

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

FOR: DPW - SOUTH MOUNTAIN RESTORATION CENTER & WERNERSVILLE STATE HOSPITAL ONLY

SUBJECT: AGENCY NOTIFICATION OF AWARD

CONTRACT NAME: Footwear, Furnish & Fit

CONTRACT PERIOD: Beginning December 1, 1997 and Ending November 30, 1998

CONTRACT MANUAL INDICATOR: NONE
CONTRACT RESTRICTION CODE: 2

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.

SPECIAL REQUIREMENTS: The Department of General Services reserves the right to purchase items covered under this contract through a separate competitive bidding procedure, whenever the Department deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the items exists.

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.

OPTION TO RENEW: The contract(s) or any part of the contract(s) may be renewed for two (2) additional one 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 this contract(s) is/are renewed for an additional term, a new performance bond or a rider supplementing the original bond will be required for each extended period.

FITTING OF SHOES:

- A. The successful vendor shall fit shoes every other week at the respective institution during the contract period. Distribution of the shoes will be at the next scheduled visit after fitting, fourteen calendar days after original fitting.
- B. When shoes are delivered, the successful vendor shall again fit the footwear on the patients to assure that a proper fit has been accomplished. If after shoes have been received, if the staff Podiatrist determines that an improper fit has been made, the successful vendor will be responsible for replacing the shoes with the proper size and fit at no charge to the Commonwealth.
- C. Fitting and delivery will be made between the hours of 10:00 AM and 3:00 PM Monday through Friday, except state holidays. Exact day and time for service to be furnished will be mutually agreed upon between the successful vendor and the respective institution after award of the contract.
- D. The fitting, selection and delivery of shoes will be under the supervision of the institution staff Podiatrist.

MINIMUM ORDER: \$75.00

DELIVERIES: All articles ordered from this contract shall be delivered F.O.B. DESTINATION within a reasonable time, not to exceed fourteen (14) calendar days after receipt of Field Limited Purchase Order, unless otherwise agreed to, in writing, between the Department of General Services and the contractor.

INQUIRIES: Direct all questions concerning this proposal to:

H.F. Scott, Buyer
Bureau of Purchases
P.O. Box 1365
Harrisburg, PA 17105
Telephone: (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
	51345 22-3412159		Back Open Wardrobe Specialists (BOWS) 111 W. Nicholson Road Audubon, NJ 08106	800-506-2697 or 609-310-9005	800-524-2697 or 609-547-7182	Martin Misiaszek

CONTRACT 8430-08

ITEM NO.	COMMODITY CODE NO.	DESCRIPTION	MFGR.	STYLE NO.	UNIT	UNIT PRICE	VENDOR/FIN #
2	8430-2401-085	<p>Shoes, Men's Oxford Soft supple fullgrain leather, padded collar, foam padded cushion insole, rubber or crepe sole, leather counter steel shank, lightweight tie shoe, Colors: Brown or Black Sizes 6-13 all widths.</p> <p>MUST HAVE STEEL SHANK</p> <p>Referenced Products: Stock #11562 Black and #12562 Brown Air Tech Walkers Mfg. by Endicott Johnson or Style #914 Mfg. by Eddy Shoes, PA</p>	P W MINOR	1160	PAIR	130.00	51345 22-3412159
3	8430-3500-100	<p>House Slipper, Men's Corduroy upper, foam crepe sole (may be man made), machine washable Sizes 6-13 all widths.</p> <p>Referenced Products: Style #36161 Mfg. by Wellco Enterprises, Inc, Waynesville, NC or Style #904 Mfg. by Eddy Shoes, PA.</p>	EDDY SHOES	904	PAIR	11.00	51345 22-3412159

CONTRACT 8430-08

ITEM NO.	COMMODITY CODE NO.	DESCRIPTION	MFGR.	STYLE NO.	UNIT	UNIT PRICE	VENDOR/FIN #
4	8430-3500-105	House Slipper, Men's Bootie Type, cotton upper with fleece lining, soft vinyl sole Sizes 6-13 all widths. Referenced Products: Air Baby Mfg. by Air Baby Inc, Northvale, NJ or Advanced Footwear Style # 906	ADVANCE FOOTWEAR	906	PAIR	16.00	51345 22-3412159
5	8430-2401-095	Shoes, Women's, Oxford Plain toe leather upper, three eyelet tie, wedge foam crepe sole (boater type), steel shank, leather counters, soft tricot lined, selection of at least two colors to be available, Sizes 5-11 widths B - WW. MUST HAVE STEEL SHANK Referenced Products: Style #1870 Brown, Style #1871 Black, Libra as Mfg. by Soft Spots, Lowell, Inc, Hudson, NY or Style #518 as Mfg. by Volk Shoes, MD	P W MINOR	11068	PAIR	130.00	51345 22-3412159

CONTRACT 8430-08

ITEM NO.	COMMODITY CODE NO.	DESCRIPTION	MFGR.	STYLE NO.	UNIT	UNIT PRICE	VENDOR/FIN #
6	8430-3500-110	House Slipper, Women's Nylon uppers, rubber sole, machine washable, available in various colors, Sizes 5-11 Referenced Products: Style #1690015 as Mfg. by Peterman or Style #502 as Mfg. by Advanced Footwear	ADVANCE FOOTWEAR	502	PAIR	11.00	51345 22-3412159
7	8430-3500-115	House Slippers, Women's Bootie Type, cotton upper with fleece lining, soft vinyl sole Sizes 5-11, all widths. Referenced Products: Air Baby by Air Baby Inc, Northvale, NJ or Style #506 as Mfg. by Eddy Shoes, PA	EDDY SHOES	506	PAIR	10.00	51345 22-3412159

CONTRACT 8430-08

ITEM NO.	COMMODITY CODE NO.	DESCRIPTION	MFR.	STYLE NO.	UNIT	UNIT PRICE	VENDOR/FIN #
8	8430-3500-140	<p>Convalescence Shoes, Men's & Women's Low Type, fabric uppers, a laminated fully lined velour that stretches and breathes. No counters or box toes. the upper retains its shape without them. Soles of molded synthetic elastomer are long wearing and nonskid. Soft foam insoles have terry textured facing and are removable for washing. Shoes and insoles are completely machine washable in warm water.</p> <p>Color: Black</p> <p>Sizes 5-13, Widths: Adjustable</p> <p>Referenced Product: Style 902 as Mfg. by Pulman International Corporation</p>	PULAMAN INTERNATIONAL CORP	902	PAIR	80.00	51345 22-3412159
		<p>SECTION "B"</p> <p>SHOES FOR WERNERSVILLE STATE HOSPITAL</p>					
	8430-2050	<p>Shoes; Nylon upper with suede trim; low cut jogger type; Men's, Women's; with two (2) velcro straps; full cushioned insole with arch; long wear rubber compound outsole, assorted colors, medium width.</p> <p style="text-align: center;">Reference Spalding MS3310 or Advance Footwear Mens Style #JV923M and Womens Style # JV923L</p>					

CONTRACT 8430-08

ITEM NO.	COMMODITY CODE NO.	DESCRIPTION	MFGR.	STYLE NO.	UNIT	UNIT PRICE	VENDOR/FIN #
9	080	Men's 6-1/2 thru 13	ADVANCE FOOTWEAR	JV923M	PAIR	30.00	51345 22-3412159
10	150	Women's Sizes 5 thru 10	ADVANCE FOOTWEAR	JV923L	PAIR	30.00	51345 22-3412159
	8430-2401	Dress Shoe - Mens, Womens. Cognac brown full grain leather, 3 eyelet moccasin tie, Goodyear welt construction, matching leather lacing in quarter, 3/AA brass eyelets, steel shank, leather welting. Texon insole, R & L molded counters, 2 pairs of 24" seal flat cotton laces, 15 iron millcrepe outsole, 24 iron millcrepe orthopedic heel, long counter, upper to be hand cleaned, all material and labor to be of the best quality. Reference Willits Style #89-5976 or P.W. Minor Mens Style # 922 and Womens Style # 520					
11	105	Men's - "D" Width Sizes 6-1/2 thru 12	P W MINOR	922	PAIR	130.00	51345 22-3412159
12	110	Women's - "D" Width Sizes 5 thru 11	P W MINOR	520	PAIR	130.00	51345 22-3412159

