

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA  
and LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

**Light Bulbs and Ballasts  
State of Nebraska Contract Number 13270 OC**

**Contractor:  
Voss Electric Company dba Voss Lighting  
5200 S 16<sup>th</sup> Street  
PO Box 22159  
Lincoln, NE 68542**

CITY OF LINCOLN, LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION,  
AND LANCASTER COUNTY, NEBRASKA,  
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into by and between Voss Electric Company dba Voss Lighting, 5200 S 16<sup>th</sup> Street, PO Box 22159, Lincoln, NE 68542 hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, the County of Lancaster, Nebraska, a political subdivision, and the Lincoln/Lancaster County Public Building Commission, hereinafter called the Owners.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030( c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the State of Nebraska and Voss Electric Company dba Voss Lighting, Contract Number 13270 OC, dated April 26, 2012, which was prepared in accordance with the State's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to provide Light Bulbs and Ballasts for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the State of Nebraska Contract Number 13270 OC, dated April 26, 2012; and

WHEREAS, the Contractor, in response to the Owners' request to participate in said agreement, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the State of Nebraska Contract Number 13270 OC, dated April 26, 2012 State of Nebraska for Light Bulbs and Ballasts, with only those exceptions stated herein; and

WHEREAS, the State of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the State of Nebraska, Contract 13270 OC, dated April 26, 2012, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide flats mail preparation for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The term of this contract is for a period beginning May 1, 2012 through April 30, 2015.
  - 2.1 Upon conclusion of the initial term, the contract may be renewed for two (2) additional one (1) year periods with mutual written agreement by both parties not to exceed the term of the current State of Nebraska contract.

- 2.2 If renewal of the contract for the additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than thirty (30) days prior to the expiration of the initial agreement period.
- 2.3 Any renewal of the contract will be under the same terms and conditions as the original agreement.
3. Pricing. Pricing of items will be pursuant to State of Nebraska Contract Number 13270 OC, dated April 26, 2012.
- 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owners Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the State of Nebraska shall be made available to the Owners.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln, Lincoln/Lancaster County Public Building Commission, and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, the Lincoln/Lancaster County Public Building Commission, and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or

"the Lincoln/Lancaster County Public Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, and the County of Lancaster, Nebraska, and the Lincoln/Lancaster County Public Building Commission.

8. Termination. This Contract may be terminated by the following:
  - 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
  - 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
    - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver flats mail preparation.
    - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the State of Nebraska and Voss Electric Company dba Voss Lighting, Contract Number 13270 OC, dated April 26, 2012.
10. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the "Insurance Clause for All City Contracts" attached hereto and incorporated by this reference. The City of Lincoln, the Lincoln/Lancaster County Public Building Commission and Lancaster County, Nebraska shall be named as additional insured with regard to the performance of the contract services.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. State of Nebraska, Contract Number 13270, dated April 26, 2012
3. The Insurance Certificate

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier, Deputy  
City Clerk



Steve [Signature]  
Finance Director

Approved by Directorial Order No. 07581

dated June 6, 2012

EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:

[Signature]  
Deputy County Attorney  
Lancaster County Attorney

The Board of County Commissioners of  
Lancaster County, Nebraska

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
Dated: 6/20/12

EXECUTION BY PUBLIC BUILDING  
COMMISSION

[Signature]  
Lincoln/Lancaster County PBC Attorney

[Signature]  
Lincoln/Lancaster County Public Building  
Commission

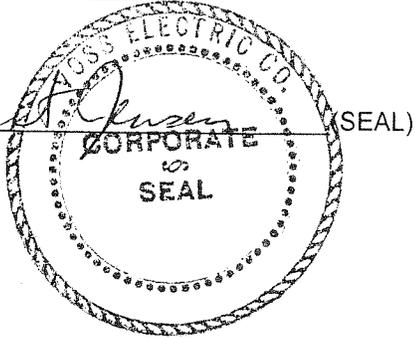
Dated: June 19, 2012

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Secretary



Voss Electric Company dba Voss Lighting  
Name of Corporation

5200 S 16<sup>th</sup> St. Lincoln, NE  
(Address)

By: Steve Anderson  
Duly Authorized Official

Vice-President  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
301 Centennial Mall South, 1st Floor  
Lincoln, Nebraska 68508

OR

P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-2401  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**13270 OC**

PAGE 1 of 4	ORDER DATE 04/26/12
BUSINESS UNIT 9000	BUYER MARY LANNING (AS)
VENDOR NUMBER: 500136	
VENDOR ADDRESS:  VOSS ELECTRIC COMPANY DBA VOSS LIGHTING 5200 S 16TH STREET PO BOX 22159 LINCOLN NEBRASKA 68542-2159	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

**MAY 01, 2012 THROUGH APRIL 30, 2015**

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3937 OF

Contract to supply and deliver Light Bulbs and Ballasts as per the attached specifications, terms and conditions for a period of three (3) year beginning May 1, 2012 through April 30, 2015. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

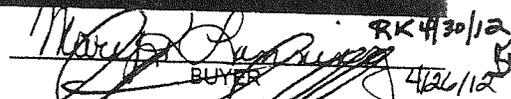
Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the

