

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

FOR: ALL USING AGENCIES OF THE COMMONWEALTH

SUBJECT: AGENCY NOTIFICATION OF AWARD

CONTRACT NAME: FLOOR MATTING

CONTRACT PERIOD: Beginning JULY 1, 1998 and Ending JUNE 30, 1999

CONTRACT MANUAL INDICATOR: NONE  
CONTRACT RESTRICTION CODE: 0

**FIELD PURCHASE ORDERS:** Using agencies may issue field purchase orders against this contract. These orders constitute the contractor's authority to make delivery. All field 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 field purchase orders which require deliveries extended beyond the delivery time specified in the contract. Each field purchase order will be deemed to incorporate the terms and conditions set forth in this contract.

Field purchase orders may be issued through electronic data interchange ("EDI") or through facsimile equipment. EDI will involve the electronic transmission of field purchase order information from the using agency via a Value Added Network ("VAN") and the acknowledgement of receipt of the transmission by the contractor. Receipt of the electronic or facsimile transmission of the field purchase order shall constitute receipt of an order. Orders received by the contractor after 4:00 p.m. will be considered received the following business day.

In the event of the issuance of a field purchase order through EDI, the Commonwealth and the contractor specifically agree as follows:

- a. Upon receipt of an order through EDI, the contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued through EDI shall not give rise to any obligation to deliver on the part of the contractor unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.
- b. The parties agree that no hand-written signature shall be required in order for the field purchase order to be legally enforceable. To the maximum extent permitted by law, the parties hereby define and adopt the confidential codes that they will affix or include on the order to the acknowledgement as any necessary "signature" that may be required by law. Any field purchase order or acknowledgement which contains or includes the confidential code shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. Neither party shall disclose to any unauthorized person the "signatures" of the other party. The Commonwealth shall share its confidential code(s) after award of the contract.
- c. The parties agree that no writing shall be required in order to make the order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine field purchase order or acknowledgement issued through EDI under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine field purchase order or acknowledgement issued through EDI, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine field purchase orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement shall be deemed to be genuine for all purposes if: (a) it contains the proper access code assigned to the party from which the document appears to have originated, and (b) it is transmitted to the location designated for such documents in the procedure agreed to by the parties.

- d. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include retransmission of any such document if necessary.

**ESTIMATED QUANTITIES:** It shall be understood and agreed that any quantities listed in the proposal are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the supplies, equipment, and materials in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase items covered by this contract from another source if the price is lower than the contract price.

**IDENTIFICATION NUMBER:** The vendor's federal identification number must be typed in the designated space on the Field Purchase Order.

**COMMODITY IDENTIFICATION NUMBER:** Each item shown on the Field Purchase Order must be identified by its complete commodity number.

**TAXES:** The Commonwealth is exempt from all Federal excise and transportation taxes, is exempt from the provisions of the Fair Trade Law, and is exempt from the Pennsylvania sale and use tax upon the purchase of tangible personal property. Registration number with the Internal Revenue Service is 23740001-K. Nothing in this paragraph is meant to exempt a construction contractor from the payment of sales or use tax required to be paid with respect to its construction contract.

**ACCEPTANCE:** Payment should not be construed by the awarded vendor 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.

**ASSIGNMENT OF ANTITRUST CLAIMS:** Vendor and the Commonwealth recognize that in actual economic practice, overcharges by vendor'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, vendor assigns to the Commonwealth all right, title and interest in and to any claims vendor 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.

**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.

**OPTION TO EXTEND:** The Commonwealth reserves the right to extend this contract or any part of this contract up to three (3) months. This should be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to issue the new contract.

**PRODUCT CONFORMANCE** The Department of General Services reserves the right to require any and all bidders to:

1. Provide certified data from laboratory testing performed by the bidder, or performed by an independent laboratory, as specified by the Commonwealth.
2. Supply published manufacturer product documentation.
3. Permit a Commonwealth representative to witness testing at the bidder's location or at an independent laboratory.
4. Complete a survey/questionnaire relating to the bid requirements and specifications.
5. Provide customer references.
6. Provide a product demonstration at a location near Harrisburg or the using agency location.

**DELIVERIES:** All articles ordered from this contract shall be delivered within a reasonable time, not to exceed fifteen (15) calendar days after receipt of purchase order, unless otherwise agreed to, in writing, between the Department of General Services and the Contractor.

**MINIMUM ORDER:** The minimum order qualifying F.O.B. delivered prices shall be \$100.00.

**OPTION TO RENEW:** The contract or any part of the contract may be renewed for two (2) additional one (1) year terms by mutual agreement between the Commonwealth and the Contractor (s). If the contract(s) is/are renewed, the same terms and conditions shall apply. If the contract(s) is/are renewed for additional term(s), a new performance bond or a rider supplementing the original bond will be required for each extended period.

**INQUIRIES:** Direct all questions concerning this contract to:

H.F. Scott, Buyer  
Bureau of Purchases  
PO Box 1365  
Harrisburg, PA 17105  
Phone: 717-787-4775

GARY E. CROWELL  
SECRETARY OF GENERAL SERVICES

CONTRACT VENDOR LIST

The vendor(s) identified below by an "X" in the Act 31 of July 9, 1971 and Act 17 of June 27, 1977 column will permit any political subdivision or authority or private college or university to buy from General Services contracts. Unless otherwise specified below, payment terms are Net 30 days.

