



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

Diana Fredrick, CPPB
Diana.fredrick@doc.mo.gov
Ph: (573) 526-0591 - Fax: (573) 522-1562
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
1/26/16	Attn: Georgiana W. Lai, President Kar Wing Trading Company, Inc. 1923 Frank Stiles St. South El Monte, CA 91733	Amendment 003 CN1511601	Hi-Top Canvas Velcro Bobs Various Locations

CONTRACT # CN1511601 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1.1 and 2.2.1 on page 3, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract at a 3.5% increase in price for line item 001 for the period of February 6, 2016 through February 5, 2016.

The price for the new contract period is as follows:

Line item 001 – Cruiser Hi-Top Canvas Velcro Bobs – \$6.57 per pair.

All other terms, conditions and provisions of the previous contract period shall remain and apply hereto.

Return of this amendment by the contractor is not required.

.....

This amendment is accepted by the Missouri Department of Corrections as follows: **In its entirety.**

Dave Dormire, Director, Division of Adult Institutions

Date



STATE OF MISSOURI
 MISSOURI DEPARTMENT OF CORRECTIONS
 CONTRACT AMENDMENT
 RETURN AMENDMENT NO LATER THAN SEPTEMBER 25, 2015 TO:
 Diana Fredrick, CPPB
 Diana.fredrick@doc.mo.gov
 (573) 526-0591 - (573) 522-1562 (Fax)
 FMU: PURCHASING SECTION
 P.O. BOX 236
 JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
09/21/15	Attn: Georgiana W. Lai, President Kar Wing Trading Co., Inc. 1923 Frank Stiles St. South El Monte, CA 91733	Amendment 002 CN1511601	Hi-Top Canvas Velcro Bobs Various Locations

CONTRACT CN1511601 IS HEREBY AMENDED AS FOLLOWS:

Case size for the following item has changed. The new information for this item is as follows:

Item 001:
 Cruiser Hi-Top Canvas Velcro Bobs
 Case Count = 18

All terms, conditions and provisions of the contract, including prices, shall remain the same and apply hereto. The contractor shall complete, sign and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: Kar Wing Trading Co., Inc.
 Mailing Address: 1923 Frank Stiles St.
 City, State Zip: South El Monte, CA 91733
 Telephone: (800) 350-8138
 E-Mail Address: sales@karwing.com
 Authorized Signer's Printed Name and Title: Georgiana W. Lai / President
 Authorized Signature: Date: 9/24/2015

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

10/2/15
 Dave Dormire, Division Director, Division of Adult Institutions Date



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

RETURN AMENDMENT NO LATER THAN AUGUST 31, 2015 TO:
Diana Fredrick, CPPB
Diana.fredrick@doc.mo.gov
(573) 528-0591 - (573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
08/27/15	Attn: <u>Laura Weigand</u> Kar Wing Trading Company, Inc. 1923 Frank Stiles Street South El Monte, CA 91733	Amendment 001 CN1511601	Hi-Top Canvas Velcro Bobs Various Locations

CONTRACT CN1511601 IS HEREBY AMENDED AS FOLLOWS:

The Missouri Department of Corrections desires to amend contract CN1511601 to add additional delivery locations that will utilize the contract to purchase line item 001. The delivery locations to be added to the contract shall be as listed on Attachment 001.

All terms, conditions and provisions of the previous contract period, including price, shall remain and apply hereto. The contractor shall complete, sign and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: Kar Wing Trading Co., Inc.

Mailing Address: 1923 Frank Stiles St.

City, State Zip: South El Monte, CA 91733

Telephone: (800) 538-8331

E-Mail Address: sales@karwing.com

Authorized Signer's Printed Name and Title: Georgiana W. Lai / President

Authorized Signature: Date 8/27/2015

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

Dave Dormire, Division Director, Division of Adult Institutions

8/27/15
Date

ATTACHMENT 1

ALGOA CORRECTIONAL CENTER

8501 No More Victims Rd.
Jefferson City, MO 65101
PH: 573-751-3224

FULTON RECEPTION & DIAGNOSTIC CENTER

1393 Highway O
Fulton, MO 65251
PH: 573-592-4040

MISSOURI EASTERN CORRECTIONAL CENTER

18701 Old Highway 66
Pacific, MO 63069
PH: 636-257-3322

SOUTHEAST CORRECTIONAL CENTER

300 E. Pedro Simmons Drive
Charleston, MO 63834
PH: 573-683-4409

CHILlicoTHE CORRECTIONAL CENTER

3151 Litton Road
Chillicothe, MO 64601
PH: 660-646-4032

KANSAS CITY RE-ENTRY CENTER

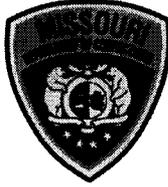
651 Mulberry Street
Kansas City, MO 64106
PH: 816-842-7467

NORTHEAST CORRECTIONAL CENTER

13698 Airport Road
Bowling Green, MO 63334
PH: 573-324-9975

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

INVITATION FOR BID



Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Buyer of Record:
Diana Fredrick, CPPB
Procurement Officer II
Telephone: (573) 526-0591
Diana.Fredrick@doc.mo.gov

IFB CN15116

Hi-Top Canvas Velcro-Bobs

FOR

Department of Corrections
Various Locations

Contract Period: Date of Award through One Year
Date of Issue: January 7, 2015
Page 1 of 31

Bids Must Be Received No Later Than:

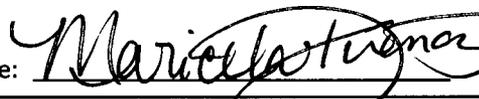
2:00 p.m., Wednesday, January 28 , 2015

Sealed bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: Kar Wing Trading CO., Inc.
Mailing Address: 1923 Frank Stiles Street
City, State, Zip: South El Monte, CA 91733
Telephone: (800) 538-8331 Fax: (626) 350-0440
Federal EIN #: 95-4118150 State Vendor #: Will apply certification of authority upon request.
Email: Sales@karwing.com

Authorized Signer's Printed Name and Title: Maricela Dueñas, Account Executive

Authorized Signature:  Bid Date: 1/21/15

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows: in its entirety.

