



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

July 25, 2011

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

FROM: Courtney McCarty  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4557

SUBJECT: **AWARD NOTICE – ADDENDUM #5**, Effective December 6, 2011  
**CONTRACT NO. GSS11491A-ELECTRICAL**  
Electrical Supply, Lamps, and Ballasts

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OF  
KEY CONTRACT INFORMATION**

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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 vendor’s contract shall be valid for a one (1) year period from August 1, 2011 through July 31, 2012. Each contract may be renewed for three (3) 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.

**3. VENDORS**

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<p>GSS11491A-ELECTRICALV01  <b>Graybar Electrical Co.</b>          43 Boulden Blvd.          New Castle, DE 19720          POC: Karen Janka          PH: 1-856-723-5749          Email: <a href="mailto:karen.janka@graybar.com">karen.janka@graybar.com</a>          FSF: 0000002541</p>	<p>GSS11491A-ELECTRICALV02  <b>Rumsey Electric Company</b>          55 Lukens Dr.          New Castle, DE 19720          POC: Lynda Lambert          PH: 302-593-3474          Email: <a href="mailto:llambert@rumsey.com">llambert@rumsey.com</a>          FSF: 0000017499</p>
<p>GSS11491A-ELECTRICALV03  <b>United Electric</b>          10 Bellecor Dr.          New Castle, DE 19720          POC: Judie Romano          PH: 302-324-3231          Email: <a href="mailto:jromano@unitedelectric.com">jromano@unitedelectric.com</a>          FSF: 0000024653  <i>Please refer to the Pricing Spreadsheet Vendor Info tab for Zone contacts.</i></p>	<p>GSS11491A-ELECTRICALV04  <b>Wesco Distribution</b>          5 Germay Dr.          Wilmington, DE 19804          POC: John Fregapane          PH: 302-655-9611          Email: <a href="mailto:jfregapane@wesco.com">jfregapane@wesco.com</a>          FSF: 0000019581</p>

**4. SHIPPING TERMS**

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F.O.B. destination; freight pre-paid.

## 5. **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”. Pricing workbook has been updated to correct an error for United Electric – Electrical #74, 75, 171.

Due to the Rare Earth Element situation, pricing for the Lamp section has been extended. Please refer to Pricing Spreadsheet 5 for current pricing and dates. Pricing in the Lamp section has been updated for Rumsey and Wesco.

## 6. **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: Courtney McCarty, State Contract Procurement Officer I.

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.

**ADDITIONAL TERMS AND CONDITIONS**

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**7. BILLING**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**8. PAYMENT**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. 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.

**9. PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**10. 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.

**11. REQUIREMENTS**

This contract will be issued to cover the Electrical Supply, Lamps and Ballasts requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

**12. 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.

### **13. 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.

### **14. 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.

### **15. 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.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

## **16. CORE LIST ITEMS**

The State core list, contained in the Pricing Spreadsheet, includes almost 300 electrical supplies, lamps, and ballast items that were the most commonly purchased last year and that have been specially priced. The Core list will be updated on a quarterly basis according to usage. If there is sufficient demand for a product, it can be added to the Core List at the appropriate time.

## **17. 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. Suppliers must provide the part number, full description, and price on each packing slip. Each item must be individually labeled with the part number.

The Contract Users involved may specify that a twenty-four (24) hour delivery is not required for an order. This is at the sole discretion of the Contract Users.

All Specialty Items shall be delivered within fourteen (14) calendar days.

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

## **17. 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 ITB, it may be rejected. All rejected material or shortages will be replaced by the Supplier within ten (10) business days.

## **18. 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 the Contract User's expense (with prior approval only). Rush delivery that occurs as a result of the Supplier's error will be free of charge.

**19. 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.

**20. 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 thirty (30) days. Return Authorizations (RA’s) must be credited immediately once Supplier receives the returned goods.

**21. 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.

**22. 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 in Pricing Spreadsheet, 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 the Contract Users, unless authorized in writing by a designated buyer.

**23. 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).

**24. 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.

**25. 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. 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 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 CONNECTION WITH A NUCLEAR FACILITY.