ACTS 31&17	VENDOR #/FIN	SUFFIX	VENDOR NAME/ADDRESS	TELEPHONE NO.	FAX NO.	CONTACT PERSON
X	41596 23-2262065		Environmental Services Specialist Corp t/a Eagle Janitorial Supply 210 Market St Williamsport PA 17701-1421	800-622-8182	717-322-3616	Diane L. Twigg
<b>Prompt Payment Discount = 1% 10 days</b>						

ITEM NO.	COMMODITY CODE NO.	DESCRIPTION	BRAND	MFGR	UNIT	UNIT PRICE	VENDOR NO. FIN NUMBER
	7220-5445	<b>Matting: Polypropylene (Olefin) ribbed fibers. Dual denier with fiber channels. Needlepunched yarn, vinyl backing, minimum 3/8" thick. Ref: Heritage Rib by Superior - Needle-Rib Mat by Crown - Cavalier by Tennessee Mat.</b>					
1	003	3'X6' size. All colors available.	Needle Rib	Crown	EACH	17.25	41596 23-2262065
2	033	3'X60' size. All colors available.	Needle Rib	Crown	EACH	162.75	41596 23-2262065
	7220-5445	<b>Matting: Olefin, colorfast, moisture absorbing, with solid vinyl backing. MINIMUM 1/2" THICK. Ref: Weatherbeater Olefin by Superior - Tuf-N-Tidy III Mats by Crown.</b>					
3	040	3'X4' size. All colors available.			EACH	No Award	Not to be Rebid
4	045	3'X5' size. All colors available.			EACH	No Award	Not to be Rebid
5	050	3'X6' size. All colors available.			EACH	No Award	Not to be Rebid
6	055	4'X6' size. All colors available.			EACH	No Award	Not to be Rebid
7	060	4'X8' size. All colors available.			EACH	No Award	Not to be Rebid
8	065	3'X60' size. All colors available.			EACH	No Award	Not to be Rebid
9	070	4'X60' size. All colors available.			EACH	No Award	Not to be Rebid
	7220-5445	<b>Matting: All vinyl construction, resilient &amp; Flame retardant nonwoven coiled construction. Vinyl foam backing. Ref: Cushion Plus by 3M Co.</b>					
10	200	3' X 5' size. Colors: blue, red, gold, green, or brown.	Diamond Deluxe	Crown	EACH	45.00	41596 23-2262065

ITEM NO.	COMMODITY CODE NO.	DESCRIPTION	BRAND	MFGR	UNIT	UNIT PRICE	VENDOR NO. FIN NUMBER
11	205	4' X 6' size. Colors: blue, red, gold, green, or brown.	Diamond Deluxe	Crown	EACH	72.00	41596 23-2262065
12	210	3' X 10' size. Colors: blue, red, gold, green, or brown.	Diamond Deluxe	Crown	EACH	90.00	41596 23-2262065
13	215	3' X 20' size. Colors: blue, red, gold, green, or brown.	Diamond Deluxe	Crown	EACH	174.15	41596 23-2262065
14	220	4' X 10' size. Colors: blue, red, gold, green, or brown.	Diamond Deluxe	Crown	EACH	120.00	41596 23-2262065
15	225	4' X 20' size. Colors: blue, red, gold, green, or brown.	Diamond Deluxe	Crown	EACH	218.00	41596 23-2262065
	<b>7220-5445</b>	<b>Matting: Polypropylene Ribbon (Cut Pile) on heavy duty, water proof vinyl backing, minimum 1"-continuous vinyl edging all sides, for interior or exterior use. Ref: Grass Matting by Superior - Care-Free Grass Matting by Tennessee Mat.</b>					
16	250	3'X5' size. All colors available.	Super Trap	Crown	EACH	18.19	41596 23-2262065
17	255	3'X6' size. All colors available.	Super Trap	Crown	EACH	21.83	41596 23-2262065
	<b>7220-5445</b>	<b>Entryway Matting (Indoor). Olefin Fiber, slip resistant solid vinyl Backing. Vinyl edging on all sides for safety &amp; stability. Ref: Scrape-N-Dry by Superior.</b>					
18	080	3'X10' size. All colors available.	Wonder Pro Olefin	Crown	EACH	32.75	41596 23-2262065
19	090	3'X20' size. All colors available.	Wonder Pro Olefin	Crown	EACH	64.95	41596 23-2262065

ITEM NO.	COMMODITY CODE NO.	DESCRIPTION	BRAND	MFGR	UNIT	UNIT PRICE	VENDOR NO. FIN NUMBER
20	100	3'X60' size. All colors available.	Wonder Pro Olefin	Crown	EACH	173.50	41596 23-2262065
21	110	4'X10' size. All colors available.	Wonder Pro Olefin	Crown	EACH	43.30	41596 23-2262065
22	120	4'X20' size. All colors available.	Wonder Pro Olefin	Crown	EACH	86.60	41596 23-2262065
23	130	4'X30' size. All colors available.	Wonder Pro Olefin	Crown	EACH	129.90	41596 23-2262065
24	140	4'X60' size. All colors available.	Wonder Pro Olefin	Crown	EACH	231.50	41596 23-2262065

Contract Number: #7220-01  
Change Number #1  
Change Effective Date: APRIL 16, 1999

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH  
Subject: Floor Matting  
Contract Period: Effective date of JULY 1, 1998 and Termination date of JUNE 30, 1999  
Buyer Name: H. F. Scott

CHANGE SUMMARY:

IN ACCORDANCE WITH THE OPTION TO RENEW CLAUSE CONTAINED IN THIS CONTRACT, THE COMMONWEALTH, WITH MUTUAL CONSENT OF THE VENDOR, IS RENEWING THIS CONTRACT FOR AN ADDITIONAL ONE (1) YEAR PERIOD. THIS RENEWAL PERIOD WILL BE JULY 1, 1999 THRU JUNE 30, 2000.

CHANGE THE CONTACT PERSON TO READ: DAWN PALMATIER

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

GARY E. CROWELL  
SECRETARY OF GENERAL SERVICES