Contract No. CN1511601


Dave Dormire, Division Director, Division of Adult Institutions

1/26/15
Date

The original cover page, including amendments, should be signed and returned with the bid.

EXHIBIT A
PRICING PAGE

The bidder must state **only one** firm fixed price delivered FOB Destination Prepaid and Allowed to the ERDCC, FCC and PCC for the item it is bidding. If bidding multiple brands for the item, it is requested bidders make a copy of **EXHIBIT A, Pricing Page** to use for each alternate bid and clearly mark the pages "**alternate bid #1, alternate bid #2**", etc. Prices quoted shall be considered firm and fixed throughout the contract period.

LINE ITEM	MANDATORY SPECIFICATIONS	ESTIMATED ANNUAL QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
001	Hi-Top Canvas Velcro-Bobs <ul style="list-style-type: none"> • Minimum 10 oz. Canvas Outsole • Heavy-duty, double-lined canvas uppers • Minimum of 4 Velcro closures • Non-metal loopholes • Non-metal construction • Reinforced rubber toe cap • Non-skid, non-marking rubber soles 	710	Pair	\$ <u>6.35</u> Pair
Maximum Case Count = 12 Pair		Case Count = <u>12</u> Pair		
Bidder to state the following:				
Brand: Cruiser				
Catalog/Item # BH4VM				
<i>At minimum, must be available in men's whole sizes 8-14</i>				
Sizes Available: 8 to 14, (8½ to 12½)				
Women's Sizes Order <u>5 to 13</u> Size(s) Smaller				
Wide Widths Available: Standard wide width				
If no wide widths available, please indicate what size up to order for wide width: Standard wide width				
Colors Available: Black				

EXHIBIT A, Pricing Page continued on next page

EXHIBIT A, Pricing Page (Continued)

MANDATORY SPECIFICATIONS	BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION
Minimum 10 oz. canvas outsole? (Attach specification sheet)	Comply - Minimum 10 oz. canvas outsole
Heavy-duty, double-lined canvas uppers?	Comply - Heavy-duty, double-lined canvas upper
Minimum of 4 Velcro closures?	Comply - 4 Velcro closures
Non-metal loopholes?	Comply - Non-metal loopholes
Non-metal construction?	Comply - Non-metal construction
Reinforced rubber toe cap?	Comply - Reinforced rubber toe cap
Non-metal loopholes?	Comply - Non-metal loopholes
Non-skid, non-marking rubber soles?	Comply - Non-skid, non-marking rubber soles
Shoes are of retail quality?	Comply - Shoes are of retail quality
Sizing template or exchanges at no cost to the Department? (Bidder to indicate sizing template, exchanges, or both)	Upon receipt we can send you sizes 8 to 14, 1 pair of each size. Whole sizes only. To use as a size template.

Delivery:

The bidder should state the number of calendar days for delivery after receipt of first order: 2 to 14 days.
 Additionally, the bidder should state the number of calendar days for delivery after receipt of all subsequent orders ARO: 2 to 14 days.

Bidder's Acceptance of the State Purchasing Card (Visa):

The bidder should indicate agreement/disagreement to allow the Department to make purchases using the state purchasing card (Visa). If the bidder agrees, the bidder shall be responsible for all service fees, merchant fees and /or handling fees. Furthermore, the bidder shall agree to provide the items/services at the prices stated herein:

Agreement X Disagreement _____

Terms:

The bidder should state below its discount terms offered for the prompt payment of invoices:

 0 % if paid within N/A days of receipt of invoice

Web Site:

The bidder should state web site address if online invoicing is available: N/A

EXHIBIT A, Pricing Page (Continued)

RENEWAL OPTION: The bidder **must** indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option period. If a percentage is not quoted (i.e. left blank), the Department shall have the right to execute the renewal option at the same price(s) quoted for the original contract period. Statements such as “percentage of the then-current price” or “consumer price index” are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the ORIGINAL contract price, NOT against the previous year’s price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below shall be used in the cost evaluation to determine the maximum financial liability to the Department.

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

<u>MAXIMUM INCREASE</u>		<u>OR</u>	<u>MINIMUM DECREASE</u>	
<u>RENEWAL PERIOD</u>	<u>ORIGINAL CONTRACT PRICE PLUS %</u>		<u>RENEWAL PERIOD</u>	<u>ORIGINAL CONTRACT PRICE MINUS %</u>
1 ST	3.5 %	OR	1 ST	N/A %
2 ND	7 %	OR	2 ND	N/A %

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the item(s) at the prices quoted, in accordance with all requirements and specifications contained herein and in accordance with the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with its bid.

Company Name: Kar Wing Trading Co., Inc.

Printed Name: Maricela Dueñas Email: sales@karwing.com

Authorized Signature:  Date: 1/21/15

Kar Wing Trading Co., Inc.

Certified: •SBA8(a)case#305112•SB#7988•WMBE#25173•DBE#9942•CBE#83517
•HubZone #50553

1923 Frank Stiles Street
South El Monte
California, 91733-3716
T: 800.538.8331 F: 626.350.0440
www.karwing.com
sales@karwing.com

IFB#: CN15116
Line Item: 001

Title: Hi-Tops Canvas Velcro-Bobs

Open Date: 01/28/2015
Open Time: 2:00 p.m.