  
BUYER  
MATERIEL ADMINISTRATOR  
RK 4/30/12  
4/26/12

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
 301 Centennial Mall South, 1st Floor  
 Lincoln, Nebraska 68508  
 OR  
 P.O. Box 94847  
 Lincoln, Nebraska 68509-4847  
 Telephone: (402) 471-2401  
 Fax: (402) 471-2089

PAGE 2 of 4	ORDER DATE 04/26/12
BUSINESS UNIT 9000	BUYER MARY LANNING (AS)
VENDOR NUMBER: 500136	

**CONTRACT NUMBER**  
**13270 OC**

US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

1. The signed Invitation to Bid Contract document;
2. The original ITB document;
3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

Vendor Contact: John Widhalm  
 Phone: 402-416-4051  
 Fax: 402-328-2284  
 E-Mail: john.widhalm@vossilighting.com

(04/26/12 djg)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	GROUP 1: LAMPS	1.0000	EA	1.0000

Lamps, electric: incandescent and fluorescent; in standard packages, all sizes and types of the standard line, general lighting service, decorative lighting, tubular, lumiline, reflector, florescent, street lighting, germicidal and floor lighting types.

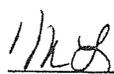
Brand and Manufacturer: Philips

Price List No.: PS100U/PS100U EXCL Dated: 11/15/2011

Column Title: User Price

Discount from Manufacturer Catalog Price: PS100U 86.5%; PS100U EXCL 71%

Indicate item(s) bid are environmental preference product(s): Yes

  
 BUYER INITIALS 4/26/12

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
 301 Centennial Mall South, 1st Floor  
 Lincoln, Nebraska 68508  
 OR  
 P.O. Box 94847  
 Lincoln, Nebraska 68509-4847  
 Telephone: (402) 471-2401  
 Fax: (402) 471-2089

PAGE 3 of 4	ORDER DATE 04/26/12
BUSINESS UNIT 9000	BUYER MARY LANNING (AS)
VENDOR NUMBER: 500136	

**CONTRACT NUMBER**  
**13270 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Other: Alto Products			
2	GROUP 2: BALLASTS  Electronic Ballasts, for above listed lamps  Brand and Manufacturer: Advance  Price List No.: 164CC Dated: 05/16/2011  Column Title: STD CTN  Discount from Manufacturer Catalog Price: FLB 78%; HID 78%; ELB 83%; ASB 68%, EHID 19%  Indicate items(s) bid are environmental preference product(s): No	1.0000	EA	1.0000
3	GROUP 3: LAMPS, SPECIAL  Lamps, Special, Photo and Projection  Brand and Manufacturer: EIKO  Price List No.: ELP 2011 Dated: 11/01/2011  Column Title: Retail  Discount from Manufacturer Catalog Price: 65%  Indicate items(s) bid are environmental preference product(s): No	1.0000	EA	1.0000
4	GROUP 4: LAMPS, MINIATURE  Lamps, automotive and miscellaneous, various voltages, sealed beam and miniature (NET PRICE LIST MAY BE SUBMITTED IN LIUE OF DISCOUNT)  Brand and Manufacturer: EIKO  Price List No.: ELP 2005-R_ Dated: 05/01/2005  Column Title: Retail  Discount from Manufacturer Catalog Price: 55%  Indicate items(s) bid are environmental preference product(s): No	1.0000	EA	1.0000

*MJ*  
 BUYER INITIALS 4/26/12  
 R43500/NISCR101 100423

## STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

**SCOPE-** These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

**PRICES-** Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

**EXECUTION-** Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

**FACSIMILE DOCUMENTS-** The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

**VALID BID TIME-** Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

**DISCOUNTS-** Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**PAYMENT-** Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

**COLLUSIVE BIDDING-** The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

**LUMP SUM OR ALL OR NONE BIDS-** The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

**SPECIFICATIONS-** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**ALTERNATE/EQUIVALENT BIDS-** Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

**SAMPLES-** When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

**RECYCLING-** Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

**LATE BIDS-** All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

**BID OPENING-** Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

**NO BID-** If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

**AWARD-** All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

**BID TABULATIONS-** Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

**PERFORMANCE AND DEFAULT-** The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**IN-STATE PREFERENCE-** A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

**NONDISCRIMINATION-** The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

**TAXES-** Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

**DRUG POLICY -** Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**GRIEVANCE AND PROTEST-** Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

**NE ACCESS TECHNOLOGY STANDARDS-** Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility/>

## TERMS AND CONDITIONS Light Bulbs and Ballasts

### SCOPE

The State of Nebraska is seeking a contract, in accordance with the attached specifications and contract conditions, to supply and deliver Light Bulbs and Ballasts.

The contractor must agree to provide not less than the full line of lamps listed in the complete schedules of General Electric Lighting, Phillips Lighting Company, Sylvania or Westinghouse Electric Companies, for (1) Large Lamps, (2) Ballasts, (3) Projection and Photo Lamps, and (4) Sealed Beam and Miniature Lamps, including supplements to those publications, for each line item on which they offer bids. The State reserves the right to amend the contract to include items not previously bid.

### GENERAL

This Invitation to Bid is to establish a contract with renewal options to supply and deliver **Lamps, Fluorescent & Incandescent and associated items, including Ballasts** for State Agencies located throughout Nebraska.

The contract will be effective for a three (3) year period from contract award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreed.

Prices quoted shall be net, including transportation, and delivery charges fully prepaid by the contractor, FOB destination with no additional charges for packing or handling.

Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the State of Nebraska be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

### NON-COMPLIANCE STATEMENT

Read this specification carefully. Any and all exceptions to this specification must be written on or attached to the Invitation to Bid. Non-compliance can void your quotation.

It is the responsibility of bidder to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any bidder.

The State of Nebraska reserves the right to reject any and all bids, wholly, or in part, to waive any technicalities, informalities, or irregularities in any bid, and award in a manner deemed in the best interest of the State, unless otherwise specified by the bidder on the bid.

***No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any request for bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov) by the last day to submit written questions that is specified in the "Schedule of Events" with this Invitation to Bid. (Inquiries received after the last day to submit written questions per the "Schedule of Events" may not be addressed).***

### PRICING

Prices are to remain firm for 180 days from date of an award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. destination as specified on each Purchase Order or under separate cover with each order. No additional charges will be allowed for packing, handling, or partial delivery costs. Any request for increase must be submitted in writing to the State Purchasing Bureau a minimum of thirty (30) days prior to proposed effective date of increase and be accompanied by any/all supporting documentation such as a notification letter from the manufacturer indicating the percentage of increase. The supporting information must clearly establish the increase is for all customers, not to the State of Nebraska alone. Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation

may be grounds to cancel the contract. No price increases are to be billed to any State Agencies without *prior* written approval by the State Purchasing Bureau. The discount for the items shall remain firm for the duration of the contract period.

The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined in the best interest of the State.

It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given full benefit of such decline in price immediately, including any promotional allowances offered to the balance of the trade during the contract period.

#### **AMENDMENT**

This contract may be amended at any time in writing upon the agreement of both parties.

#### **BREACH OF CONTRACT**

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

#### **FORCE MAJEURE**

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

#### **TERMINATION**

This contract may be terminated by either party within thirty (30) days written notice.

#### **BIDDERS**

Bidders must be an authorized factory dealer for the items they bid. The attached manufacturing certificate must be returned with your bid response in order to be considered valid.

#### **MANUFACTURER WARRANTY**

The contractor must warrant the average life expectancy of the lamps furnished hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all lamps failing to meet this requirement, except where the reduced life of the lamp is due to conditions beyond the control of the contractor. Defective lamps or those damaged in shipment must be replaced by the contractor at no charge.

#### **EXCEPTIONS**

The State Reserves the right to buy outside the contract those quantities and various types of lamps which may be used for testing of new developments in the lighting field, fluorescent and incandescent lamps which are part of new fixtures and to meet emergency requirements

#### **LIGHTING**

All lighting must be UL certified.

**SPECIAL LAMPS**

The bidder agrees to furnish under Item 1 any special or large filament lamps not listed in the bidder's regular price list and supplements at the discount offered in the bid, unless otherwise stated; the bidder must state the brand name and manufacturer of the lamps he proposes to provide if other than his own manufacture.

**BALLAST SPECIFICATIONS**

Ballasts shall operate as a parallel circuit allowing remaining lamps to maintain light output if one or more lights fail. All T8 and T5 ballasts shall meet ANSI C82.111993 (High Frequency Fluorescent Lamp Ballasts) and UL 935 standards and bear the appropriate UL label. The following additional requirements must also be met:

- Ballast shall be UL Listed as Class P, and for use indoors or Type 1 outdoor applications.
- Ballasts shall be either CSA Certified or CBM Certified where applicable.
- Total Harmonic distortion (THD) shall be less than or equal to 20%
- Ballasts shall be electronic
- Ballasts shall not contain PCBs

**The Vendor Should:**

Provide compact fluorescent bulbs (CFLs) and lamp systems that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency as outlined below. The vendor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and an updated list of qualifying products.

Performance Characteristics		Lamp Criteria	
<b>Lamp Efficacy Criteria</b>			
Lamp Efficacy (the lesser of the LPW measured in the base up and base down positions)		Current Criteria (LPW = lumens per watt (based upon initial lumen data))	
Scope (a) (b) bare lamps:			
< 15 watts		45 LPW	
≥ 15 watts		60 LPW	
Scope (c) covered lamps (except for reflector type):			
< 15 watts		40 LPW	
≥15, <19 watts		48 LPW	
≥19, <25 watts		50 LPW	
≥ 25 watts		55 LPW	
Scope (d) reflector type:			
		For multi-level or dimmable systems, measurement shall be at the highest setting	
< 20 watts		33 LPW	
≥ 20 watts		40 LPW	
Lumen Depreciation (at 40% of rated life)		≥ 80% (per ANSI C78.5, Clause 4.10)	
<b>Coloring, Temperature, and Time Criteria</b>			
Color Quality (Color Rendering Index or CRI)		CRI > 80	
Correlated Color Temperature		2700K-3000K. If a product's color temperature does not fall in this range, the packaging should clearly describe the color of the product (cool or warm) and state the intended use for the product.	
Starting Temperature		Lamp package must declare the minimum starting temperatures or geographical zone of use and any other conditions (e.g. use in enclosed luminaire) for reliable starting to meet the starting time	

