

# Overview for Contract

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

## DESCRIPTION

✓ The Car, Infants and Children's Passenger Safety Seats contract consist of a variety of seats.

- ✓ Infant Car Seats
- ✓ Premie Infant Car Seat
- ✓ Convertible Car Seats
- ✓ Booster Car Seats

Manufacturers are as follows:

- ✓ Cosco
- ✓ Evenflo

## CONTRACT INFO

Contract Number & Title	CN00020475 (4240-01) Seats, Car, Infants and Children's Passenger Safety Seats
Number of Suppliers	Two (2)
Validity Period	08/01/2006 – 07/31/2008
DGS Point of Contact	Alfonzo J. Robinson
Contact Phone# Email	<a href="tel:717-346-8181">717-346-8181</a> <a href="mailto:arobinson@state.pa.us">arobinson@state.pa.us</a>

## PRICING HIGHLIGHTS

- This is a catalog contract with two vendor. Please refer to SAP contract below.
- 4600010185 – Cosco Products. Vendor: Vehicle Maintenance Program, Inc., Vendor #: 166510.
- 4600010186 – Evenflo Products. Vendor: Evenflo Company, Inc., Vendor #: 160758

## PROCESS TO PURCHASE

- ✓ DGS Statewide Contracts @ [www.dgs.state.pa.us](http://www.dgs.state.pa.us)
- ✓ Reference CWOPA Contract CN00020475 (4240-01)
- ✓ Contract with terms and conditions, item sheets with vendors.
- ✓ Contact Alfonzo J. Robinson directly by telephone or e-mail with questions or concerns. See block above for telephone number and e-mail address.

Seats, Car, Infants and Children's Passenger Safety Seats

**SPECIAL CONTRACT TERMS AND CONDITIONS**

These **Special Contract Terms and Conditions** supplement the **Standard Contract Terms and Conditions for Statewide Contracts for Supplies**.

**1. Purpose of Contract.**

This contract (identified here and in the other documents as the "Contract") provides for the acquisition of Seats, Car, Infants and Children's Passenger Safety Seats for the Commonwealth of Pennsylvania (CWOPA) using agencies. Using agencies may issue purchase orders against this contract. These orders constitute the contractor's authority to make delivery. All purchase orders received by the contractor up to and including the expiration date of the contract are acceptable and must be shipped in accordance with the delivery time specified in the contract. Contractors are not permitted to accept purchase orders which require deliveries extended beyond the delivery time specified in the contract. Each purchase order will be deemed to incorporate the terms and conditions set forth in this contract.

**2. Cooperative Purchasing Program.**

The contractor(s) will be required to provide Seats, Car, Infants and Children's Passenger Safety Seats to the Commonwealth executive and independent agencies as well as those state affiliated entities and local public procurements under the COSTARS (Cooperative Sourcing to Achieve Reduction in Spend) program that desire to order from the Contract. COSTARS is a service provided by the Department of General Services for local public procurement units located in Pennsylvania. Local public procurement units are authorized by law to participate in or purchase from Department of General Services' statewide requirements contracts. Eligible local public procurement units are defined as:

- Any political subdivision.
- Any public authority.
- Any tax exempt, nonprofit educational or public health institution or organization.
- Any nonprofit fire, rescue or ambulance company.
- And to the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

**3. Order of Precedence.**

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.

**4. Contract Term:**

The Contract shall commence on the Effective Date, which shall be no earlier than August 1, 2006 and expire on July 31, 2008.

**5. Renewal:**

The Contract or any part of the Contract may be renewed for four (3) additional one (1) year terms by mutual agreement between the Department of General Services and the contractor. If the Contract is renewed, the same terms and conditions shall apply. The contractor's past performance under the contract will be one criterion that the Department will consider in its decision as to whether to renew.

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**6. 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.

**7. Price Lists:**

Contractors agree to supply the Commonwealth with copies of the Catalogues and Price Lists as requested by using agencies.

Any reference, which may appear on any price list, to any terms and conditions, such as F.O.B. shipping point, minimum order quantity or amount, or Prices subject to change, will not be a part of any contract and will be disregarded by the Commonwealth.

For Cataloged items the price paid by the Commonwealth shall be the Manufacturer's "Official" Referenced Price List minus the percentage discount, and accepted by the Commonwealth.

It shall be understood that the pricing offered by the contractor to the Commonwealth shall be equal to or lower than that offered to the contractor's most favored customer(s).

**8. Price Change:**

Discounts shall remain firm for the term of this contract. Price lists may be updated to delete equipment no longer available, to allow general price increases/decreases, or to allow for new product availability. One (1) copy of any new price list must be sent to the Commodity Specialist for approval. Contract prices may be subject to revision at the end of each 90-Calendar Day period starting July 1, 2006. Such changes shall be based on general industry changes as evidenced by the printed price lists or supplements. The prices quoted each 90-Calendar Day period shall be firm except that the Commonwealth shall receive the benefit of any decline that the contractor shall offer to their other accounts. Requests for price changes shall be received in writing at least fifteen (15) business days prior to their effective date with a copy of the new price list being furnished to the Department of General Services, Commodity Specialist of record. Commodity Specialist will issue a change notice indicating the acceptance of the new price list before the price list becomes effective. In the event that new prices are not acceptable, the contract may be cancelled.