Contact Person: Maricela Dueñas (ext. 14)

Men's Heavy Duty Hi-Top Canvas Velcro Basketball Shoes (No Metal in the whole shoe)

- ☛ 3 x 4 heavy canvas upper, 2 x 2 canvas lining and socklining for moisture wicking
- ☛ 2 x 2 canvas inner cap
- ☛ 4 Strong Velcro Closures, each 2.4 CM wide with different adjustable lengths
- ☛ 1.75" Diameter ankle protection PVC patch on each shoe
- ☛ 3-4 MM wide heavy embroidery to reinforce strength of non-metal eyelets
- ☛ Cookie arch support
- ☛ Full sponge cushioned insole
- ☛ Reinforced counter to enhance heel support
- ☛ White rubber toe cap
- ☛ White rubber foxing with additional bumper
- ☛ 7" high from outsole bottom to high top opening
- ☛ Slip-resistant non marking white rubber outsole

Size Available: Men: 6½ to 12½; **6 to 18**
 Women: 5½ to 12½, **5 to 13**
 Boys: 4½ to 5½; **1 to 5**

Color Available: Black
Packing: 18 pairs/ carton
Brand: **Cruiser®**
Style No.: **BH4VM (men) BH4VML (women)**



**EXHIBIT B
 DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

In accordance with sections 34.350-34.359 RSMo, the bidder is instructed to provide information regarding the point of manufacture for each of the products being bid so that the product's eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The bidder may be required to provide supporting documentation indicating proof of compliance.

Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances exists:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

THE BIDDER MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

- (Table 1) ALL products bid are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference;
 OR
 (Table 2) ALL products bid are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR
 (Tables 3-6) Not all products bid fall into the prior two categories so an item-by-item certification is necessary.

The bidder is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

TABLE 1 – ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (Eligible for preference)

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED IN THE U.S. N/A

TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DO NOT QUALIFY FOR PREFERENCE (ineligible for preference)

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference: X

TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS BID FALL INTO THE PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is bid, complete **Table 3**.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete **Table 4**.
- For those line items which are **not** manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359 RSMo, complete **Table 5**.
- For those line items which are **not** manufactured or produced in the U.S., but for which there is **only one** U.S. Manufacturer of that product or line of products, complete **Table 6**.

TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)

- List item numbers of products bid that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.
- List U.S. city and state where products bid are manufactured or produced.

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced
	N/A		

**EXHIBIT B (continued)
 DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)

- List item numbers of products bid that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
- List country where product bid is manufactured or produced.

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced
001	China		

TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)

- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.
- Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.
- NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation
	N/A		

TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)

- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify sole US manufacturer name.
- Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good
	N/A		

The bidder is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.	
SIGNATURE 	Maricela Dueñas, Account Executive 4/24/15
COMPANY NAME Kar Wing Trading Co., Inc.	

Kar Wing Trading Co., Inc.

Certified: •SBA8(a)case#305112•SB#7988•WMBE#25173•DBE#9942•CBE#83517
•HubZone #50553

1923 Frank Stiles Street
South El Monte
California, 91733-3716
T: 800.538.8331 F: 626.350.0440
www.karwing.com
sales@karwing.com

January 23, 2015

Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive
Jefferson City, MO 65109

Attn: Diana Fredrick, Procurement Officer II

IFB: CN15116

Title: Hi-Top Canvas Velcro-Bobs

Bid Opening and Time: January 28, 2015 at 2:00PM

Dear Procurement Officer II:

We are pleased to submit the following documents with our bid proposal:

1. Duly signed and Completed Bid Package (32 pages)
 - *** Including Vendor Information Data Form
2. Specification Sheet
3. Kar Wing Warranty
4. Capabilities Statement
5. Certification Sheet & certifications (6 pages)
 - *** SBA8 (a) Certification
 - *** HubZone Certification
 - *** CA DOT WMBE
 - *** Seller's Permit
 - *** Certificate of Good Standing
6. Authorization Letter

We hope our offer will receive your favorable consideration. If you have any questions or concerns, please feel free to contact me at (800) 538-8331 ext. 14. We look forward to doing business with your department.

Sincerely,



Maricela Dueñas
Account Executive
Encs. As mentioned above

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes an invitation for competitive, sealed bids from prospective bidders to establish a contract for the provision of hi-top canvas Velcro bobs for the Missouri Department of Corrections (hereinafter referred to as the "Department") Eastern Reception, Diagnostic Correctional Center (hereinafter referred to as "ERDCC"), Farmington Correctional Center (hereinafter referred to as "FCC"), and Potosi Correctional Center (hereinafter referred to as the "PCC"), in accordance with the requirements and provisions stated herein.

1.1.2 Pursuant to paragraph 4.a. of the terms and conditions of this IFB, written questions, request for changes, clarifications or otherwise, advise the Department if any language, specifications or requirements of this IFB appear to be ambiguous, contradictory, and/or arbitrary are due no later than ten (10) calendar days prior to the official bid opening.

- a. Any questions, requests, advice by a bidder must be submitted in writing to the Buyer of Record and clearly marked IFB CN15116, Hi-Top Canvas Velcro Bobs. It is preferred that communications are sent via e-mail to Diana.fredrick@doc.mo.gov.

1.2 Organization:

1.2.1 This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

Section 1. - Introduction and General Information	Exhibits A-F
Section 2. - Contractual Requirements	Terms and Conditions
Section 3. - Performance Requirements	
Section 4. - Bidder's Instructions	
Section 5. - Evaluation and Award	

1.3 History:

1.3.1 This solicitation is a rebid of IFB CN15047. Award was not made.

1.4 General Information:

1.4.1 **Terms and Conditions** - It is recommended that all bidders review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:

- Open Competition
- Preparation of Bids
- Submission of Bids
- Evaluation and Award

1.4.2 **Background Information:** The Department has many recreational programs to benefit the offenders, one of which is physical fitness. The location and estimated population of each institution is as follows:

- a. ERDCC is located at 2727 Highway K, Bonne Terre, MO 63628, and has an estimated population of 2,955 offenders.
- b. FCC is located at 1012 W. Columbia Street, Farmington, MO 63640, and has an estimated population of 2,600 offenders.
- c. PCC is located at 11593 State Highway O, Mineral Point, MO 63660, and has an estimated population of 900 offenders.

