

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

FOR: ALL USING AGENCIES OF THE COMMONWEALTH

SUBJECT: AGENCY NOTIFICATION OF AWARD

CONTRACT NAME: FOOTWEAR, POLICE TYPES

CONTRACT PERIOD: Beginning JULY 1, 1999 and Ending NOVEMBER 30, 2000

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 contractor's federal identification number must be typed in the designated space on the Field Purchase Order.

Supply IDENTIFICATION NUMBER: Each item shown on the Field Purchase Order must be identified by its complete Supply 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 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.

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.

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.

DELIVERY: F.O.B. DESTINATION to any Using Agency within the Commonwealth of Pennsylvania. All articles ordered from this contract shall be delivered within a reasonable time, not to exceed thirty (30) calendar days after receipt of a Field Purchase Order (FPO), unless otherwise agreed to, in writing, between the Department of General Services and the contractor.

OPTION TO RENEW: The contract(s) may be renewed for two (2) additional 2 year(s) term by mutual agreement between the Commonwealth and the contractor(s) for each renewal. If the contract(s) is/are renewed, the same terms and conditions shall apply.

MINIMUM ORDER: Twelve (12) pairs boots (or) shoes.

INQUIRIES: Direct all questions concerning this contract to the Buyer:

Nancy Reppert, Buyer
Bureau of Purchases
414 North Office Building
Harrisburg PA 17102
Phone 717-787-4775

GARY E. CROWELL
SECRETARY OF GENERAL SERVICES

CONTRACTOR LIST

The contractor(s) identified by an "X" in the Act 57 column has agreed to sell the awarded item(s) at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to local public procurement units which elect to participate in the contract. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue, or ambulance company; and any nonprofit corporation operating a charitable hospital. Unless otherwise specified below, payment terms are Net 30 days.

ACT 57	CONTRACTOR #/FIN	SUFFIX	CONTRACTOR NAME/ADDRESS	TELEPHONE NO.	FAX NO.	CONTACT PERSON
	44194 13-3831025		Thomaston Co. 303 Fifth Avenue, Suite 1507 New York, NY 10016	212-685-2832	212-685-2965	Gail Kuhn or Nicole Corey
x	93-1011223		Danner Shoe Manufacturing Co. 12722 NE Airport Way Portland OR 97320-0430	800-345-0430	503-251-1119	Renee Henry
x	39-1597573		Weinbrenner Shoe Co. 329 Bennett Street Montoursville pa 17754	800-826-0002	800-569-6817	Lance Nienow

ITEM NO	COMMODITY CODE	DESCRIPTION OF ARTICLES	BRAND	MFGR	UNIT	UNIT PRICE	FIN
	8430-2401	Shoes, oxford, men's (police type) Plain toe, lace type. Bates Style #1208.					
1	055	Size Range C 6 to 12 & 13	1208	BATES	Pair	60.00	13-3831025
2	060	Size Range D 6 to 12, & 13	1208	BATES	Pair	60.00	13-3831025
3	065	Size Range E 6 to 12, & 13	1208	BATES	Pair	60.00	13-3831025
4	075	Size Range EEE 7 to 12 & 13	1208	BATES	Pair	60.00	13-3831025
	8430-2255	Boots, Chukka Type Bates Style #83.					
5	015	Sizes: Sizes and widths - combination last and half Size Range C 7 to 12, 13 & 14	83	BATES	Pair	65.00	13-3831025
6	020	Sizes: Sizes and widths - combination last and half Size Range D 6 1/2 to 12, 13 & 14	83	BATES	Pair	65.00	13-3831025
7	025	Sizes: Sizes and widths - combination last and half Size Range E 6 1/2 to 12, 13, & 14	83	BATES	Pair	65.00	13-3831025

