

State of Delaware
ELECTRICAL SUPPLY, LAMPS AND BALLASTS

Invitation to Bid
Contract No. GSS11491-ELECTRICAL

February 21, 2011

- Deadline to Respond -
March 22, 2011
1:00 p.m. EDT

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

**CONTRACT NO. GSS11491-ELECTRICAL
ELECTRICAL SUPPLY, LAMPS AND BALLASTS**

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for Electrical Supply, Lamps and Ballasts. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. GSS11491-ELECTRICAL

1. DEFINITIONS and GENERAL PROVISIONS
2. SPECIAL PROVISIONS
3. TECHNICAL SPECIFICATIONS
4. BID QUOTATION REPLY SECTION
 - a. Attachment 1 – No Proposal Reply Form
 - b. Attachment 2 – Non-Collusion Statement
 - c. Attachment 3 – Exceptions
 - d. Attachment 4 – Business References
 - e. Attachment 5 – Monthly Usage Report
 - f. Attachment 6 – Subcontracting (2nd tier spend) Report
 - g. Attachment 7 – Office of Minority and Women Business Enterprise Certification Application
 - h. Attachment 8 – Performance Bond Form
 - i. Appendix A – Core Item Lists and Pricing Tabs (Excel Workbook)

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by March 22, 2011 at 1:00 p.m. EDT.

Bids shall be submitted to:

**STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
100 ENTERPRISE PLACE - SUITE 4
DOVER, DE 19904-8202**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please call 302-857-4557 or courtney.mccarty@state.de.us.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

GOVERNMENT SUPPORT SERVICES

DEFINITIONS
AND
GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

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Government Support Services

A. DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which its has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and its surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

B. GENERAL PROVISIONS

1. BID INVITATION

See "Definitions".

2. PROPOSAL FORMS

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. INTERPRETATION OF ESTIMATES

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. PREPARATION OF PROPOSAL

- a. The bidder's proposal shall be written in ink or typewritten on the form provided, containing original signatures in all locations requiring an offeror signature. The proposal must also include one CD or DVD media disk, containing the completed Appendix A Excel sheets, in Excel format.
- b. Proposals should be prepared simply and economically, providing a straight-forward, concise description of the contractor's offers to meet the requirements of the ITB. DO NOT USE RING BINDERS.
- c. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

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7. **PRICES QUOTED**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND**

Bid Bond Waived.

11. **NUMBER OF COPIES WITH MAILING OF PROPOSAL**

The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two paper copies and one electronic copy on CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining copy does not require original signatures. CD or DVD media disk must also contain the completed Appendix A Excel workbook, in Excel format.

12. **DELIVERY OF PROPOSALS**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**STATE OF DELAWARE
Office of Management and Budget
Government Support Services, Contracting Section
100 Enterprise Place – Suite 4
Dover, DE 19904-8202**

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

13. **WITHDRAWAL OF PROPOSALS**

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

14. **PUBLIC OPENING OF PROPOSALS**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

15. **PUBLIC INSPECTION OF PROPOSALS**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

16. **DISQUALIFICATION OF BIDDERS**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. CONTRACT AWARD

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected. The State reserves the right to award the proposed contract to multiple suppliers if the Head of the Agency determines that such an award is in the best interest of the State.

4. EXECUTION OF CONTRACT

- a. The bidder(s) to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder(s) fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder(s) of the work or re-advertised, as the Agency may decide.

5. REQUIREMENT OF CONTRACT BOND

- a. Successful bidder(s) shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. WARRANTY

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

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7. THE CONTRACT(S)

The contract(s) with the successful bidder(s) will be executed with the Office of Management and Budget, Government Support Services acting for all participating agencies.

8. RETURN OF BIDDER'S DEPOSIT

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. INFORMATION REQUIREMENT

The successful bidder's shall be required to advise the Office of Management and Budget, Government Support Services of the gross amount of purchases made as a result of the contract.

10. CONTRACT EXTENSION

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. TERMINATION FOR CONVENIENCE

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. TERMINATION FOR CAUSE

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

D. GENERAL PROVISIONS

1. AUTHORITY OF AGENCY

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. LAWS TO BE OBSERVED

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

3. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

4. PATENTED DEVICES, MATERIAL AND PROCESSES

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. EMERGENCY TERMINATION OF CONTRACT

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. TAX EXEMPTION

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.