1.4.3 The estimated annual expenditure for hi-top canvas Velcro bobs is \$15,000.00.

1.4.4 *Funds* - Expenditures from general revenue funds are not included in this contract.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract Period:

2.1.1 The original contract period shall be as stated on page one of the IFB. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for two (2) additional twelve (12) month periods or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period pursuant to applicable option clauses of this document.

2.2 Renewal Periods:

2.2.1 If the Department exercises its option for renewal, the contractor shall agree that the price for the renewal period shall not exceed the maximum percentage increase or be less than the minimum percentage decrease quoted for the applicable renewal period as stated on **EXHIBIT A, Pricing Page**, of the contract.

- a. If renewal percentages are not provided, then the price during the renewal period shall be the same as during the original contract period.
- b. The Department does not automatically exercise its option for renewal based upon the maximum percentage and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum stated.

2.3 Contract Price:

2.3.1 All prices shall be as stated on **EXHIBIT A, Pricing Page**. The Department shall not pay, nor be liable, for any other costs including, but not limited to, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.4 Point of Contact:

2.4.1 The contractor shall function as the single point of contact for all contract activities regardless of any subcontract arrangement for any product or service. This shall include assuming responsibilities and liabilities for any and all problems relating to all materials, equipment and services provided.

2.5 Invoicing and Payment Terms:

2.5.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of services rendered. Payment terms should be Net 30 unless otherwise stated in the IFB.

2.5.2 The contractor shall accurately invoice per the prices indicated on **EXHIBIT A, Pricing Page**.

2.5.3 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases under this contract. Unless exception to this condition is indicated on **EXHIBIT A, Pricing Page**, the contractor agrees to accept the state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges.

- a. If the Department issues a purchase order, an itemized invoice shall be emailed to DOC.CanteenPayables@doc.mo.gov or mailed to:

Attn: Offender Financial Services – Accounts Payable
Missouri Department of Corrections
PO Box 1609
Jefferson City, MO 65102

- 2.5.4 Each invoice submitted must be specific to one purchase order number. The purchase order number must be referenced on the invoice and the invoice must be itemized in accordance with the item listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line.

- a. If the state purchasing card (Visa) is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day. **The state purchasing card shall not be charged until all goods/services have been received and accepted.**

- 2.5.5 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.

- 2.5.6 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A, Pricing Page** the web site address where the Department staff may access invoices. Upon award of a contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

2.6 Contractor's Employees:

- 2.6.1 The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least eighteen (18) years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks annually for the contractor and the contractor's employees and agents that have the potential to have contact with offenders.
- 2.6.2 The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- 2.6.3 The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- 2.6.4 The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.

a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.

(1) Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.

(2) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.

2.6.5 The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

2.6.6 If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

2.7 Subcontractors:

2.7.1 Any subcontract for the items/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department and to ensure that the Department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the items/services in the contract shall in no way relieve the contractor of the responsibility for providing the items/services as described and set forth herein. The contractor must obtain the approval of the Department prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.8 Business Compliance:

2.8.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

- 2.9 Participation by Other Organizations:** The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.
- 2.9.1 The contractor shall prepare and submit to the Department a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Department.
- 2.9.2 The Department will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the Department may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Department determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- 2.9.3 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.
- a. The contractor must obtain the written approval of the Department for any new entities. This approval shall not be arbitrarily withheld.
- b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Department detailing all efforts made to secure a replacement. The Department shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

3. PERFORMANCE REQUIREMENTS

3.1 General Requirements:

- 3.1.1 The contractor shall provide hi-top canvas Velcro bobs on an as needed if needed basis as ordered by the ERDCC, FCC and PCC. Hi-top canvas Velcro bobs provided under the contract shall conform to all mandatory specifications, terms, conditions and requirements as stated herein. Hi-top canvas Velcro bobs not conforming to the requirements stated herein, including approved substitutions, shall not be accepted.

3.2 Specifications:

- 3.2.1 Specifications for hi-top canvas Velcro bobs are listed on **EXHIBIT A, Pricing Page**.
- 3.2.2 At minimum, hi-top canvas Velcro bobs must be available in men's whole sizes 8-14.
- 3.2.3 All hi-top canvas Velcro bobs must be of retail quality.

3.3 Case Size:

- 3.3.1 Maximum case size is indicated on **EXHIBIT A, Pricing Page**. Cases shall not exceed the maximum case size allowed.

3.4 Sizing Template and Exchanges:

- 3.4.1 The contractor shall issue one sizing template for the shoe awarded to ERDCC, FCC and PCC for proper sizing upon notice of award or offer size exchanges at no cost to the Department.

3.5 Warranty:

- 3.5.1 The contractor must warrant to the Department that shoes furnished under this contract will be of first line quality and new condition. The contractor shall also guarantee that all materials used in the manufacturing of the shoes shall meet or exceed all applicable industry standards.

3.6 Item Packaging Requirements:

- 3.6.1 The contractor shall provide packaging necessary to protect shoes from physical and environmental damage during shipping and handling. Cushioning materials shall be included, as required, to protect and restrict movement of the shoes within the package.

