify and implement alternative options that maintain or reduce costs associated with the replacements.

**Substitutions**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered where requested provided the supplier(s) certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified. However, substitution on any product or quantities on any order will not be accepted by Contract Users, unless authorized in writing by a designated buyer.

**Contact Information**

The Contract Users require the supplier(s) to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each Contract User is responsible for placing its orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems.

**Freight Policy**

All shipments will be FOB Delivered to the specified location. Supplier(s) is responsible for filing and expediting all freight claims with the carrier. The Supplier will pay title and risk of loss or damage charges. Emergency/rush delivery requiring special shipping and handling will be at Contract Users' expense (with prior approval only). Rush delivery that occurs as a result of the Supplier's error will be free of charge.

TECHNICAL SPECIFICATIONS (Cont.)

**General Service Requirements (continued)**

**Shipping**

A packing label must be on each box and include the following items, visible on the outside of the box:

- Contract User's Name
- Address
- Department and floor
- Contact
- Telephone number

A packing slip must also be included which will include information such as:

- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back order items
- Unit Price

**Returns**

Any materials delivered in poor condition, in excess of the amount authorized by the requisition form or not included on the requisition form or purchase order may, at the discretion of the Contract Users, be returned to the Supplier's warehouse at the Supplier's expense within 30 days. Return Authorizations (RA's) must be credited immediately once Supplier receives the returned goods.

**Customer Service and Account Management**

**Customer Service**

The Supplier(s) shall provide each of the Contract Users a single, local point of contact (and a backup) to handle questions or problems that may arise. At least one Customer Service Representative must be available during Supplier's operating hours. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, State contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or 800 number preferred).

TECHNICAL SPECIFICATIONS (Cont.)

**Customer Service and Account Management (continued)**

**Account Management**

Once an account has been identified as being eligible to access the contract, the Supplier is expected to be able to correctly apply the appropriate pricing schedule to all invoices for that account. The Supplier shall designate one Inside Account Representative to service all of the State accounts to insure the uniform pricing. **This representative shall support all reporting requirements of the Contract Officer in Government Support Services, Office of Management and Budget supporting this contract.**

The Supplier(s) shall commit to periodic (quarterly, Semi-annually or annually) reviews of internal customer satisfaction and shall make consistent efforts to improve customer satisfaction.

**Quality Assurance Guarantees**

The Supplier(s) is to guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents produced by the supplier(s). The Supplier(s) is to agree to repair and/or immediately replace without charge to Contract Users any product or part thereof which proves to be defective or fails within the warranty period as specified.

**2. Lamps & Ballasts Specifications**

***Incandescent, Fluorescent, Energy Compact Fluorescent, Halogen, Low Mercury Lamps - (General Electric, Philips, or Sylvania); Other approved Specialty Lamps***

**A. Material and Workmanship:**

Material used in the manufacturing of lamps, starters and fuses shall meet or exceed all current Federal Specifications, including latest supplements. Lamps not specifically listed in the applicable specifications shall be subject to inspection, and approval or disapproval by the Division of Support Services or its authorized representative.

**B. Packing and Marking**

The packing and marking of lamps and starters shall be by the best acceptable commercial standards, in shipping containers so constructed as to insure acceptance by common and other carrier.

The marking of each shipping container shall be as follows:

- a. Type of Product
- b. Manufacturer and Vendor
- c. Size and Catalog Number

TECHNICAL SPECIFICATIONS (Cont.)

**BALLASTS**

**A. Material and Workmanship**

The specification covers ballasts which have open-circuit voltages of 2000 volts or less and are intended to operate at a frequency of 60 Hertz. The ballasts are for Hot Cathode fluorescent lamps, either pre-heat start, rapid start, rapid start or instant start, and also for cold cathode fluorescent lamps. The ballasts are intended for use in room ambient temperatures of 50 to 105 degrees F.

The following specifications and standards, including latest supplements which may be in effect on the date of the Proposal shall form a part of this specification:

A.N.S.I. C82.1 Specifications for Fluorescent Lamp Ballast U.S. 935 Fluorescent-Lamp Ballast, Standards for Safety.