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- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

7. OR EQUAL (PRODUCTS BY NAME)

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 provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. BID EVALUATION AND AWARD

The Office of Management and Budget, Government Support Services will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Office of Management and Budget, Government Support Services in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. INVOICING

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendors.

10. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

E. SPECIAL PROVISIONS

1. CONTRACT 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.

2. MANDATORY USE CONTRACT

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.

3. CONTRACT PERIOD

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 must be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. PRICES

Prices shall remain firm for the first six (6) months of the contract, and may be adjusted for the second six (6) month period. The adjustment shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average or the Producers Price Index (PPI) for the appropriate commodity. If either index is used, any increase/decrease shall reflect the change during the previously published twelve (12) month period at the time of renegotiation

5. MOST-FAVORED CUSTOMER

The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.

6. PRICE ADJUSTMENT

If agreement is reached to extend this contract for the optional year(s), Government Support Services shall have the option of offering at six (6) month intervals, a determined price adjustment. The adjustment shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average or the Producers Price Index (PPI) for the appropriate commodity. If either index is used, any increase/decrease shall reflect the change during the previously published twelve (12) month period at the time of renegotiation

7. SHIPPING TERMS

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

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8. **QUANTITIES**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

9. **FUNDING OUT**

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

10. **BID BOND REQUIREMENT**

Bid Bond Waived.

11. **PERFORMANCE BOND REQUIREMENT**

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance Office of Management and Budget, Government Support Services with surety in the amount of (\$780,000.00) Seven Hundred Eighty Thousand Dollars. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If Office of Management and Budget, Government Support Services bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in Office of Management and Budget, Government Support Services Bond Form.

12. **MANDATORY INSURANCE REQUIREMENTS**

a. Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

and

b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

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3. Forty-five (45) days written notice of cancellation or material change of any policies is required.

Administrator, Government Support Services
Contract No. GSS11491-ELECTRICAL
State of Delaware
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

Note: The State of Delaware shall not be named as an additional insured.

13. BASIS OF AWARD

Government Support Services shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

14. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful vendor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

15. HOLD HARMLESS

The successful bidder 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 successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

16. OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

17. NON-PERFORMANCE

In the event the vendor 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 vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

18. FORCE MAJEURE

Neither the vendor 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.

19. CONTRACTOR NON-ENTITLEMENT

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

20. EXCEPTIONS

Bidders may elect to take minor exception to the terms and conditions of this ITB. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

21. REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 8) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

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In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women’s Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment 9.

2nd tier reports (Attachment 9) shall be submitted to the contracting Agency’s Supplier Diversity Liaison found at: http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liaisons.xls and the OMWBE at: vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

22. BUSINESS REFERENCES (Current vendors excluded)

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

23. 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.

24. BILLING

The successful vendor 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.

25. 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.

26. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by Government Support Services to do otherwise. However, 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 such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

27. BID/CONTRACT EXECUTION

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov>.

28. CONTRACTOR RESPONSIBILITY

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

29. PERSONNEL

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

30. LIFE CYCLE COSTING

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

31. ENERGY STAR PRODUCTS

If applicable, 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 for complete product specifications and updated lists of qualifying products.

32. TERMINATION FOR CONVENIENCE

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

33. TERMINATION FOR CAUSE

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

34. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

35. ELECTRONIC CATALOG

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

Note: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Electronic catalogs
- Commodity/classification code: United Nations Standard Products and Services Code (UNSPSC).
- A unique item ID for all items in our system

The state has made the determination to include the requirement in this contract for two reasons:

1. To find out what vendors can offer.
2. To give the agencies and school districts a level of comfort in using electronic catalogs.

F. TECHNICAL SPECIFICATIONS

1. OVERVIEW

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for Electrical Supply, Lamps and Ballasts as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

2. APPENDIX A – CORE ITEM LIST AND PRICING TAB

Appendix A is an Excel workbook to be completed electronically by the offeror. The purpose of the workbook is to submit contract pricing as well as other relevant information that will be used to evaluate each offerors ability to fulfill the contract. Any information that is required in the ITB response and hasn't been addressed in this workbook shall be submitted in hardcopy form. Refer to General Provisions #11 "Number of Copies with Mailing of Proposals" for submission requirements. Instructions for completing the Excel workbook can be found on the first tab of the workbook (Labeled: Instructions).