ITEM NO	COMMODITY CODE	DESCRIPTION OF ARTICLES	BRAND	MFGR	UNIT	UNIT PRICE	FIN
8	035	Sizes: Sizes and widths - combination last and half Size Range EEE 7 to 12 & 13	83	BATES	Pair	65.00	13-3831025
	8430-2401	Shoes, Oxford, Men's Plaintoe, black with Hypalon sole and heel, Bates Style 968 or Weinbrenner/Thorogood Style 834-6130.					
9	015	Size Range C 8 to 12 & 13	834-6130	Weinbrenner	Pair	39.25	39-1597573
10	020	Size Range D 6 to 12, 13, 14, & 15	834-6130	Weinbrenner	Pair	39.25	39-1597573
11	025	Size Range E 6 1/2 to 12, 13, 14, & 15	834-6130	Weinbrenner	Pair	39.25	39-1597573
12	035	Size Range EEE 6 1/2 to 12 & 13	834-6130	Weinbrenner	Pair	39.25	39-1597573
	8430-2401	Shoes, Oxford, Women's plaintoe, black with neocrepe soles and heels, Bates Style 752 or Weinbrenner/Thorogood Style 534-6047.					
13	040	Sizes Range 6M (AA-A) to 10W (D-E)	534-6047	Weinbrenner	Pair	39.75	39-1597573
	8430-2255	Boots, 8" high, men's and women's, black with 200 grams of thinsulate, Danner Style 69700 Pendleton Insulated - No Substitute.					
14	135	Men - In Stock sizes - 7-14D, 6-13EE	69700	DANNER	Pair	138.00	93-1011223

ITEM NO	COMMODITY CODE	DESCRIPTION OF ARTICLES	BRAND	MFGR	UNIT	UNIT PRICE	FIN
15	140	Women - In Stock sizes 5-10 M	69700	DANNER	Pair	138.00	93-1011223
		Vendor shall make up all other men's sizes and widths and all other women's sizes and widths. Vendor should indicate any additional charges for these special lmake-ups. APPLIES TO ITEMS 14 & 15.					
16	145	Men's Special Make up sizes			Pair	NO AWARD	NOT TO BE REBID
17	150	Women's Special Make up sizes			Pair	NO AWARD	NOT TO BE REBID

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

FOR: ALL USING AGENCIES OF THE COMMONWEALTH

SUBJECT: AGENCY NOTIFICATION OF AWARD

CONTRACT NAME: FOOTWEAR, POLICE TYPES

CONTRACT PERIOD: Beginning JULY 1, 1999 and Ending NOVEMBER 30, 2000 (RENEWED THROUGH NOVEMBER 30, 2002)

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.

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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 contractor's federal identification number must be typed in the designated space on the Field Purchase Order.

Supply IDENTIFICATION NUMBER: Each item shown on the Field Purchase Order must be identified by its complete Supply 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 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.

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.

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.

DELIVERY: F.O.B. DESTINATION to any Using Agency within the Commonwealth of Pennsylvania. All articles ordered from this contract shall be delivered within a reasonable time, not to exceed thirty (30) calendar days after receipt of a Field Purchase Order (FPO), unless otherwise agreed to, in writing, between the Department of General Services and the contractor.

OPTION TO RENEW: The contract(s) may be renewed for two (2) additional 2 year(s) term by mutual agreement between the Commonwealth and the contractor(s) for each renewal. If the contract(s) is/are renewed, the same terms and conditions shall apply.

MINIMUM ORDER: Twelve (12) pairs boots (or) shoes.

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SECRETARY OF GENERAL SERVICES

CONTRACTOR LIST

The contractor(s) identified by an "X" in the Act 57 column has agreed to sell the awarded item(s) at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to local public procurement units which elect to participate in the contract. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue, or ambulance company; and any nonprofit corporation operating a charitable hospital. Unless otherwise specified below, payment terms are Net 30 days.

ACT 57	CONTRACTOR #/FIN	SUFFIX	CONTRACTOR NAME/ADDRESS	TELEPHONE NO.	FAX NO.	CONTACT PERSON
x	22-3049069		Anchortex Corporation 465 Taunton Avenue West Berlin NJ 08091	856-768-5240	856-768-5547	Andrew Bender
x	22-2220923		The Glove & Safety People 690 Jersey Avenue Building 5 New Brunswick NJ 08901	800-777-2790	732-220-1908	David Brazer
x	51-0110153		Dover Army-Navy Store Inc 222 W Lockerman Street Dover DE 19904	302-736-1959	302-736-2659	Frank D. Zaback

ITEM NO	COMMODITY CODE	DESCRIPTION OF ARTICLES	BRAND	MFGR	UNIT	UNIT PRICE	FIN
	8430-2401	Shoes, oxford, men's (police type) Plain toe, lace type. Bates Style #1208.					
1	055	Size Range C 6 to 12 & 13	1208	BATES	Pair	61.40	22-3049069
2	060	Size Range D 6 to 12, & 13	1208	BATES	Pair	61.40	22-3049069
3	065	Size Range E 6 to 12, & 13	1208	BATES	Pair	61.40	22-3049069
4	075	Size Range EEE 7 to 12 & 13	1208	BATES	Pair	61.40	22-3049069
	8430-2255	Boots, Chukka Type Bates Style #83.					
5	015	Sizes: Sizes and widths - combination last and half Size Range C 7 to 12, 13 & 14	83	BATES	Pair	64.85	22-2229023
6	020	Sizes: Sizes and widths - combination last and half Size Range D 6 1/2 to 12, 13 & 14	83	BATES	Pair	64.85	22-2229023
7	025	Sizes: Sizes and widths - combination last and half Size Range E 6 1/2 to 12, 13, & 14	83	BATES	Pair	64.85	22-2229023

ITEM NO	COMMODITY CODE	DESCRIPTION OF ARTICLES	BRAND	MFGR	UNIT	UNIT PRICE	FIN
8	035	Sizes: Sizes and widths - combination last and half Size Range EEE 7 to 12 & 13	83	BATES	Pair	64.85	22-2229023
	8430-2255	Boots, Men's 8" Non-Insulated, Rocky Eliminator 2, #8036					
18	155	Size Range M&W 7-12-13-14; XW 8-12	8036	Rocky	Pair	94.00	51-0110153
	8430-2255	Boots, Men's Gore-Tex, 9", Goodyear welt construction, full grain leather upper, dual density P.U. sole, Type III Footbed, Rocky "Mountain Stalker", #7017					
19	160	Size Range M&W 7-12-13-14; XW 8-12-13	7017	Rocky	Pair	116.00	51-0110153

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

FOR: ALL USING AGENCIES OF THE COMMONWEALTH

SUBJECT: AGENCY NOTIFICATION OF AWARD

CONTRACT NAME: Footwear, Police Types

CONTRACT PERIOD: Beginning December 1, 2000 and Ending November 30, 2002

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.

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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 contractor's federal identification number must be typed in the designated space on the Field Purchase Order.

Supply IDENTIFICATION NUMBER: Each item shown on the Field Purchase Order must be identified by its complete Supply 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 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.

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.

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.

SPECIFICATIONS: Footwear, Police Types in accordance with manufacturers and style number(s) listed thereon.

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

DELIVERY: F.O.B. DESTINATION to any Using Agency within the Commonwealth of Pennsylvania. All articles ordered from this contract shall be delivered within a reasonable time, not to exceed thirty (30) calendar days after receipt of a Field Purchase Order (FPO), unless otherwise agreed to, in writing between the Department of General Services and the contractor.

MINIMUM ORDER: Twelve (12) pair boots (or) shoes.

INQUIRIES: Direct all questions concerning this proposal to the appropriate buyer named herein.

Ann Kimmel, Buyer, CPPB
414 North Office Building
Harrisburg PA 17125
Phone: 717-783-0764
Fax: 717-783-6241
e-mail: akimmel@state.pa.us

GARY E. CROWELL
SECRETARY OF GENERAL SERVICES

CONTRACTOR LIST

The contractor(s) identified by an "X" in the Act 57 column has agreed to sell the awarded item(s) at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to local public procurement units which elect to participate in the contract. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue, or ambulance company; and any nonprofit corporation operating a charitable hospital. Unless otherwise specified below, payment terms are Net 30 days.

ACT 57	CONTRACTOR #/FIN	SUFFIX	CONTRACTOR NAME/ADDRESS	TELEPHONE	FAX NO.	CONTACT PERSON
X	25-1325752		Bob's Army & Navy, Inc 229 East Market Street Clearfield PA 16830	800-838-2627	814-765-7378	Patti Semelsberger
X	58-1076369		Altama Delta Corp 880 Holcomb Bridge Road Suite C-210 Roswell GA 30076-1955	800-437-9888	770-992-0188	Philip Murdie

ITEM NO	COMMODITY CODE	DESCRIPTION OF ARTICLES	BRAND	MFG	UNIT	UNIT PRICE	VENDOR FIN
		Staff Boots, Men's side-zip Paratrooper boot, full grain leather black with snap zipper cover, toe cap, steel shank, lug sole. Bates Style 84					
20	8430-2255-165	Size Range(includes half sizes) D 6 to 12	84	Bates	Pair	94.05	25-1325752
		Staff Boots, Women's side-zip paratrooper boot, full grain leather black with snap zipper cover, toe cap, steel shank, lug sole. Bates Style 784.					
21	8430-2255-170	Size Range M 5 to 10	784	Bates	Pair	72.05	25-1325752
		11" side-zip Paratrooper boots, black with snap zipper cover, toe cap, steel shank, hi-gloss poromeric uppers, oil resistant polyurethane outsole, goodyear welt construction, removable full-cushion insole. Bates #44					
22	8430-2255-175	Size Range(Includes half sizes) D 7 to 12	44	Bates	Pair	83.99	25-1325752
23	8430-2255-180	Size Range (Includes half sizes) EEE 9 to 12	44	Bates	Pair	83.99	25-1325752
		Staff Boots, Men's side zip Paratrooper boot, Full grain leather, black, with snap zipper cover, toe cap, steel shank, lug sole. Rocky #2064					

ITEM NO	COMMODITY CODE	DESCRIPTION OF ARTICLES	BRAND	MFG	UNIT	UNIT PRICE	VENDOR FIN
24	8430-2255-185	Size Range(includes half sizes) D 6 to 12	2064	Rocky	Pair	53.00	25-1325752
		Staff Boots, Men's side zip Paratrooper boot, Full grain leather, black, with snap zipper cover, toe cap, steel shank, lug sole. Rocky #2090					
25	8430-2255-190	Size Range(includes half sizes) D 6 to 12	2090	Rocky	Pair	65.00	25-1325752
		Commercial Vietnam-era Jungle-Style boots, traditional military construction with leather boot, breathable canvas upper, nylon web panel and ankle collar, lace up front, leather innersoles and clog-resistant Panama tread rubber soles, steel shank, color black. Altama #6850					
26	8430-2255-195	Size Range R 3 to 15	6850	Altama	Pair	43.95	58-1076369
27	8430-2255-200	Size Range W 7 to 15	6850	Altama	Pair	43.95	58-1076369

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

FOR: ALL USING AGENCIES OF THE COMMONWEALTH

SUBJECT: AGENCY NOTIFICATION OF AWARD

CONTRACT NAME: Footwear, Police Types

CONTRACT PERIOD: Beginning 12/1/00 and Ending 11/30/02

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 contractor's federal identification number must be typed in the designated space on the Field Purchase Order.

SUPPLY IDENTIFICATION NUMBER: Each item shown on the Field Purchase Order must be identified by its complete Supply 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 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.

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.

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.

DELIVERY: F.O.B. DESTINATION to any Using Agency within the Commonwealth of Pennsylvania. All articles ordered from this contract shall be delivered within a reasonable time, not to exceed thirty (30) calendar days after receipt of a Field Purchase Order (FPO), unless otherwise agreed to, in writing, between the Department of General Services and the contractor.

OPTION TO RENEW: The contract(s) may be renewed for two (2) additional 2 year(s) term by mutual agreement between the Commonwealth and the contractor(s) for each renewal. If the contract(s) is/are renewed, the same terms and conditions shall apply.

MINIMUM ORDER: Twelve (12) pair boots (or) shoes.

INQUIRIES: Direct all questions concerning this proposal to the appropriate buyer named herein.

Ann M. Kimmel

717-783-0764

fax 717-783-6241

akimmel@state.pa.us

galCONTRACTOR LIST

The contractor(s) identified by an "X" in the Act 57 column has agreed to sell the awarded item(s) at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to local public procurement units, which elect to participate in the contract. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue, or ambulance company; and any nonprofit corporation operating a charitable hospital. Unless otherwise specified below, payment terms are Net 30 days.

Act 57	CONTRACTOR #/FIN	SUFFIX	CONTRACTOR NAME/ADDRESS	TELEPHONE NO.	FAX NO.	CONTACT PERSON
X	51-0110153		DOVER ARMY-NAVY STORE INC 222 W LOCKERMAN STREET DOVER DE 19904	302-736-1959	302-736-2659	FRANK ZABACK
X	23-2817764		GALLS INC 2680 PALUMBO DRIVE LEXINGTON KY 40509	800-876-4242 EXT 2328	877-914-2557	JOHN OSBOURNE

ITEM NO	COMMODITY CODE	DESCRIPTION OF ARTICLES	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	Vendor Fin Number	Vendor Name
		Boots, Women's, Insulated, Common chemical and bloodborne pathogen penetration resistant, Full grain leather, Waterproof, Rocky Women's Eliminator 2, #4044						
28	8430-2255-205	Size Range M&W width, sizes 5 to 10	25	Pair	\$119.95	\$2,998.75	51-0110153	Dover Army-Navy Store Inc
		Boots, Womens, Not Insulated, Full-grain black leather, Rubber Talon outside, Rocky FirstMed Series #911-250						
29	8430-2255-210	Size Range M&W width, sizes 5 to 10	25	Pair	\$87.50	\$2,187.50	23-2817764	Galls Inc

Contract Number: #8430-06
Change Number #1
Change Effective Date:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All Using Agencies of The Commonwealth
Subject: Footwear, Police Types
Contract Period: Effective date of July 1, 1999 and Termination date of November 30, 2000
Buyer Name: B77/Ann M. Kimmel (717) 783-0764

CHANGE SUMMARY:

In accordance with the option to renew clause, the Commonwealth by mutual consent of the awarded vendors, has hereby renewed the subject contract for and additional 2 year period effective December 1, 2000 to November 30, 2002.

Weinbrenner Shoe Co (FIN #39-1597573) has chosen not to renew line items #9 thru #13, therefore, they will be cancelled and rebid.

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

Contract Number: #8430-06
Change Number #2
Change Effective Date:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All Using Agencies of The Commonwealth
Subject: Footwear, Police Types
Contract Period: Effective date of July 1, 1999 and Termination date of November 30, 2000
Buyer Name: B77/Ann M. Kimmel (717) 783-0764

CHANGE SUMMARY: Change Number 1 is rescinded and superseded by this change notice

In accordance with the option to renew clause, The Commonwealth by mutual consent of the awarded vendors, has hereby renewed the subject contract for an additional 2 year period effective December 1, 2000 to November 30, 2002.

Thomaston Co (FIN #13-3831025) has chosen not to renew line items #1 thru #8, therefore, they will be cancelled and rebid.

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

Contract Number: #8430-06
RIP#1/SUP #1
Change Number #3
Change Effective Date:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All Using Agencies of The Commonwealth
Subject: FOOTWEAR, POLICE TYPES
Contract Period: Effective date of July 1, 1999 and Termination date of November 30, 2000 (Renewed thru
November 30 , 2002)
Buyer Name: B77/Ann M. Kimmel (717) 783-0764

CHANGE SUMMARY:

Contractor FIN# for The Glove & Safety People is changed from 22-2220923 to 22-2229023.

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

Contract Number: 8430-06
Change Number: 4
Change Effective Date : November 1, 2002

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All Using Agencies of the Commonwealth
Subject: Footwear, Police Types
Contract Period: Effective date of July 1, 1999 and Expiration date of November 30, 2000 (renewed through November 30, 2002)
Buyer Name: Ann M. Kimmel

CHANGE SUMMARY:

The contract is hereby extended for three months or until a new contract is in place, whichever occurs first, in accordance with the option to extend clause of the contract.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.