3.7 Substitution of Product or Item Changes:

- 3.7.1 **Substitution of Product** - Following award of the contract, no substitution of an awarded item will be permitted except in the case of natural disaster, item discontinuation by the manufacturer or supplier, or the inability of a manufacturer or supplier to ship. The contractor must provide documentation from the manufacturer or supplier to substantiate the occurrence of any of these aforementioned situations.

- 3.7.2 The contractor shall be obligated to obtain a substitution to replace an awarded item that meets or exceeds the specifications of the item that was originally awarded at no additional cost to the Department. Substitutions must be approved in advance by a formal contract amendment.

a. Special run or mock-up items will not be accepted for substitution.

- 3.7.3 The Department reserves the right to allow the contractor to substitute any new item offered by the contractor on all unshipped and future orders if quality is equal to or greater than the item under contract and if the price is equal to or less than the contract price. The Department shall be the final authority as to the acceptability of the proposed substitution.

- 3.7.4 **Item Changes** - The contractor must **immediately notify** the Department prior to the discontinuation of an awarded item. Whenever possible, the contractor must accept orders for items which are to be discontinued for a full thirty (30) days following notice to the Department of such discontinuation.

a. No material change shall be made on any item awarded to the contractor without written approval by a formal contract amendment. The contractor must submit documentation from the manufacturer or supplier to verify any material change.

b. Samples for testing shall be submitted if requested by the Department. All samples requested and submitted will be tested as indicated in paragraph 4.2.4 of the contract.

3.8 Replacement of Damaged/Defective Product:

- 3.8.1 The contractor shall be responsible for replacing any item received that is defective or in damaged condition at no cost to the Department. This includes all shipping costs for returning damaged or defective items to the contractor for replacement.

3.9 Minimum Orders:

- 3.9.1 There shall be no minimum order requirements other than the smallest unit of order (pair).

3.10 Delivery Performance:

- 3.10.1 The item awarded under this IFB must be available for delivery to ERDCC, FCC, and PCC.
- 3.10.2 Orders shall be placed by the institutions. The contractor must begin accepting orders upon notice of award. Initial orders must be delivered within **sixty (60) business days** upon receipt of an authorized purchase order or state purchasing card transaction notice and subsequent orders must be delivered within **thirty (30) business days** upon receipt of an authorized purchase order or state purchasing card transaction notice. All orders received on the last day of the contract must be shipped at the contract price.
- 3.10.3 Delivery shall include unloading shipments at the Department dock or other designated unloading site(s) as requested by the Department. **All orders must be shipped FOB Destination, Freight Prepaid and Allowed.**
- 3.10.4 Deliveries shall be made as requested by the ordering institution. **The contractor must coordinate its delivery schedule with the ordering institution.** Any change in delivery schedule must be approved by the ordering institution a minimum of twenty-four (24) hours in advance prior to the implementation date of such change. Institutions have specific times that deliveries can be accepted. A delivery arriving during a time the institution does not accept deliveries will be delayed or refused. Any additional cost for delay or redelivery shall be the responsibility of the contractor.

- a. Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri web site at:

<http://content.ia.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.

- b. Delivery Addresses: Missouri Department of Corrections
Eastern Reception, Diagnostic and Correctional Center
2727 Highway K
Bonne Terre, MO 63628
573-358-5516, Ext. 1803

Missouri Department of Corrections
Farmington Correctional Center
1012 W. Columbia Street
Farmington, MO 63640
573-218-7100, Ext. 201

Missouri Department of Corrections
Potosi Correctional Center
11593 State Highway O
Mineral Point, MO 63660
Phone: 573-438-6000, Ext. 1209

3.10.5 Delays in Delivery Performance:

- a. If at any time the contractor should encounter conditions impeding delivery of an awarded item(s), the contractor shall immediately notify the Department's Purchasing Section in writing of the fact of delay, its likely duration, and its cause(s). As soon as practical after the receipt of the contractor's notice, the Department shall evaluate the situation and may, at its sole discretion, extend the contractor's time for delivery.
- b. A delay by the contractor in the performance of its delivery obligations shall render the contractor liable for additional costs incurred by the Department to obtain product from other sources unless an extension of time is agreed upon pursuant to 3.10.5 a.

4. BIDDER'S INSTRUCTIONS

4.1 Contact:

4.1.1 Pursuant to paragraph 4.a. of the Terms and Conditions of this IFB, bidders are cautioned not to contact any other employee of the Department concerning this procurement during the competitive procurement and evaluation processes except for the Buyer of Record. Inappropriate contacts are grounds for exclusion from this or future bidding opportunities.

4.2 Submission of Samples:

4.2.1 **If requested**, the bidder may be required to submit one (1) sample of each brand bid in a **pair of Men's US size (11)** for bid evaluation. If requested, the bidder must provide the sample(s) within five (5) business days of notification by the Buyer of Record. A bidder failing to submit a sample(s) within five (5) business days after notification may not be considered for award. All samples shall be provided at no cost to the Department.

4.2.2 If requested, samples must be submitted to the following address, and the bidder should identify each sample with its company name, bid number, and item name.

Attn: Diana Fredrick, CPPB
Missouri Department of Corrections
FMU/Purchasing Section
2729 Plaza Drive
Jefferson City, MO 65109

4.2.3 All samples must be of the brand name that the bidder is bidding. **Special run or mock-up samples will not be accepted.**

4.2.4 The sample(s) will be evaluated for meeting the required specifications of the IFB and to determine overall acceptability. Other considerations may include packaging and the condition of the packaging materials the sample(s) is contained in. If sample testing indicates that the product does not meet the required specifications or is found otherwise unacceptable, award shall not be made to that bidder.

4.2.5 The sample of the awarded item will not be returned. Non-awarded samples not destroyed in testing shall be returned to the bidder at the bidder's request and expense. Bidders should submit their request to the Buyer of Record stated on the first page of this IFB within ten (10) days after the official bid opening. The request should include the bid name and number and the item(s) to be returned. A call tag must accompany the request. Samples not returned are donated to charity.

