

## Term Contract No. 285B

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>285B</b>	<b>Ballasts – Electronic, Magnetic, HID, Plastic Sign</b>
<b>Effective Dates</b>	September 1, 2009 through August 31, 2012 ( <b>Non-Renewable</b> )	
<b>Bid Number</b>	200900512	
<b>Administrator</b>	Bahaa Jizi, CPPB	
<b>Phone</b>	(919) 807-4520	
<b>Fax</b>	(919) 807-4510	
<b>E-Mail</b>	<a href="mailto:Bahaa.jizi@doa.nc.gov">Bahaa.jizi@doa.nc.gov</a>	
<b>Last Updated</b>	September 10, 2009	

### 1. General Information

This contract is mandatory for all state agencies, departments, institutions, universities, community colleges and public school units unless exempted by statute.

Further, it shall be a Convenience Contract, accessible, but not mandatory, for the use of non-State Agencies. Such entities include: nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof. Any non-state agencies that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

### 2. Scope of Contract

The scope of this contract is limited to ballasts (electronic, magnetic, high intensity discharge and plastic sign). Any attempt by the contractor to represent any material and/or service not specifically awarded as being under contract with the State of North Carolina is a violation of the contract. Such action is subject to legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment.

This contract does not include lamps. Lamps are covered by Term Contract 285A.

### 3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

### 4. Abnormal Quantities

Any agency requirement that exceeds \$10,000 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one or more of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor
3. A separate Invitation for Bids may be issued for the requirement

**5. Minimum Orders**

There is no minimum order amount. All orders are shipped FOB-Destination.

**6. Placement of Orders**

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to Shepherd Electric Supply Co. Inc. Durham, NC. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator. If the contractor is accepting orders and/or delivering through other parties then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

Federal ID #	Company Name/Address	Contact Name/E-Mail	Telephone/Fax	HUB Status
N/A	Shepherd Electric Supply Co. Inc. 1111 Person Street Durham, NC 27703	Joey Powell <a href="mailto:Joey.Powell@stateelectric.com">Joey.Powell@stateelectric.com</a>	800-280-0253 919-596-1396 919-697-0203 (C) 919-596-5520 Fax	N/A

**7. Delivery**

The contractor will complete delivery within fourteen (14) consecutive calendar days after receipt of purchase order. In stock items 2-3 days average delivery. In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles from other sources and hold the contractor responsible for excess cost occasioned thereby.

**8. Transportation Charges**

All goods shall be delivered **FOB DESTINATION**. However, orders less than \$50 will have transportation charges added to the invoice.

**Note:** All shipments should be inspected for damage immediately upon receipt.

**9. Item Pricing Information**

<http://contracts.ncgov.com/Buyer/Main/aw?awh=r>

**When you click onto the above link, it will take you to “EXPLORE CATALOG”. Go to “Contract ID” and type the Contract Number 285B. Then click “Search”, you will see all the 221 line items listed under the contract.**

The **top sixty ballasts** have been loaded into **E-Procurement**. Users should **follow** the E-Procurement **non-catalog term contract procedure for Advance ballasts not in the E-Procurement System**. (All Advance ballasts from Shepherd Electric Supply Co. Inc. are covered by this contract). See the section titled E-Procurement for tips on searching.

**% Discount for ballasts not designated as the most purchased:**

**Magnetic Ballasts:** \_\_\_\_\_ 65% discount

**Electronic Ballasts:** \_\_\_\_\_ 80% discount

**Magnetic High Intensity Discharge Ballasts:** \_\_\_\_\_ 65% discount

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**Electronic High Intensity Discharge Ballasts:** \_\_\_\_\_ 65% discount

**Plastic Sign Ballasts:** \_\_\_\_\_ 65% discount

**10. Energy Efficient Ballasts**

The State encourages the use of energy efficient ballasts that meet or exceed the following [Federal Energy Management Program](#) (FEMP) recommendations.

	Lamp Type			FEMP Recommended Ballast Efficacy Factor (BEF)	BEF of Advance Product	Part # Description
Four-Foot	T8	32 watt	1 lamp	2.54 or higher	2.88	#08482 REL1P32SC
	T8	32 watt	2 lamps	1.44 or higher	1.50	#08483 REL2P32SC
	T8	32 watt	3 lamps	0.93 or higher	1.04	#10174 REL3P32SC
	T8	32 watt	4 lamps	0.73 or higher	0.79	#10178 REL4P32SC
	T12	34 watt	1 lamp	2.64 or higher	2.84	#11113 REL1S40SC
	T12	34 watt	2 lamps	1.41 or higher	1.42	#11115 REL2S40SC
	T12	34 watt	3 lamps	0.93 or higher	0.96	#04898 REL3S40RHTP
Eight-Foot	T8	59 watt	2 lamps	0.80 or higher	0.80	#07226 RCN2P59
	T12	60 watt	2 lamps	0.80 or higher	0.80	#07266 REL2P60S
U-Tube	T8	32 watt	1 lamp	2.54 or higher	2.88	#08482 REL1P32SC
	T8	32 watt	2 lamps	1.44 or higher	1.50	#08483 REL2P32SC
	T8	32 watt	3 lamps	0.93 or higher	1.04	#10174 REL3P32SC
	T8	32 watt	4 lamps	0.73 or higher	0.79	#10178 REL4P32SC
	T12	34 watt	1 lamp	2.64 or higher	2.84	#11113 REL1S40SC

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T12	34 watt	2 lamps	1.41 or higher	1.42	#11115 REL2S40SC
T12	34 watt	3 lamps	0.93 or higher	0.96	#04898 REL3S40RHTP

**11. Price Lists and Catalogs**

Contractor must furnish descriptive literature and price lists to any agency, free of charge, within fourteen (14) business days after request. Failure to comply with this requirement may subject the contractor to removal from the contract.

**12. Contractors**

Listed below is the Contract Holder. In the event problems arise the ordering agency should contact the contract holder listed below for resolution. If a satisfactory resolution cannot be reached the agency should complete a Vendor Compliant Form and forward it to the Division of Purchase and Contract.

Federal ID #	Company Name/Address	Contact Name/E-Mail
N/A	Shepherd Electric Supply Co. Inc. 1111 Person Street Durham, NC 27703	Rob Uppena, Manager <a href="mailto:Rob.uppena@stateelectric.com">Rob.uppena@stateelectric.com</a>

**Questions regarding product information and pricing shall be addressed directly to:**

**Rob Uppena, Manager @ 919-596-1396**

**13. Warranty**

The contractor guarantees ballasts offered to be free from any and all defects in material, packaging, and workmanship and agrees to replace and/or repair defective items promptly at no charge to the State, for the period specified below from date of installation. This statement is not intended to limit any additional coverage, which may normally be associated with the product. Such replacement/repair shall include parts, freight, labor and round-trip travel to the user's site (if necessary) at the expense of the contractor.

Electronic	5 Years
Magnetic	3 Years
Magnetic HID	2 Years
Electronic HID	5 Years
Sign Ballasts	2 Years

**14. Substitutions**

Substitutions are not permitted without prior approval of the Contract Administrator at the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal from the contract.

### 14.E-Procurement Search Tips

The top 60 ballasts have been loaded into the E-Procurement System in the following format. Users should follow the E-Procurement non-catalog term contract procedure for Advance ballasts not listed in the E-Procurement System. (All Advance ballasts from GE Supply Raleigh are covered by this contract). Consult your agency E-Procurement manual for the 'non-catalog term contract procedure.'

	Attribute Name	Example
Primary Descriptor	Product	Ballast
Attribute 1	Product Type	Electronic, Magnetic, HID, Plastic Sign
Attribute 2	Manufacturer Name	GE
Attribute 3	Product #	#49772
Attribute 4	Product Description	GE-232-MAX-N/ULTRA
	Lamp Starting Method	IS = Instant Start PRS = Programmed Rapid Start RS = Rapid Start PAR-IS = Parallel Instant Start PAR-PRS = Parallel Programmed Rapid Start PAR-RS = Parallel Rapid Start PH = Pre-Heat PS = Programmed Start SER-RS = Series Rapid Start
	Line Volts	120V, 277V
	Line Current (Amps)	.47-0.21 amps
	Input Power (watts)	54-53W
	Power Factor (PF)	.99-.96PF
	Ballast Factor (BF)	.87 BF
	Ballast Efficacy Factor (BEF)	1.61-1.64 BEF
	Total Harmonic Distortion (THD)	<20% THD
	Additional Information	xxx
Attribute 5	Package Quantity	Each, 40/case, etc.

Example:

Ballast, Electronic, GE, #49772, GE-232-MAX-N/ULTRA, 277V, .21 amps, 54W, .99 PF, .87 BF, 1.61 BEF, <20% THD, each

**The easiest way to locate an item in the E-Procurement System:**

- go to the Search field
- enter the Contract ID # (for this contract it is 285B)
- enter the part number if you know it (do not use hyphens, dashes or spaces in the part number)
- if you do not know the part number, enter the product and as many attributes to limit the search (i.e. Ballast, Electronic, etc.)

NIGP Code: 285-06 Ballasts, All Kinds

**15. Disposal**

Ballasts contain no PCB's, accordingly they may be discarded in the trash. Consult with your facility manager and/or the North Carolina Department of Environment and Natural Resources; Division of Waste Management, <http://wastenot.enr.state.nc.us/> if you have disposal concerns.

**16. Sites of Interest**

NC State Energy Office – <http://www.energync.net/>

U.S. Environmental Protection Agency – [http://www.epa.gov/rtp/new\\_bldg/environmental/environmental.htm](http://www.epa.gov/rtp/new_bldg/environmental/environmental.htm)

Federal Energy Management Program – <http://www.eren.doe.gov/femp/>

**17. Contract Addenda**

September 10, 2009	Item Pricing Information, Section 9 has been modified.