At no time are awarded vendors allowed to unilaterally change the products or prices on contract. Approval must be granted by the Bureau of Procurement. Orders will be monitored to ensure compliance.

**9. Delivery Time:**

The contractor(s) must make delivery no later than 30 calendar days after acknowledgement of purchase order unless otherwise agreed to, in writing, between the Department of General Services and the contractor.

**10. Minimum Order:**

The minimum order qualifying for F.O.B. delivered prices shall be five (5) seats of the same or of various types.

**11. Orders Under \$1,500.00:**

For orders involving less than \$1,500.00, the Commonwealth will accept only a complete shipment of all items and a single invoice for the items.

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**12. Escalation:**

Prices on this contract will be firm for the initial contract period. In event of extension under the renewal option, awarded vendors may submit new catalog price lists for the ensuing contract period. It is understood and agreed that the Commonwealth is to receive the benefit of any price reductions at any time during the contract.

**13. Product Liability:**

Contractor shall purchase and maintain at its expense the following types of insurance, issued by companies acceptable to the Department and authorized to conduct business under the laws of the Commonwealth of Pennsylvania. Product Liability Insurance in a minimum of Two Million Dollars (\$2,000,000.00) shall be provided by the awarded vendor. Such policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage. The Contractor shall provide the Department of General Services with current certificates of insurance. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled or changes until at least thirty (30) days' written notice has been given to the Department.

**14. Acceptance:**

Payment should not be construed by the awarded contractor as acceptance of equipment, goods, materials or supplies furnished under this contract. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject the equipment, goods, materials or supplies if such post-payment testing or inspection discloses a defect or a failure to meet specifications.

**15. Product Safety Standards:**

All car seats furnished under this contract must meet the current Federal Motor Vehicle Safety Standard (49 CFR Section 571.213)

**16. Availability of Replacement Parts:**

Manufacturer must guarantee availability of replacement parts for a minimum of five (5) years.

**17. Product Instructions:**

Instructions in both English and Spanish for correct use of the safety seat shall be shipped with each seat.

**18. Product Assembly:**

Seats must be completely assembled and not require any installation of parts.

**19. Assignment of Antitrust Claims:**

Contractor and the Commonwealth recognize that in actual economic practice, overcharges by contractor's suppliers resulting from violations of State or Federal Antitrust Laws are in fact borne by the Commonwealth. As part of the consideration for the award of this contract, and intending to be legally bound, contractor assigns to the Commonwealth all right, title and interest in and to any claims contractor now has or may hereafter acquire under State or Federal Antitrust Laws relating to the goods or services which are the subject of this contract.

**Inquiries:**

Direct all questions to:

Alfonzo J. Robinson, Commodity Specialist

Department of General Services

Bureau of Procurement

555 Walnut Street, Forum Place 6<sup>th</sup> Floor

Harrisburg PA 17101

[arobinson@state.pa.us](mailto:arobinson@state.pa.us)

Item No.	MANUFACTURER (Seats, Car, Infants & Children's Passenger)	Price List ID & Date	% Discount From List
30	Evenflo	ADVANTAGED PRICE LIST, JANUARY 1-DECEMBER 21, 2006, DISREGARD ORDER MINIMUM LISTED ON COVER	0%, this is the discount price list as listed

VENDOR INFORMATION - Complete the yellow cells below	
Company Name:	EVENFLO COMPANY, INC.
Vendor Number:	160758
Contact Person:	PATSY PILCHER
Address:	PO BOX 1046, CULLMAN, AL 35056
Phone Number:	800-768-6077
Fax Number:	800-382-4565
E-mail Address:	<a href="mailto:ppilcher@bellsouth.net">ppilcher@bellsouth.net</a>
Website URL:	<a href="http://www.eventflo.com">www.eventflo.com</a>

Item No.	MANUFACTURER (Seats, Car, Infants & Children's Passenger)	Price List ID & Date	% Discount From List
10	Cosco	Cosco Juvenile Price List dated 04/03/2006	Retailer prepaid less 5 %

Company Name:	Vehicle Maintenance Program, Inc.
Vendor Number:	166510
Contact Person:	Ari Brooks
Address:	3595 N. Dixie Hwy. Bay #7
Phone Number:	561-362-6080
Fax Number:	561-362-7994
E-mail Address:	<a href="mailto:ari@vmpparts.com">ari@vmpparts.com</a>
Website URL:	<a href="http://www.vmpparts.com">www.vmpparts.com</a>