	requirements of ANSI C78.5, Clause 4.7
Starting Time (the time needed after switching on for the lamp to start fully and remain lighted)	An average of 1 second.
Run-up Time	< 3 minutes (per ANSI C78.5, clause 3.11 and 4.8)
<b>Electrical Requirements:</b>	
Input voltage and frequency	120 volts, 60 Hz
Power Factor	> 0.5
Electromagnetic Interference	Compliance with FCC 47 CFR, including Part 2 and Part 18 requirements for consumer limits
Operating Frequency	≥ 40 kHz
Transient Protection	Per ANSI/IEEE C62.41, Category A, 7 strikes
Base	Medium screw E26/24
Compatibility with Controls	Lamp package shall clearly state any known incompatibility with photo controls, dimmers, or timing devices.
<b>Durability:</b>	
Average Rated Lamp Life	6,000 hours, or greater, as declared by the manufacturer
Warranty (applicable to normal residential use)	24 months, or 2 years, from date of purchase. Product packaging must state "Warranty" or "Limited Warranty" and have an "800" number, or mailing address, or Web site address for consumer complaint resolution.
Labeling	In English or English with additional languages; must comply with the labeling requirements of the U.S. Federal Trade Commission Packaging Laws.

**ENGINEERING SERVICE**

The contractor shall agree to furnish, without cost, such trained engineering assistance as is appropriate to the proper use of electrical lighting lamps and associated items supplied hereunder which would assist in obtaining maximum service from the manufacturer's products. This service will be furnished at any time upon request to any State of Nebraska agency being supplied with lamps under this contract. Manufacturer's or contractor's representatives performing this service must have a minimum of three years experience in lighting engineering.

**PRICE LISTS AND CATALOGS**

After award of the contract(s), the contractor(s) shall furnish the current catalog and price list used for this Invitation to Bid for distribution to any requesting agency at no charge, within ten (10) days of request. Additional catalogs and/or price lists may be required and shall be provided without charge. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request without charge.

**E-COMMERCE CAPABILITIES**

The bidder should provide an Internet address for access to a web-based catalog. The bidder should have a proven record of E-Commerce capabilities, the technology and support personnel to provide content deployment or punch out access to their online catalog.

List web site: www.vosslighting.com

This catalog web site should offer features including but not limited to the following:

- Multiple search options from narrow options to specific search criteria.
- Display contract pricing
- Order status and order tracking capabilities

- Order history.
- Online help to use site should be available.
- Web-based Catalog

### **REPORTS**

The contractor shall provide annual usage of this contract to the State Purchasing Bureau sixty (60) days prior to the end of the contract period or as requested by the State Purchasing Bureau. Information will include Item, Quantity, Agency Ordered, and a total accumulative quantity for each item.

### **ORDER**

Each lamp ordered must be identified by the proper abbreviated symbol as shown in the price schedule. The voltage desired must be shown for all incandescent lamps.

Agencies will submit their order directly to the contractor. Each order must refer to the State Contract Number. Orders will be placed by phone, fax, or Internet (if available). All orders must reference a purchase order number and the purchase order number must be referenced on the invoice. Bid prices shall apply to all orders regardless of size. No minimum size order.

### **DELIVERY**

The contractor will be required by the terms of the contract, to deliver stocked items within 3-5 working days and non stocked items within two (2) weeks after receipt of order. Failure to deliver within the time frame specified may result in \$50 per day penalty charge. This charge will be deducted from contractor's invoice. If delays in delivery are anticipated, the contractor shall notify the ordering agency of the expected delivery date.

The order may be cancelled if delivery time is unsatisfactory and the State may then procure from other sources and the contractor may be held responsible for any excess cost.

A one time approved substituted item does not automatically become identified as an acceptable substitution for future out of stock situations. Each time a substitute item needs to replace an out of stock item, the contractor's customer service representative will be required to get authorization from the ordering agency prior to making the substitution. Any substitution must be provided at or below contract price.

Delivery personnel will be required to deliver and off load all products to a specified area on the inside of the designated facility or dock. It will be the contractor's responsibility to provide any equipment needed to complete the delivery process. The contractor's delivery personnel must wait for the order to be received, invoice(s)/packing slip(s) verified and signed with discrepancies (shortages, longs, damage, etc) documented on the delivery invoice.

At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

### **PACKAGING AND SHIPMENT**

All items ordered shall be delivered in manufacturer containers, and must be properly labeled. All shipments will utilize the best commercial practice to insure safe arrival at the designated State of Nebraska facility.

### **RETURN OF ITEMS**

In the event regular warehouse stock items need to be returned to the contractor due to damage, mis-pick, ordering error, etc., a credit memo will be given to the State of Nebraska. The credit memo will be applied to the referenced original billing invoice stated on the credit memo. The State of Nebraska shall not be assessed restocking charges or any other form of return charges.

An itemized invoice including the ordering agency name, and individual, purchase order number, product description, unit cost, extension and total charges will accompany all orders. All substitutions shall be noted on the invoices.

### **RECYCLING**

Preference may be given to a vendor who provides an Environmental Management Plan. This may include:

- Reduced packaging

- Packaging that contains post consumer recycled content
- A take back program / recycling program provided by the vender for the commodities specified in this contract free of charge.

Attach any and all environmental sustainable practices your company practices.