- a. Ballasts shall be totally enclosed by a non-combustible, moisture-resistant material except reactor type ballasts designed for use within the enclosure of other equipment may be of the open core and coil type.
- b. Ballasts shall have thermal protection, either automatic resetting or non-resetting.
- c. Ballasts shall be U.L. listed and shall carry a label to that effect.
- d. C.B.M. Certification by E.T.L. shall apply to all ballasts where available.

**A. Material and Workmanship (continued)**

A.N.S.I. C82.1 Specifications for Fluorescent Lamp Ballast U.S. 935 Fluorescent-Lamp Ballast, Standards for Safety. (continued)

- e. Ballasts leads shall be color-coded.
- f. Ballasts shall be marked in conformance with the requirements of U.L. 935 [including latest issue(s)].

**B. Packing and Marking**

The packing and marking of ballasts, shall be by the best acceptable commercial standards, in shipping containers so constructed as to ensure acceptance by common and other carriers.

The making of each shipping container shall be as follows:

- a. Type of Product
- b. Manufacturer and Vendor
- c. Size and Catalog Number

TECHNICAL SPECIFICATIONS (Cont.)

***Electronic Ballasts***

**A. Material and Workmanship:**

Ballasts are to be high frequency, electronic type, operating lamps at a frequency of 20KHZ or higher with no detectable flicker, and shall provide consistent light output throughout the cycle. They will have high power factor of 90% or more. Those that operate as a parallel circuit will allow remaining lamp(s) to maintain full output if companion lamp(s) fail. They shall not be affected by lamp failure and shall yield normal lamp life. All ballasts will be backed by the manufacturers complete warranty.

- a. Ballasts shall be listed and approved by Underwriters Laboratory (U.L.) and shall carry a label to that effect.
- b. Ballasts shall meet FCC & NEMA requirements governing electromagnetic and radio frequency interference.
- c. Ballasts shall meet all applicable state and federal efficiency standards including the National Energy Conservation Amendment (NAECA) of 1988 and the Energy Policy Conservation Act (EPCA) of 1987, where applicable.
- d. Ballasts shall comply with all applicable ANSI and IEEE standards regarding harmonic distortion and surge protection.
- e. Ballasts shall operate at an input frequency of 60 HZ and an input voltage of 90 to 145 (120V models) or 200 to 320 (277V models).
- f. Lamp current crest factor shall not exceed 1.6.
- g. Ballasts will be Class P thermally protected, either automatic resetting or non-resetting.

**B. Packing and Marking:**

The packing and marking of electronic ballasts shall be by the best acceptable commercial standards, in shipping containers so constructed as to ensure acceptance by common and other carrier.

The marking of each shipping container shall be as follows:

- a. Type of Product
- b. Manufacture and Vendor
- c. Size and Catalog Number

TECHNICAL SPECIFICATIONS (Cont.)

***Electronic Compact Fluorescent Ballasts***

**A. Material and Workmanship:**

All applicable specifications as stated above, plus the following:

- a. Compliance with all plenum and construction code requirements
- b. End of lamp-life shutdown circuit with auto-reset that meets ANSI/NEMA requirements.

**B. Packing and Marking:**

The packing and marking of ballasts, shall be by the best acceptable commercial standards, in shipping containers so constructed as to ensure acceptance by common and other carriers.

The making of each shipping container shall be as follows:

- a. Type of Product
- b. Manufacturer and Vendor
- c. Size and Catalog Number

***Magnetic Compact Fluorescent Ballasts***

**A. Material and Workmanship:**

All applicable specifications as stated above, plus the following:

- a. Ranging from 5 – 40 watts (10 – 38 for 2D lamps)

**B. Packing and Marking:**

The packing and marking of ballasts, shall be by the best acceptable commercial standards, in shipping containers so constructed as to ensure acceptance by common and other carriers.

The making of each shipping container shall be as follows:

- a. Type of Product
- b. Manufacturer and Vendor
- c. Size and Catalog Number

**II. ELECTRICAL SUPPLY SPECIFICATIONS**

Where applicable, electric supplies shall be listed by the Underwriters Laboratory (U.L.).

All items listed are to be of Commercial Grade.