4.2.6 The sample submitted **must be the exact item bid** and it must conform to the mandatory IFB specifications. If awarded a contract, the bidder hereby agrees that the product provided under contract shall be the same as submitted for sample testing for the duration of the contract.

4.2.7 All sample products submitted must be of retail quality.

4.3 **EXHIBIT A, Pricing Page:**

4.3.1 The bidder must submit a **firm fixed price** on **EXHIBIT A, Pricing Page** for the item bid.

- a. The price quoted shall include all packing, handling, shipping and freight charges FOB destination freight prepaid and allowed. The Department shall not make additional payments or pay add-on charges for freight or shipping.

4.3.2 **Estimated Quantity** - The quantity listed on **EXHIBIT A, Pricing Page** is an estimated cumulative total based on historical data of the same or similar product. The Department makes no guarantees of single order quantities or total aggregate order quantities.

4.3.3 The bidder should complete the "Terms" and the "Bidder's Acceptance of the State Purchasing Card" sections on **EXHIBIT A, Pricing Page**.

4.4 Preferences:

4.4.1 **American Made:** In accordance with the Domestic Product Act (hereinafter referred to as the Buy American Act), sections 34-350 through 34.359 RSMo, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

a. Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.

b. The requirements of the Buy American Act shall not apply if other exceptions to the Buy American Act mandate in section 34.353 RSMo are met.

c. If the bidder claims there is only one line item of the good manufactured or produced in the United States, section 34.353 (2) RSMo, or that one of the exceptions of section 34-353 (3) RSMo applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of the contract.

d. In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353 RSMo. Therefore, the bidder should complete and return **EXHIBIT B**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

e. If the lowest priced bidder's products qualify as American-made, or in the event all of the bidders or none of the bidders qualify for the Buy American preference, no further calculation is necessary.

f. If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the bidder MUST disclose such fact and provide details with the bid.

4.4.2 **Missouri Service-Disabled Veteran Business Enterprise Preference** – Pursuant to section 34.074 RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprise and who complete and submit **EXHIBIT C, Missouri Service-Disabled Veteran Business Enterprise Preference** with the bid. If the bid does not include the completed **EXHIBIT C** and the documentation specified on **EXHIBIT C** in accordance with the instructions provided therein, no preference points will be applied.

a. If the lowest priced bid qualifies for the preference, or in the event no bidders qualify for the preference, no further calculation is necessary.

4.4.3 **Organization for the Blind and Sheltered Workshop** – Pursuant to section 34.165 RSMo, and 1CSR 40 1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo.

a. In order to qualify for the ten (10) bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized to any extent in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
 - **Participation Commitment** - The bidder must complete **Exhibit D, Participation Commitment**, by identifying the organization for the blind or sheltered workshop, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the **Participation Commitment** form.
 - **Documentation of Intent to Participate** – The bidder must either provide a properly completed **Exhibit E, Documentation of Intent to Participate** form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete **Exhibit E**, or provide a recently dated letter of intent.

b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>

c. The websites for the Missouri Lighthouse for the Blind and the Alphonse Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alphonse.org>

- 1) Commitment – If the bidder's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on **Exhibit D**, shall be interpreted as a contractual requirement.

4.4.4 The Blind/Sheltered Workshop preference required under section 34.165 RSMo and 1 CSR 40 1.050 allows for ten (10) bonus points to a qualifying vendor. If the lowest priced bidder qualifies for the preference, or in the event none of the bidders qualify for the preference, no further calculation is necessary.

4.5 Employee Bidding/Conflict of Interest:

4.5.1 Bidders who are employees of the State of Missouri, a member of the General Assembly, or a statewide elected official, must comply with sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an employee of the State of Missouri, a member of the General Assembly, or a statewide official, please complete **EXHIBIT F, Miscellaneous Information**.

4.6 Compliance with Terms and Conditions:

4.6.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to the Department's terms and conditions may render a bidder's bid non-responsive and may remove it from consideration for award.

4.7 Bid Detail Requirements and Deviations:

4.7.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify detailed specifications for the product/services being offered and any deviations from both the mandatory and desirable specifications stated in the IFB and/or on **EXHIBIT A, Pricing Page**. Any deviation from a mandatory requirement may render the bid non-responsive; any deviation from a desirable specification may be reviewed by the Department as to its acceptability and impact on competition. A deviation from a mandatory specification should be addressed by the bidder in detail sufficient to explain whether the deviation alternatively meets or exceeds the mandatory specification; said explanation shall be required of the bidder if requested by the Buyer of Record.

4.8 Submission of Bids:

4.8.1 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.

4.8.2 Bids are due no later than the bid date and time as stated on the first page of this IFB.

4.8.3 **Vendor Information Data Form** - The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 04-09, this form can be downloaded at <http://doc.mo.gov/DHS/Contracts.php> and submitted with the bid response, mailed, or faxed to the number indicated on the form, or emailed directly to DOC.VendorInfo@doc.mo.gov.

5. EVALUATION AND AWARD

5.1 Evaluation:

5.1.1 The evaluation shall include the original contract period plus the renewal periods. The estimated quantity shall be taken into consideration to compute the total price for the original contract period and renewal periods.

5.1.2 The cost evaluation shall be calculated as follows:

- a. The initial contract period cost will be calculated by multiplying the individual cost per pair by the estimated quantity.
- b. A cost for each renewal period will be calculated in the same manner as indicated in paragraph 5.1.2 a. The total cost of the initial contract and each renewal period will be added together to arrive at the total bid price.