When completing the forms, you are required to break out your response into all components requested. Submission of incomplete responses may result in your proposal being considered non-responsive. Please do not deviate from the structure established by this ITB. If your company would like to include additional information that would be useful in the evaluation process, you may do so as separate, clearly labeled attachments.

3. CORE LIST ITEMS

The State core list, contained in Appendix A, 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.

4. QUARTERLY MEETINGS

Vendor(s) will meet with Contract Officer quarterly to discuss vendor recommendations for the core item list (additions, deletions, substitutions – environmental or discontinued products), usage reports, and the contract overall.

5. PRODUCTS AND SERVICES REQUIREMENTS

During FY 10, Contract Users spent over \$700,000.00 in Electrical Supply, Lamps and Ballasts supplies. The key categories of Electrical Supply, Lamps & Ballasts commodities purchased are:

- Fluorescent, Incandescent, HID and Specialty Lamps
- Compatible Ballasts
- All Other Electrical Supply (including Specialty Items)

Appendix A consists of several tabs containing the core list items for lamps, ballasts, and electrical supply. The pricing for the items in these tabs are expected to be most aggressive. Appendix A also contains tabs to cover purchases not included in the respective core lists. The Supplier is required to enter discounts from manufacturer lists price. The lists in these tabs are not exhaustive, but contain the manufacturers which have supplied a majority of the items the State has purchased over the last year.

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Suppliers are required to enter in other manufacturer discount information for those manufacturers which the Supplier can represent. This list will be modified in the final agreement based on the award.

6. **DEFINITIONS**

Zones: The areas covered by this contract to better facilitate delivery across the state:

- Zone 1: New Castle County North of the C&D Canal
- Zone 2: New Castle County South of the C&D Canal and all of Kent County
- Zone 3: Sussex County

7. **GENERAL GUIDELINES**

- No service fees or additional costs will be invoiced to Contract Users by the Supplier during the term of the contract (except as described in this ITB 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.
- **Refer to “Instructions” tab of Appendix A for directions on completing the Excel workbook.**

8. **PRICING**

Contract Users require individual, unit pricing for items listed in the attached appendix. This price should 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 quoted 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.

Prices must be in US Dollars (2 decimal places) and valid for a minimum of 90 days from the date of submission.

9. **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

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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

10. **SOLE SOURCE ITEMS**

Suppliers who have exclusive distribution rights for certain manufacturers are required to bid that line, and those manufacturers must be clearly identified.

11. **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.

12. **WAREHOUSE AND SERVICE LOCATIONS**

Suppliers must have at least one (1) stocked warehouse in all Zone(s) bid. A list of locations and addresses must be included with the bid.

13. **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.

14. **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.

15. **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.

16. **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

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to work with Contract Users to identify and implement alternative options that maintain or reduce costs associated with the replacements.

17. **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 Appendix A, 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.

18. **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).

19. **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.

20. **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.

21. **PRODUCT 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 specification shall be subject to inspection, and approval or disapproval by the Government 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 ensure acceptance by common and other carrier.

The marking of each shipping container shall be as follows:

- Type of Product
- Manufacturer and Vendor
- Size and Catalog Number

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 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.

- 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.
- Ballasts shall have thermal protection, either automatic resetting or non-resetting.
- Ballasts shall be U.L. listed and shall carry a label to that effect.
- C.B.M. Certification by E.T.L. shall apply to all ballasts where available.
- Ballasts shall be color-coded.
- Ballasts shall be marked in conformance with the requirements of U.L. 935 [including latest issues(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 marking of each shipping container shall be as follows:

- Type of Product
- Manufacturer and Vendor
- Size and Catalog Number

Electronic Ballasts

A. MATERIAL AND WORKMANSHIP

Ballasts are to be high frequency, electronic type, operating lamps at a frequency of 250 KHZ 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 manufacturer's complete warranty.

- Ballasts shall be listed and approved by Underwriters Laboratory (U.L.) and shall carry a label to that effect.
- Ballasts shall meet FCC & NEMA requirements governing electromagnetic and radio frequency interference.
- 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.
- Ballasts shall comply with all applicable ANSI and IEEE standards regarding harmonic distortion and surge protection.
- 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).
- Lamp current crest factor shall not exceed 1.6.
- Ballast 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 or other carrier.

