

# Overview for Contract

*Prior to utilizing a contract, the user should read the contract in it's entirety.*

## DESCRIPTION

- This is a Sole Source Contract for Mila Walls & Components
- For the Pennsylvania Historical & Museum Commission only

## CONTRACT INFO

Contract Number & Title	7110-12
Number of Suppliers	1 – Sole Source
Validity Period	7/1/2006 thru 6/30/2012
DGS Point of Contact	Lisa A. Vega
Contact Phone#: Email: Fax:	<a href="tel:7173464290">(717) 346-4290</a> <a href="mailto:Lvega@state.pa.us">Lvega@state.pa.us</a> <a href="tel:7177836241">(717) 783-6241</a>

## PRICING HIGHLIGHTS

- This is a catalog contract
- Supplier: MBA Design & Display
- Discount is 2% off list, product only
- Freight will be applied to deliveries from Exton PA., to end user in Harrisburg

## PROCESS TO PURCHASE

- PHMC will cut Purchase Orders against this State Contract for the projects that are listed on the attached sheet.

**Contact Lisa Vega directly by phone or e-mail with questions or concerns. See above block for phone number and e-mail address**

## **SPECIAL CONTRACT TERMS AND CONDITIONS**

**CONTRACT SCOPE/OVERVIEW:** This Contract 46000010252 (identified here and in the other documents as the "Contract") will cover the requirements of the Pennsylvania Historical & Museum Commission for Mila Wall Panels & Components.

**ORDER OF PRECEDENCE:** These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions for Statewide Contracts for Supplies. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions for Statewide Contracts for Supplies, these Special Contract Terms and Conditions shall prevail.

**TERM OF CONTRACT:** The Contract shall commence on the Effective Date no earlier than July 1, 2006 and expire on April 30, 2012.

**OPTION TO EXTEND:** The Department of General Services reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

**PRICE LISTS:** Price lists are submitted with the bid proposal for the sole purpose of providing a reference to the various items on the price list and the manufacturer's price for each item. Any reference, which may appear on any price list, to any terms and conditions, such as, F.O.B. Shipping Point or prices subject to change, will not be part of any contract with the successful bidder(s) and will be disregarded by the Commonwealth. Contractors agree to supply the Commonwealth with copies of the Catalogues and Price Lists as requested by using agencies. All price lists/catalogs must be identified in bid proposal.

**SINGLE DISCOUNT:** Only one discount will be accepted. Where suppliers are offering multiple discounts, the Commonwealth will accept the greatest discount offered. Multiple discounts on a single price list must be averaged or the bid may be rejected. The percentage discount from the appropriate price list must contain a numeric figure not to exceed for (4) digits so that entry can be made on Commonwealth's computer (example: 26.15%).

**PRODUCT UPDATE:** The Awarded Suppliers may update the contract price lists at the end of each six (6) month period, during the contract period to reflect new products, manufacturer's price changes, and deletion of discontinued products. The first update is allowed after the contract has been in effect for 6 months.

Suppliers shall submit a letter to the appropriate Commodity Specialist requesting review and approval of the updated price list. The Supplier shall itemize all changes in a clear and concise fashion. It is the responsibility of the supplier to adequately justify changes. All requests for updates must be accompanied by the manufacturer's latest, official, published price list along with a letter of verification from the manufacturer. Suppliers will be notified in writing by the Commodity Specialist indicating approval or disapproval of the requested update. If approved, a contract change notice will be issued putting the updated price list on contract it will then be the responsibility of the supplier to distribute the price list to the users.

At no time are awarded suppliers allowed to unilaterally change products or pricing. Orders will be monitored to ensure compliance.

**MINIMUM ORDER:** The minimum order qualifying for F.O.B. destination prices placed against this contract shall be four hundred dollars (\$400.00). Orders under \$400.00 may be delivered with additional freight cost added to invoice. Vendors shall provide ordering agencies with written quotes of additional freight charges prior to shipment.

**WARRANTY:** Vendor must warrant all equipment including parts and labor, against defects in workmanship and materials for a minimum of one (1) year. Warranty service may be performed at the requesting Commonwealth agency site or at the supplier's service center, however, the vendor shall be responsible for the removal, shipping, transportation, and installation costs involved with the repair or replacement. During the warranty period, manufacturers standard warranties for equipment will apply, unless they conflict with the above warranty provisions.

**WARRANTY SHALL COMMENCE WITH FINAL ACCEPTANCE AND:**

- A) The contractor warrants that all equipment will perform in accordance with the published specifications and shall be free from defect in materials, workmanship, and title for a period of one (1) year from date of acceptance by the buyer.
- B) During the warranty period, vendor agrees to repair or replace any defective part(s) without charge to the using agency as outlined under these specifications. All parts removed shall become the property of the vendor.

**DELIVERIES:** Items ordered from this contract will be delivered within a reasonable time, not to exceed seventy five (75) calendar days after receipt of Contract Purchase Order, unless otherwise agreed to, in writing, between the Department of General Services and the Supplier.

**The supplier must contact the ordering agency prior to making delivery, and mutually agree on the date of delivery and the approximate time.**

**PACKAGING:** Packaging shall conform to acceptable industry standards.

**CONDITION OF PRODUCT: ALL EQUIPMENT OFFERED IN RESPONSE TO THIS INVITATION TO BID MUST BE NEW.**

**INQUIRIES:** Direct all questions concerning this Contract to the Commodity Specialist named herein.

Lisa A. Vega, Commodity Specialist  
Department of General Services  
Forum Place  
555 Walnut Street, 6<sup>th</sup> Floor  
Harrisburg, PA 17101  
Telephone: (717) 346-4290  
Fax: (717) 783-6241  
E-mail: lvega@state.pa.us



All using Agencies of the Commonwealth, Political Subdivision,  
Authorities, Private Colleges and Universities

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Contract Number: 4600010252

Creation Date: 06/01/2006

Purchasing Agent:

Name: Lisa Vega

Phone: (717) 346-4290

Fax: (717) 783-6241

E-mail: lvega@state.pa.us

Valid from/to: 07/01/2006 - 06/30/2012

Your vendor number with us: 128542

Vendor Name/Address:

MBA DESIGN & DISPLAY PRODUCTS CORP

35 E UWCHLAN AVE STE 318

EXTON PA 19341-1259

Vendor Fax Number: 610-524-7604

Your Quotation: Date:

Collective No.: CN00020992

Our Quotation: 6000109380

Please Deliver To:

H & M

State Museum of PA

Harrisburg PA 17108-1026

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at [www.dgs.state.pa.us](http://www.dgs.state.pa.us) for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
00010	Mila Wall Panels & Components					
<b>Item text</b>						
MANUFACTURER: MBA DESIGN & DISPLAY PRODUCTS CORP.						
PRICE LIST: PARTS-INDEX SERIES 100						
EFFECTIVE DATE: JUNE 1, 2006						
DISCOUNT: 2% (PRODUCT ONLY)						
<b>Shipping Instructions</b>						
*FREIGHT WILL BE APPLIED TO DELIVERIES FROM EXTON PA TO END USER IN HARRISBURG PA*						
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00020	Freight					
-----SUPPLEMENTAL INFORMATION-----						
NO FURTHER INFORMATION FOR THIS CONTRACT						

Currency: USD

400,000.00  
\*\*\*ESTIMATED VALUE\*\*\*