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

FOR: DPW - SOUTH MOUNTAIN RESTORATION CENTER & WERNERSVILLE STATE HOSPITAL ONLY

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SPECIAL REQUIREMENTS: The Department of General Services reserves the right to purchase items covered under this contract through a separate competitive bidding procedure, whenever the Department deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the items exists.

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FITTING OF SHOES:

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MINIMUM ORDER: \$75.00

DELIVERIES: All articles ordered from this contract shall be delivered F.O.B. DESTINATION within a reasonable time, not to exceed fourteen (14) calendar days after receipt of Field Limited Purchase Order, unless otherwise agreed to, in writing, between the Department of General Services and the contractor.

INQUIRIES: Direct all questions concerning this proposal to:

H.F. Scott, Buyer
Bureau of Purchases
P.O. Box 1365
Harrisburg, PA 17105
Telephone: (717) 787-4775

GARY E. CROWELL
SECRETARY OF GENERAL SERVICES

CONTRACT VENDOR LIST

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	51345 22-3412159		Back Open Wardrobe Specialists (BOWS) 111 W. Nicholson Road Audubon, NJ 08106	800-506-2697 or 609-310-9005	800-524-2697 or 609-547-7182	Martin Misiaszek

CONTRACT 8430-08 (Supplement #1)

ITEM NO.	COMMODITY CODE NO.	DESCRIPTION	MFGR	STYLE NO.	QTY	UNIT	UNIT PRICE	VENDOR/FIN NO.
	8430-2401	Shoes, Men's & Women's Premium Leather Uppers for a soft supple feel. Padded collar and tongue for enhanced comfort. Orthotic Heel Cup for optimum support. Resin heel counter provides stability. Reinforced stitching for added durability. Double Strap, Velcro Closure for a secure fit. Rubber outsole offers extra durability & traction Colors: Black or White Referenced Product: Stock #910 as Mfg. by Yukon						
15	125	Men's 7-13, Widths B-WW	Yukon	910	150	PAIR	50.00	51345 22-3412159
16	130	Women's 5-11, Widths B-WW	Yukon	910	150	PAIR	50.00	51345 22-3412159

Contract Number: #8430-08
Change Number #1
Change Effective Date: 10/19/98

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: DPW - SOUTH MOUNTAIN RESTORATION CENTER & WERNERSVILLE STATE HOSPITAL ONLY
Subject: Footwear, Furnish & Fit
Contract Period: Effective date of December 1, 1997 and Termination date of November 30, 1998 (Renewed thru 11/99)
Buyer Name: 74/H. F. Scott

CHANGE SUMMARY:

The Commonwealth of Pennsylvania is exercising its right to renew this contract for an additional one year term ending November 30, 1999. This is in accordance with the Option To Renew clause. This is the first renewal. The same prices, terms, and conditions shall apply. Proper security for the renewal is on file. Vendor meets the Contract Responsibility Determination.

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: #8430-08
Change Number #2
Change Effective Date: December 1, 1999

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: DPW - South Mountain Restoration Center & Wernersville State Hospital Only
Subject: Footwear, Furnish & Fit
Contract Period: Effective date of December 1, 1997 and Termination date of November 30, 1998; renewed thru November 30, 1999
Buyer Name: Nancy K. Reppert

CHANGE SUMMARY:

The Bureau of Purchases has determined that it is in the best interest of the Commonwealth to delete this contract effective November 30, 1999. Local purchasing methods may be used to procure these commodities.

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