### **BID RESPONSE**

Each bidder must submit the following information:

1. Name of Manufacturer and Brand name of lamps to be furnished under this Invitation to Bid, and a copy of each price list on which the bid is based.
2. A signed statement by the manufacturer of the lamps to be furnished, certifying that the bidder is a direct distributor of the manufacturer carrying a complete and adequate stock of lamps covered to meet the requirements of the State of Nebraska. Bids without the manufacturer's certificate will not be considered.
3. Provide three (3) references of governmental agencies or companies to whom they have provided these products and with whom they have had contracts or long-term business relationships. References may be used as an award factor. A negative reference may eliminate bidders from consideration for an award.
4. If at any time during the past 3 years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully on attached sheet of paper. If no such early termination has occurred, so declare.
5. Discount shall be bid from one column of the price list no matter what quantity is ordered. The bidder must indicate from which column prices are to be used in applying the discount to arrive at the net price. If a bidder fails to indicate which column is to be used, State Purchasing will use the prices in the column which provides the lowest prices to the State.
6. 1 copy of current catalog and price list for any items for this Invitation to Bid.

### **AWARDS**

Award will be made on the basis of the lowest net price, considering all discounts offered, for each group of items listed under an item number and offered by a responsible bidder meeting all requirements of the general and special contract conditions. Preference may be given to a low bidder who has an environmental management plan or can list environmentally preferable practices.

For evaluating the prices on awarding the contract, the following criteria will be used, in addition to the terms spelled out in the enclosed specifications, and each group will be awarded on an all or none bases.

GROUP 1, Lamps, Fluorescent, Incandescent: **15 pre-selected items.**

GROUP 2, Electronic Ballasts: **5 pre-selected items.**

GROUP 3, Lamps, Special, Photo and Projection: **3 pre-selected items.**

GROUP 4, Lamps, Automotive, Sealed Beam and Miniature: **5 pre-selected items**

A list of the pre-selected items, by group, will be available at the bid opening.

The following formula will be used:

**List Price from Price List minus (-) discount equals (=) Net Cost**

**REFERENCES**

The bidder shall list three (3) references of governmental agencies or companies to whom they have provided these products and with whom they have had contracts or long-term business relationships.

1. Name: UNIVERSITY OF NEBRASKA  
Address: 1701 Y  
City and State: Lincoln NE  
Contact Person and Phone Number: Jeffery Welch 402-472-5700
  
2. Name: LINCOLN PUBLIC SCHOOLS  
Address: 505 South  
City and State: Lincoln NE  
Contact Person and Phone Number: Aissa High 402-436-1755
  
3. Name: OSAWA PUBLIC SCHOOLS  
Address: 30th & Cuming  
City and State: Osawa NE  
Contact Person and Phone Number: JEFFERY CALHOUN 402-557-2748

BID FORM

1. Lamps, electric; incandescent and fluorescent; in standard packages, all sizes and types of the standard line, general lighting service, decorative lighting, tubular, lumiline, reflector, fluorescent, street lighting, germicidal and floor lighting types.

Brand and manufacturer: Philips

Price List No.: PS100U / PS100U EXCL Dated: 11/15/2011 Column Title: USER PRICE

Discount from Manufacturer Catalog Price: PS100U 86.5% ; PS100U EXCL 71%

Indicate item(s) bid are environmental preference product(s):  
 Yes  No  Other

Other: Auto Products

2. Electronic Ballasts, for above listed lamps.

Brand and manufacturer: ADVANCE

Price List No.: 164 CC Dated: 5/16/2011 Column Title: STD CTN

Discount from Manufacturer Catalog Price: ELB 78% ; R10 78% ; ELB 83% ; ASB 68% ;

Indicate item(s) bid are environmental preference product(s):  
 Yes  No  Other ER10 19%

Other: \_\_\_\_\_

3. Lamps, Special, Photo and Projection

Brand and manufacturer: See Next Page

Price List No.: \_\_\_\_\_ Dated: \_\_\_\_\_ Column Title: \_\_\_\_\_

Discount from Manufacturer Catalog Price: \_\_\_\_\_

Indicate item(s) bid are environmental preference product(s):  
 Yes  No  Other

Other: \_\_\_\_\_

4. Lamps, automotive and miscellaneous, various voltages, sealed beam and miniature (NET PRICE LIST MAY BE SUBMITTED IN LIEU OF DISCOUNT.)

Brand and manufacturer: See Next Page

Price List No.: \_\_\_\_\_ Dated: \_\_\_\_\_ Column Title: \_\_\_\_\_

Discount from Manufacturer Catalog Price: \_\_\_\_\_

Indicate item(s) bid are environmental preference product(s):  
 Yes  No  Other

Other: \_\_\_\_\_

## BID FORM

1. Lamps, electric; incandescent and fluorescent; in standard packages, all sizes and types of the standard line, general lighting service, decorative lighting, tubular, lumiline, reflector, fluorescent, street lighting, germicidal and floor lighting types.

Brand and manufacturer: \_\_\_\_\_

Price List No.: \_\_\_\_\_ Dated: \_\_\_\_\_ Column Title: \_\_\_\_\_

Discount from Manufacturer Catalog Price: \_\_\_\_\_

Indicate item(s) bid are environmental preference product(s):

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Other

Other: \_\_\_\_\_

2. Electronic Ballasts, for above listed lamps.

Brand and manufacturer: \_\_\_\_\_

Price List No.: \_\_\_\_\_ Dated: \_\_\_\_\_ Column Title: \_\_\_\_\_

Discount from Manufacturer Catalog Price: \_\_\_\_\_

Indicate item(s) bid are environmental preference product(s):

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Other

Other: \_\_\_\_\_

3. Lamps, Special, Photo and Projection

Brand and manufacturer: EIKO

Price List No.: ELP 2011 Dated: 11/1/2011 Column Title: Retail

Discount from Manufacturer Catalog Price: 65%

Indicate item(s) bid are environmental preference product(s):

\_\_\_\_\_ Yes X \_\_\_\_\_ No \_\_\_\_\_ Other

Other: \_\_\_\_\_

4. Lamps, automotive and miscellaneous, various voltages, sealed beam and miniature (NET PRICE LIST MAY BE SUBMITTED IN LIEU OF DISCOUNT.)