The marking of each shipping container shall be as follows:

- Type of Product
- Manufacturer and Vendor
- Size and Catalog Number

Electronic Compact Fluorescent Ballasts

A. MATERIAL AND WORKMANSHIP

All applicable specifications as stated above, plus the following:

- Compliance with all plenum and construction code requirements.
- 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 or other carrier.

The marking of each shipping container shall be as follows:

- Type of Product
- Manufacturer and Vendor
- Size and Catalog Number

Magnetic Compact Fluorescent Ballasts

A. MATERIAL AND WORKMANSHIP

All applicable specifications as stated above, plus the following:

- 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 or other carrier.

The marking of each shipping container shall be as follows:

- Type of Product
- Manufacturer and Vendor
- Size and Catalog Number

Electrical Supplies

A. MATERIAL AND WORKMANSHIP

- Electrical supplies shall be listed by the Underwriters Laboratory (UL), where applicable.
- All items listed are to be Commercial Grade.

B. PACKING AND MARKING

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

The marking of each shipping container shall be as follows:

- Type of Product
- Manufacturer and Vendor
- Size and Catalog Number

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BID QUOTATION REPLY SECTION

CONTRACT NO. GSS11491-ELECTRICAL

ELECTRICAL SUPPLY, LAMPS AND BALLASTS

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Government Support Services by March 22, 2011, 1:00 p.m. EDT at which time bids will be opened.

Bids shall be submitted to:

**STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION, GSS11491-ELECTRICAL
100 ENTERPRISE PLACE - SUITE 4
DOVER, DE 19904-8202**

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING

STATE OF DELAWARE
Office of Management and Budget
Government Support Services
Attachment 1

NO PROPOSAL REPLY FORM

CONTRACT: GSS11491-ELECTRICAL
CONTRACT TITLE: Electrical Supply, Lamps and Ballasts

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

	1.	We do not wish to participate in the proposal process.
	2.	We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:
	3.	We do not feel we can be competitive.
	4.	We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
	5.	We do not wish to sell to the State. Our objections are:
	6.	We do not sell the items/services on which Proposals are requested.
	7.	Other: _____

FIRM NAME		SIGNATURE

		We wish to remain on the Vendor's List for these goods or services.
		We wish to be deleted from the Vendor's List for these goods or services.

COMPANY NAME _____

CONTACT _____ PHONE NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE
Office of Management and Budget
Government Support Services
Attachment 2

CONTRACT NO.: GSS11491-ELECTRICAL
OPENING DATE: March 22, 2011, 1:00 p.m. EDT

TITLE: Electrical Supply, Lamps and Ballasts

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Office of Management and Budget, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Office of Management and Budget, Government Support Services.

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE
LICENSE NUMBER _____

FEDERAL E.I. NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.	Women Business Enterprise (WBE)	YES	NO	Minority Business Enterprise (MBE)	YES	NO	Disadvantaged Business Enterprise (DBE)	YES	NO
		(circle one)			(circle one)			(circle one)	

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
Office of Management and Budget
Government Support Services
Attachment 4

GSS11491-ELECTRICAL
Electrical Supply, Lamps and Ballasts
PROPOSAL REPLY SECTION

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:
Contact Name/Phone Number:
Email:
Number of years doing business with :
Describe type of work performed:

2. Business Name/Mailing Address:
Contact Name/Phone Number:
Email:
Number of years doing business with :
Describe type of work performed:

3. Business Name/Mailing Address:
Contact Name/Phone Number:
Email:
Number of years doing business with :
Describe type of work performed:

4. State Contract Name/Number:
Contract Period:

STATE OF DELAWARE
Office of Management and Budget
Government Support Services
Attachment 7

State of Delaware

**Office of Minority and Women Business Enterprise
Certification Application**



Complete application and mail to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place Suite # 4 Dover, DE 19904-8202 Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us
Website: www.state.de.us/omwbe

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
ATTACHMENT 8

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the _____ (“**Owner**”) (*Office of Management and Budget, Government Support Services*), in the amount of Seven Hundred-Eighty Thousand Dollars (\$780,000.00), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. GSS11491-ELECTRICAL dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:

Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:

Title: