



May 28, 2009

## Addendum #1

Electrical Equipment, Supplies, and Service RFP # 683075  
Closing Date: June 16, 2009 4:00 PM

### Part 5 Special Conditions currently reads as follows:

#### **5.29 Warranty and Product Condition of Sale**

At a minimum, there shall be a FIVE YEAR (5) year warranty to include parts for all electrical equipment, compressors, and large capital equipment. For small equipment and supplies the warranty shall be two years or more. For 3<sup>rd</sup> party providers, the manufacturer's standard warranty shall apply. Length and coverage of warranty will be an evaluation factor. The Respondent may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the member.

Respondent certifies and warrants that all products sold to members shall be:

- New and genuine, (unless otherwise specifically requested in the RFP and quoted, such as remanufactured, rebuilt).
- Free from defects in content and materials.
- Provided as per manufacturer's requirements.
- Sold or manufactured via legal and reputable channels.
- Not misbranded.

### Please make the following changes, additions and/ or deletions

#### **5.29 Warranty and Product Condition of Sale**

Warranties are important to our members and are considered with any major equipment purchase. Preferred warranty for compressors is a FIVE YEAR (5) year warranty to include parts. Respondent shall provide length and coverage terms and conditions of warranty for large capital equipment or system installations. Respondent shall provide length and coverage terms and conditions of warranty for small equipment and supplies. For 3<sup>rd</sup> party providers, the manufacturer's standard warranty shall apply. Length and coverage of warranty will be an evaluation factor. The respondent may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the members.

Respondent certifies and warrants that all products sold to members shall be:

- New and genuine, (unless otherwise specifically requested in the RFP and quoted, such as remanufactured, rebuilt).
- Free from defects in content and materials.
- Provided as per manufacturer's requirements.
- Sold or manufactured via legal and reputable channels.
- Not misbranded.

**Addition to Section 6.2.12:**

It was requested during the Pre-Proposal Meeting that we provide a manufacturer listing for the different categories. The following manufacturers are being listed as examples. This listing is not meant to be restrictive and other manufacturers may be offered by the respondents. Quality of brands will be considered and the respondents may indicate within the manufacturers if they consider this to be within their “premium, standard, value lines, etc. Respondents may offer multiple manufacturers that they represent and/or distribute.

Product and Service categories are listed on the price sheets on Attachment F and respondents are to provide the manufacturers/distributors/brands being proposed for consideration.

**Products:**

- 1. Wire and Cable: The Metalics Group, Thomas and Betts, Aetna Wire, Belden, American Insulated Wire, Berk-Tek, Encore Wire**
- 2. Wiring Devices: FCI Burndy, Cooper Wiring Devices, Leviton**
- 3. Surge and Power Protection: Eaton, Cooper Wiring Devices**
- 4. Conduit and Raceways : Carlon, Thomas and Betts, Allied Tube and Conduit, Electri-Flex Company, Kraloy**
- 5. Fasteners: Thomas and Betts, Erico/Caddy Fasteners**
- 6. Transformers, Capacitors, Fuses: Cutler-Hammer , Eaton, Advance Transformer, Leviton, Square D, Bussman**
- 7. Boxes and Enclosures: Thomas and Betts**
- 8. Fittings: Thomas and Betts, Carlon , Bridgeport**
- 9. Circuit Breakers: Eaton, Square D**
- 10. Termination, Tape, Splicing, Grounding and Marking: Thomas and Betts, FCI Burndy, The Metalics Group**
- 11. Controls and Motors : Eaton**
- 12. Relays and Timers: Eaton**
- 13. Metering Products, Load Centers, Safety Switches :Thomas and Betts, Berk-Tek**
- 14. Testing Instruments: Thomas and Betts, Fluke**
- 15. Heaters, Fans, Ventilation Equipment: TPI Industrial, Hunter**
- 16. Tools : Energizer, Lenox, Thomas and Betts, DeWalt, Klein, Milwaukee**
- 17. Lamps, Lighting, and Ballasts: GE, Philips, Sylvania, Hubbell Lighting, Thomas and Betts, Advance, American Electric Lighting, Dazor Lighting, Halo Lighting**
- 18. Chemicals and Adhesives: 3M, DAP**
- 19. Data Communications Cable, Copper and Fiber: Eaton, Cooper Wiring Devices, Cutler-Hammer, Tyco Electronics**
- 20. Cabling Solutions and Pathways: Eaton, Cooper Wiring Devices**
- 21. Fiber Optics Connectivity:**
- 22. Cabinets and Racks: Eaton**
- 23. Safety and Security/Notification Systems: Federal Signal, Cooper Bussman, D Link, First Alert**
- 24. Automation Controls: ABB**
- 25. Other**

## Services

1. Design Assistance
2. Project Management
3. On-Site Materials Management Services
4. Recycling Solutions
5. Integrated Supply Services
6. Energy Assessments and Solutions
7. Sustainability and Green Solutions
8. Other

### **Add the following as section 6.2.13**

#### **3<sup>rd</sup> Party Products**

Respondent shall offer 3<sup>rd</sup> Party Vendors and Products that are in addition to their catalog offering. These Vendors/products would not be listed as a part of the Respondent's catalog. A listing of the 3<sup>rd</sup> Party Vendor shall be included, as well as information concerning their product lines and the discounts from list price.