5.1.3 **Buy American Preference** – If calculations for the Buy American preference are necessary, items bid **not** meeting proof of compliance with section 34.353 RSMo in accordance with the Domestic Procurement Act, sections 34-350 RSMo through 34.359 RSMo, the Buy American preference shall be computed as follows:

$$\text{Total Bid Price} \times 1.10 = \text{Total Evaluated Bid Price}$$

5.1.4 **Determination of Lowest Priced Bidder including Consideration of Preferences** - After completing the cost evaluation and determining preference bonus points, the bidder with the most cost points is considered the lowest bidder. Cost points shall be computed for the total evaluated bid price as follows:

$$\frac{\text{Lowest Responsive Total Evaluated Bid Price} \times 100 + \text{earned preference points}}{\text{Compared Total Evaluated Bid Price}} = \text{Total Cost Points}$$

NOTE: The prompt payment discount terms on contracts will not be used in any cost calculation.

5.2 Award:

5.2.1 Award shall be made to the bidder whose item meets the required specifications and has the highest total cost points.

EXHIBIT C
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Missouri Department of Corrections has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

STANDARDS:

The following standards shall be used by the Missouri Department of Corrections in determining whether an individual, business, or organization qualifies as an SDVE:

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- having the management and daily business operations controlled by one (1) or more SDVs;
- having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a bidder meets the standards of a qualified SDVE as stated above, and unless previously submitted within the past five (5) years to the Missouri Department of Corrections the bidder **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference.

- A copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- A copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- A completed copy of this exhibit.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT C, continued on next page

EXHIBIT C (continued)
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

N/A

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

The SDVE bidder should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified herein to the state agency and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the state agency.

Date SDV Documents were submitted: _____

Previous Bid/Contract Number for Which the SDV Documents were submitted: _____
(If known)

FOR STATE USE ONLY

SDV's Documents - Verification Completed By:

Procurement Officer

Date

EXHIBIT D
Participation Commitment

Organization for the Blind/Sheltered Workshop Participation Commitment – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop, the bidder must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the bidder’s bid.

Organization for the Blind/Sheltered Workshop Commitment Table By completing this table, the bidder commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract. (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The bidder should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1. N/A	Product/Service(s) proposed: ----- IFB Paragraph References:
2. N/A	Product/Service(s) proposed: ----- IFB Paragraph References:

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT E

DOCUMENTATION OF INTENT TO PARTICIPATE

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

~ Copy This Form For Each Organization Proposed ~

Bidder Name: N/A

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.

N/A

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop

Name of Organization: _____
(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you (as the participating organization) have agreed to provide:

Authorized Signature:

Authorized Signature of Participating Organization
(Organization for the Blind or Sheltered Workshop)

Date
(Dated no earlier than the
IFB issuance date)

EXHIBIT F
Miscellaneous Information

Employee Bidding/Conflict of Interest

If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		N/A
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in bidder's organization:		_____ %

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STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
- b. **Agency and/or Department** means the Missouri Department of Corrections.
- c. **Amendment** means a written, official modification to an IFB or to a contract.
- d. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- f. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- g. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
- h. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Exhibits, Attachments, and Amendments.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- n. **Pricing Page(s)** applies to the Exhibit on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. CONTRACT ADMINISTRATION

- a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
- b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements or evaluation process stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten (10) calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs are available for viewing and downloading on the Department's website.
- f. The Department reserves the right to officially amend or cancel an IFB after issuance.

5. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges, and shall be delivered to the Department's designated destination FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from the bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.

- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

6. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must be submitted by a duly authorized representative of the bidder's organization, contain all information required by the IFB, and be priced as required. Bidders are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the bidder to ensure their bid is in the Department's Purchasing office no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with the official IFB number **and** the official opening date and time. Different bids should not be placed in the same envelope; however, copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Department may be modified by a signed, written notice which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the Department's Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. Bidders must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

7. BID OPENING

- a. Bid openings are public on the opening date and time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The Department will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the Department's Purchasing office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

8. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.

- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the bidder(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

10. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

11. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- d. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Department's rejection and shall be returned to the contractor at the contractor's expense.

- e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.
- f. The Department reserves the right to purchase goods and services using the state purchasing card.

12. DELIVERY

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.
- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

13. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by the Department pursuant to a contract shall be deemed accepted until the Department has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements, or which are otherwise unacceptable or defective, may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective, or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection), may be rejected.
- c. The Department reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The Department's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

14. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the Department's acceptance of or payment for said equipment, supplies, and/or services.

15. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

16. CONTRACTOR STATUS

- a. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss, costs (including attorney fees), and damage of any kind related to such matters.

17. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim by the Department of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the Department of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the Department for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the Department.

18. SEVERABILITY

- a. If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.

19. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (10) working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach, or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

20. TERMINATION OF CONTRACT

- a. The Department reserves the right to terminate the contract at any time for the convenience of the Department, without penalty or recourse, by giving notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies or equipment delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

21. ASSIGNMENT OF CONTRACT

- a. The contractor shall neither assign nor transfer any of the rights, interests, or obligations of the contract without the prior written consent of the Department.

22. COMMUNICATIONS AND NOTICES

- a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.
- b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

23. FORCE MAJEURE

- a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

24. CONTRACT EXTENSION

- a. In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Department reserves the right to extend the contract. If exercised, the extension shall be for a period of time as mutually agreed to by the Department and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and transition to a new contract.

25. INSURANCE

- a. The State of Missouri cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity of the contractor or the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage, and/or expense related to his/her performance under the contract.

26. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Department immediately.
- b. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

27. INVENTIONS, PATENTS AND COPYRIGHTS

- a. The contractor shall defend, protect, and hold harmless the Department, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

28. CONTRACTOR PROPERTY

- a. Upon expiration, termination or cancellation of a contract, any contractor property left in the possession of the Department after forty-five (45) calendar days shall become property of the Department.

