STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 16, 2017

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

FROM: DENNIS J SMITH
STATE CONTRACT PROCUREMENT OFFICER
302-857-4544

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS17491-ELECTRICAL
Electrical Supply, Lamps and Ballasts

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

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, 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 two (2)** year period from **September 1, 2017** through **August 31, 2019**. 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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GSS17491-ELECTRICALV01 **United Electric Supply CO., Inc.** 10 Bellecor Dr. New Castle, DE 19720 FSF: 0000024653 **Primary Contact:** Jim Petka PH: 302-322-3333 ext. 321 Fax: 302-324-3333 Email: jpetka@unitedelectric.com **Secondary Contact:** Paul Maiorano Phone: 302-322-3333 ext. 320 Fax: 302-324-3333 Email: pmaiorano@unitedelectric.com Website: www.unitedelectric.com	**GSS17491-ELECTRICALV02** **MSC Industrial Supply Co.** 401 E. Marsh Lane, Unit 2 Newport, DE 19804 FSF: 0000002995 **Primary Contact:** Renee Ezrin PH: 302-322-5441 Fax: 302-328-7024 Email: ezrinr@mscdirect.com **Secondary Contact:** Joe Reber Phone: 413-370-2838 Fax: 302-328-7024 Email: jreber@mscdirect.com Website: www.mscdirect.com

GSS17491-ELECTRICALV03 **Rumsey Electric** 77 McCullough Drive, Suite 12 New Castle, DE 19720 FSF: 0000017499 **Primary Contact:** Lynda Lambert Phone: 302-421-3903 Fax: 302-429-6268 Email: llambert@rumsey.com **Secondary Contact:** Jeff Moore Phone: 302-651-9076 Fax:302-651-0155 Email: jmoore@rumsey.com Website: www.rumsey.com	**GSS17491-ELECTRICALV04** **WESCO Distribution, Inc.** 5 Germay Drive Wilmington, DE 19804 FSF:0000019581 **Primary Contact:** John Fregapane Phone: 302-655-9611 Fax: 302-655-9635 Email: jfregapane@wesco.com **Secondary Contact:** M. Joswick Phone: 302-655-9611 Fax: 302-655-9635 Email: mjoswick@wesco.com Website: www.wesco.com

4. SHIPPING TERMS

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

Ordering Agencies will incur freight charges from United Electric for:
1) Emergency air shipments of items not originating from a United Electric facility
2) Special factory order items

5. DELIVERY AND PICKUP

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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

6. PRICING

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Prices will remain firm for the term of the contract.

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. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **GSS17491-ELECTRICAL** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

13. 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.

14. 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.

15. 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.

16. 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.