Brand and manufacturer: EIKO

Price List No.: ELP 2005-R Dated: 5/1/2005 Column Title: Retail

Discount from Manufacturer Catalog Price: 55%

Indicate item(s) bid are environmental preference product(s):

\_\_\_\_\_ Yes X \_\_\_\_\_ No \_\_\_\_\_ Other

Other: \_\_\_\_\_



**NOTE: If multiple brands are being bid, copy this sheet and fill out for each brand.**

404328 2284

MANUFACTURER'S CERTIFICATE  
for  
STATE OF NEBRASKA INVITATION TO BID  
for  
Lamps, Fluorescent & Incandescent and associated items, including Ballasts.

THIS IS TO CERTIFY THAT:

As the manufacturer of the Lamps/Ballasts offered under the above described INVITATION TO BID, the  
Voss Lighting, 5200 South 16th, Lincoln, NE, 68512  
(Name and address of the bidder)

is a direct distributor of this firm, carries a complete and adequate stock to supply the State of Nebraska within the time specified in the special conditions, is authorized to bid on the products manufactured by us as listed in the attached bid, and is in a position to comply with all the other qualifications and requirements of the specification for Item(s) No. 3+4

Further, in the event this dealer is awarded the contract, we will furnish to him the material listed in this bid and if our franchise with the dealer is cancelled, we will notify the State Purchasing Bureau to this effect and will assume direct responsibility for the fulfillment of the supply and services under the contract.

MANUFACTURER: EIKO Ltd  
ADDRESS: 23220 W. 84th St  
Shawnee, KS  
66227

SIGNATURE: [Signature] Regional Mngt.  
(Title)

DATE: 4/2/12

**MANUFACTURER'S CERTIFICATE**  
for  
**STATE OF NEBRASKA INVITATION TO BID**  
for  
Lamps, Fluorescent & Incandescent and associated items, including Ballasts.

**THIS IS TO CERTIFY THAT:**

As the manufacturer of the Lamps/Ballasts offered under the above described INVITATION TO BID, the  
Deer Lighting, 5200 South 16th, Lincoln, NE 68512  
(Name and address of the bidder)

is a direct distributor of this firm, carries a complete and adequate stock to supply the State of Nebraska within the time specified in the special conditions, is authorized to bid on the products manufactured by us as listed in the attached bid, and is in a position to comply with all the other qualifications and requirements of the specification for Item(s) No. 1+2

Further, in the event this dealer is awarded the contract, we will furnish to him the material listed in this bid and if our franchise with the dealer is cancelled, we will notify the State Purchasing Bureau to this effect and will assume direct responsibility for the fulfillment of the supply and services under the contract.

MANUFACTURER: Philips

ADDRESS: 20813 Plum St

Elkhorn NE 68022

SIGNATURE: Tim Patterson Account Mgr  
(Title)

DATE: 4/2/2012

**PHILIPS**

Tim Patterson

Account Manager, Nebraska  
Philips Lighting

Mob: 402-677-4521  
Fax: 732-652-4385

tim.patterson@philips.com

20813 Plum St  
Elkhorn, NE 68022

www.lighting.philips.com

APPENDAGE A  
 STATE OF NEBRASKA 3937 OF  
 DIFFERENT SECTIONS OF LAMPS WITH DIFFERENT DISCOUNTS  
 THAN STANDARD DISCOUNTS OFFERED ON PHILIPS LAMPS  
 DUE APRIL 3, 2012 2:00 PM  
 VOSS LIGHTING

SEQ#	SECTION DESCRIPTION	DISCOUNT
897000	PL-S (SHORT)	89.00%
1623000	CERAMALUX HIGH PRESSURE SODIUM LAMPS	87.96%
1886000	METAL HALIDE LAMPS	89.00%
2282000	MINI DECORATIVE TWISTER	94.00%
2312000	MINI DECORATIVE TWISTER - DIMMABLE	81.00%
2316000	TWISTER	91.00%
2325000	UNIVERSAL	85.00%
2329000	REFLECTOR FLOOD	90.00%
2342000	DIMMABLE REFLECTOR FLOOD	85.00%
2346000	SOFT WHITE LPUS	90.00%
2353000	CANDLE	90.00%
2358000	VANITY GLOBE	85.00%
2364000	OUTDOOR	85.00%
2418000	PL-L (LONG)	80.00%
2438000	PL-C (CLUSTER) Econ-o-watt	88.00%
2476000	PL-T (TRIPLE) ENERGY ADVANTAGE	87.00%
2492000	PL-T (TRIPLE)	85.00%
2696000	SILHOUETTE PROGRAMMED START	75.00%
2718000	SILHOUETTE PROGRAMMED START HIGH OUTPUT ENERGY ADVANTAGE 49W	75.00%
2723000	SILHOUETTE PROGRAMMED START HIGH OUTPUT	79.00%
2750000	SILHOUETTE PROGRAMMED START EXTREME TEMPERATURE HO EW	84.00%
2768000	TL 80 RAPID START LAMPS ENERGY ADVANTAGE 25W	91.00%
2771000	TL 80 RAPID START LAMPS LONG LIFE ENERGY ADVANTAGE 25W	82.00%
2776000	TL 80 RAPID START LAMPS ECON-O-WATT ADVANTAGE EXTRA LONG LIFE 28W	91.50%
2781000	TL 80 RAPID START LAMPS ECON-O-WATT ADVANTAGE LONG LIFE 28W	92.00%
2786000	TL 80 RAPID START LAMPS ADVANTAGE LONG LIFE	88.00%
2799000	TL 80 RAPID START LAMPS PLUS LONG LIFE	90.00%
2815000	TL 80 RAPID START LAMPS 32W EXTRA LONG LIFE	90.00%
2819000	TL80 RAPID START	87.00%
2836000	TL70 RAPID START PLUS LONG LIFE	89.50%
2841000	TL70 RAPID START	87.50%
2849000	1 5/8" U BENT T8 LAMPS ENERGY ADVANTAGE 29W	77.00%
2857000	U-BENT (T8) LAMPS ENERGY ADVANTAGE 25W	89.00%
2862000	U-BENT (T8) LAMPS PLUS	88.00%
2867000	U-BENT (T8) LAMPS	83.00%
2880000	INSTANT START T-8(TL SERIES)	75.00%
2887000	HI OUTPUT LAMPS (T8)	75.00%
2922000	CERAMALUX HIGH PRESSURE SODIUM LAMPS - NON CYCLING	80.00%

APPENDAGE B  
 STATE OF NEBRASKA 3937 OF  
 NETTED PRICES OFFERED ON PHILIPS LAMPS  
 DUE APRIL 3,2012 2:00 PM  
 VOSS LIGHTING

SEQ #	NAED	ITEM DESCRIPTION	NETTED PRICE
1470000	332411	F6T5/CW	1.72
1473000	332478	F8T5/CW	1.72
1504000	244707	F34/CW/RS/EW ALTO	0.98
1585000	378638	FB34CW/8/EW ALTO 12PK	4.21
1641000	368811	C400S51/ALTO	9.57
1643000	368837	C1000S52/ALTO	26.88
1905000	415224	MH1000U	22.34
2429000	300426	PL-L 40W/30/RS/IS	4.84
2430000	300434	PL-L 40W/35/RS/IS	4.84
2431000	300442	PL-L 40W/41/RS/IS	4.84
2449000	383109	PL-C13W/27/USA/ALTO	6.62
2450000	383117	PL-C13W/30/USA/ALTO	8.23
2451000	383125	PL-C13W/35/USA/ALTO	8.23
2452000	383133	PL-C13W/41/USA/ALTO	8.23
2453000	383141	PL-C13W/27/ALTO	8.44
2454000	383166	PL-C18W/27 ALTO	3.42
2455000	383174	PL-C18W/30/ALTO	3.42
2456000	383182	PL-C18W/35/ALTO	3.42
2457000	383190	PL-C18W/41/ALTO	3.42
2458000	383216	PL-C26W/27/ALTO	3.42
2459000	383224	PL-C26W/30/ALTO	3.42
2460000	383232	PL-C26W/35/ALTO	3.42
2461000	383240	PL-C26W/41/ALTO	3.42
2462000	383257	PL-C13W/27/4P/ALTO	9.74
2463000	383265	PL-C13W/30/4P/ALTO	9.74
2464000	383273	PL-C13W/35/4P/ALTO	9.74
2465000	383281	PL-C13W/41/4P/ALTO	9.74
2466000	383299	PL-C18W/27/4P/ALTO	3.61

SEQ #	NAED	ITEM DESCRIPTION	NETTED PRICE
2467000	383307	PL-C18W/30/4P/ALTO	3.61
2468000	383323	PL-C18W/35/4P/ALTO	3.61
2469000	383331	PL-C 18W/41/4P/ALTO	3.61
2470000	383349	PL-C26W/27/4P/ALTO	3.61
2471000	383356	PL-C26W/30/40/ALTO	3.61
2472000	383364	PL-C26W/35/4P ALTO	3.61
2473000	383372	PL-C26W/41/4P ALTO	3.61
2494000	384370	PL-T 18W/27/4P/ALTO	5.15
2495000	268029	PL-T 18W/30/4P/ALTO	5.15
2496000	268201	PL-T 18W/35/4P/ALTO	5.15
2497000	268227	PL-T 18W/41/4P/ALTO	5.15
2498000	384404	PL-T 26W/27/4P/ALTO	5.15
2499000	268235	PL-T 26W/30/4P/ALTO	5.15
2500000	268243	PL-T 26W/35/4P/ALTO	5.15
2501000	268250	PL-T 26W/41/4P/ALTO	5.15
2502000	384438	PL-T 32W/27/4P ALTO	5.15
2503000	268326	PL-T 32W/30/4P/ALTO	5.15
2504000	268334	PL-T 32W/35/4P/ALTO	5.15
2505000	268722	PL-T 32W/41/4P/ALTO	5.15
2506000	384503	PL-T 42W/27/4P ALTO	5.15
2507000	268730	PL-T 42W/30/4P/ALTO	5.15
2508000	268755	PL-T 42W/35/4P/ALTO	5.15
2509000	268763	PL-T 42W/41/4P/ALTO	5.15
2672000	378976	FB32T8/TL830/6 ALTO EA 20PK	6.45
2673000	379008	FB32T8/TL835/6 ALTO EA 20PK	6.45
2674000	379024	FB32T8/TL841/6 ALTO EA 20PK	6.45
2675000	378802	FB32T8/TL850/6 ALTO 20PK	6.45

APPENDAGE C  
 STATE OF NEBRASKA 3937 OF  
 NETS OFFERED ON ADVANCE BALLASTS  
 DUE APRIL 3, 2012 2012 2:00 PM  
 VOSS LIGHTING

UPC	Material	Description	Prod Div	STATE NET
781087117781	ICF2S26H1LDK	ELE BAL (2) 26W CFL (4-PIN) 120-277V KIT	ELB	15.82
781087074060	ICN1P32N35I	ELE BALLAST (1) F32T8 120-277V	ELB	10.50
781087069127	ICN2P32N35I	ELE BALLAST (2) F32T8 120-277V	ELB	8.65
781087069134	ICN2P32N35M	ELE BALLAST (2) F32T8 120-277V	ELB	8.65
781087082768	ICN2P60SC35I	ELE BALLAST (2) F96T12 120-277V	ELB	18.41
781087119044	ICN2S5490C35I	ELE BALLAST (2) F54T5/HO 120-277V	ELB	18.81
781087091494	ICN3P32N35I	ELE BALLAST (3) F32T8 120-277V	ELB	11.61
781087091500	ICN3P32N35M	ELE BALLAST (3) F32T8 120-277V	ELB	11.61
781087091517	ICN4P32N35I	ELE BALLAST (4) F32T8 120-277V	ELB	11.36
781087091524	ICN4P32N35M	ELE BALLAST (4) F32T8 120-277V	ELB	11.36
781087045572	IOP2P32SC35I	ELE BALLAST (2) F32T8 120-277V	ELB	9.98
781087045596	IOP2P32SC35M	ELE BALLAST (2) F32T8 120-277V	ELB	9.98
781087052006	IOP2P59SC35I	ELE BALLAST (2) F96T8 120-277V	ELB	21.19
781087052013	IOP2P59SC35M	ELE BALLAST (2) F96T8 120-277V	ELB	21.19
781087045626	IOP3P32SC35I	ELE BALLAST (3) F32T8 120-277V	ELB	10.98
781087045633	IOP3P32SC35M	ELE BALLAST (3) F32T8 120-277V	ELB	10.98
781087045640	IOP4P32SC35I	ELE BALLAST (4) F32T8 120-277V	ELB	11.98
781087045657	IOP4P32SC35M	ELE BALLAST (4) F32T8 120-277V	ELB	11.98
781087086803	IOPA2P32LWVN35I	ELE BALLAST (2) F32T8 120-277V	ELB	8.89
781087086810	IOPA2P32LWVN35M	ELE BALLAST (2) F32T8 120-277V	ELB	8.89
781087086834	IOPA2P32N35I	ELE BALLAST (2) F32T8 120-277V	ELB	8.89
781087086872	IOPA2P32N35M	ELE BALLAST (2) F32T8 120-277V	ELB	8.89
781087075050	IOPA3P32SC35I	ELE BALLAST (3) F32T8 120-277V	ELB	8.89
781087075067	IOPA3P32SC35M	ELE BALLAST (3) F32T8 120-277V	ELB	8.89
781087073476	IOPA4P32LWSC35I	ELE BALLAST (4) F32T8 120-277V	ELB	12.15
781087073483	IOPA4P32LWSC35M	ELE BALLAST (4) F32T8 120-277V	ELB	12.15
781087073513	IOPA4P32SC35I	ELE BALLAST (4) F32T8 120-277V	ELB	10.98
781087073520	IOPA4P32SC35M	ELE BALLAST (4) F32T8 120-277V	ELB	10.98
781087050729	71A5292001D	MH BAL 70W M98/143 QUAD KIT	HID	54.37
781087017838	71A5390001D	MH BAL 100W M90/140 QUAD KIT	HID	56.44
781087053249	71A5492001D	MH BAL 150W M102/142 QUAD KIT	HID	56.44
781087110379	71A6051001D	MH BAL 400W M59 5-TAP KIT	HID	64.27
781087096499	71A6071001D	MH BAL 400W M59 QUAD KIT	HID	60.61
781087657218	71A6572001	MH BAL 1000W M47 QUAD KIT	HID	123.55
781087797112	71A7971001D	HPS BAL 70W S62 QUAD KIT	HID	55.97
781087807118	71A8071001D	HPS BAL 100W S54 QUAD KIT	HID	83.63
781087817216	71A8172001D	HPS BAL 150W S55 QUAD KIT	HID	91.24
781087827116	71A8271001D	HPS BAL 250W S50 QUAD KIT	HID	55.82
781087847312	71A8473001D	HPS BAL 400W S51 QUAD KIT	HID	121.68
781087877319	71A8773001	HPS BAL 1000W S52 QUAD KIT	HID	215.46