### **Add the following as section 6.2.14**

#### **Core Item Inventory List**

Most institutions have a core list of items that are heavily consumed and ordered on a frequent basis. Respondent shall respond to how they will work with each member to establish the core list of items either by institution and/or by department/sub-departments within the institution. The core list of items should contain up to 300 items and will be identified by the institution at the start of the Agreement and their intent to utilize the Agreement. The core list of items can be changed during the course of the Agreement to meet the needs of the institution at least every twelve months upon member request. The core list pricing shall be reflected with the additional discounts being shown as core item discounting for audit purposes.

### **Add the following as section 6.2.15**

#### **Member Rebates (added value)**

Respondents are encouraged to propose member rebates in addition to the CAF. In the current environment some institutions are tasked with generating revenue and increasing operating funds. To assist these institutions in meeting their need for generation of revenue and to encourage use of the Agreement, Respondents may propose member rebates. Any and all rebates shall have no effect on the reporting and payment of the Contract Administrative and Marketing Fee (CAF).

### **Part 7 Pricing, item 7.1 currently reads as follows:**

Pricing is to be based on a percentage discount from Respondent's lowest price column of the manufacturer's/catalog price list and increases are limited to once every 12 months. The discount shall remain firm for the life of the Agreement unless improved to the benefit of E&I and the E&I membership. Prices for any items ordered are to be based on the lowest price column of the manufacturers/catalog price list in effect at the time of order placement. E&I must be notified in writing of any "proposed" changes a minimum of ninety (90) days prior to the planned implementation.

E&I recognizes the current unprecedented economic conditions and the possible rapid changes in cost. We will consider special considerations offered to address these market forces that would benefit our members.

**Please make the following changes, additions and/ or deletions**

Pricing should be based on a percentage discount from Respondent's lowest price column of the manufacturer's/catalog price list and increases are limited to once every 12 months. If a discount from list is proposed then the discount shall remain firm for the life of the Agreement unless improved to the benefit of E&I and the E&I membership. Prices for any items ordered are to be based on the lowest price column of the manufacturers/catalog price list in effect at the time of order placement. E&I must be notified in writing of any "proposed" changes a minimum of ninety (90) days prior to the planned implementation. Alternate pricing method may be offered for consideration.

E&I recognizes the current unprecedented economic conditions and the possible rapid changes in cost. We will consider special considerations offered to address these market forces that would benefit our members.

**Written RFP Questions submitted by May 26, 2009 are as follows with responses from E&I:**

Q1. Attachment-A#10 can we change to add limits to this section?

A1. Under Attachment A General Terms and Conditions, any changes, additions, or deletions would be considered an exception. Please list as an exception and indicate the change, addition or deletion that you are offering for consideration.

Q2. Part 5.29 Can we submit a rewrite of this section?

A2. Under Part 5 Special Conditions, Warranty and Product Condition of Sale. This section has been rewritten and changed, see above. If after reading the section, you would like to make a change, addition, or deletion this would be considered an exception. Please list as an exception and indicate the change, addition or deletion that you are offering for consideration.

Q3. Does the pricing have to be discount from list?

A3. Under Part 7: Financial Offer Summary, 7.1 Pricing

This section has been rewritten and changed, see above.

Respondents are asked to respond with a discount from list (current and identifiable) in which pricing is then calculated. We do realize that pricing will fluctuate during the five year period of this contract. The second paragraph under 7.1 gives respondents opportunity to offer special considerations/ pricing structure to address market forces that would benefit our members.

These changes constitute an addendum to the above referenced Request for Proposal and are made a part thereof.

Please sign below and return the addendum with your response to acknowledge receipt of the addendum. Should you have any questions or concerns, please do not hesitate to contact me Mary Sue Goldwater at mgoldwater@eandi.org. Thank you.

Sincerely,



Mary Sue Goldwater  
Director of Contracts, Central Region

cc: Bob Solak

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Supplier Name

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Authorized Signature

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Printed Name

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Title

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Date