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
 1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;
 3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until

corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

30. AMERICANS WITH DISABILITIES ACT

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

31. FILING AND PAYMENT OF TAXES

- a. The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore a bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

32. TITLES

- a. Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08/07/2014

KAR WING TRADING CO., INC.

1923 Frank Stiles Street, South El Monte, CA 91733-3716

Website: www.karwing.com

Email: sales@karwing.com

**Certified: SBA8(a)No.305112 Hubzone No.50553
SB DBE MBE WBE FBE CBE LSBE**

Warranty – Complete Plan

We hereby guarantee replacement of goods at our expense including transportation if due to manufacturing defect. Should return be necessary, please follow the below mentioned procedures:

1. Call 1-800-538-8331 and ask for Shipping Department, anyone picks up the phone there will assist you. You may also fax (626) 350-0440 or email: sales@karwing.com or call the undersigned for further assistance;
2. Have the return item(s) packed, labeled with name and address of sender and ship to KAR WING TRADING, 1923 Frank Stiles Street, South El Monte, CA 91733-3716. Attn: Warranty Section. Any reference such as invoice number identifying the return will be helpful to us.
3. UPS Call-tag will be arranged within 1-3 working days after receipt of customer's notice. Our shipping department staff will notify you (the customer) once pick up date is known:
4. Right after receipt of returned item, a credit note for the full FOB Destination amount will be issued. Or, if customer prefers a replacement, shipment will be made as soon as possible, normally within 2 to 5 days;
5. If the replacement goods are not readily available, an equal or better one will be shipped upon customer's approval and acceptance, without additional charge.
6. Items to be returned should not exceed 12 months after receipt from original shipment date. Exceptions must be approved by us in writing.

KAR WING TRADING CO., INC.



Georgiana Lai
Marketing Director
Dated: 01/21/2015

Tel: (626) 350-8138

Toll-free: (800) 538-8331

Fax: (626) 350-0440

KAR WING TRADING CO INC

1923 Frank Stiles St., S. El Monte, CA 91733-3716

Certified: ♦SB#7988 ♦DBE#9942 ♦MBE/WBE#25173 ♦SBE#5707201 ♦CBE#83517

♦SBA8(a) #305112 ♦HubZone #50553 ♦EDWOSB

Contact: Georgiana W. Lai, President

sales@karwing.com Toll free: 800-538-8331 Fax: 626-350-0440 www.karwing.com

Capabilities Statement

Company Established since: July 2, 1987 in California.

Dun # 60-110-5091 **NAICS:** 424340 425120 523130 **561990** **CAGE Code:** 1FYQ3

Office and Warehouse: 11,206 sq. ft. for efficient order processing and distribution.

Footwear – Distribute on as needed basis & develop utility shoes base on customer's unmet needs

Sizes: 4 to 18 (size 19 for some shoes)

Width: Standard, wide (narrow, or extra wide width for some tennis shoes/work boots)

Color: Black, white, brown, navy (black or white for most shoes)

Safety: Steel or Composite Toe Uniform Shoes or Work Boots meet or exceed ASTM F2413-05 MI/75 C/75 standard, with EH 14,000 Volts or 18,000 Volts. Available in 4" 6" 8" 9" high

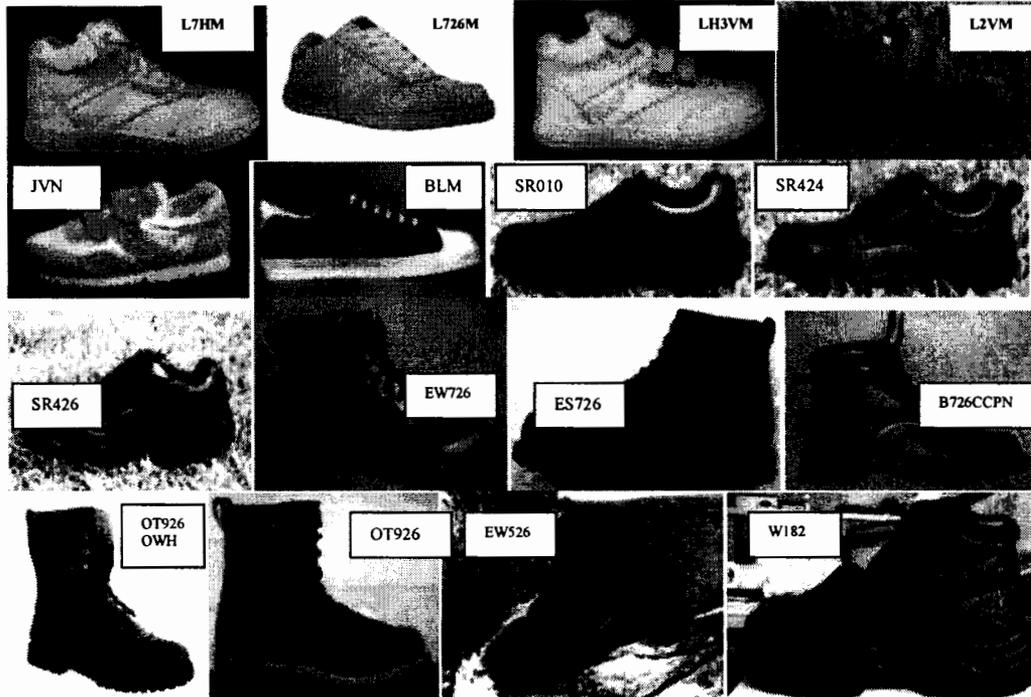
- Tennis Shoes, Joggers, Sneakers: Velcro, Slip On, Lace-up styles, low cut or high top
- Wildland Fire-fighting Heat Resistant Waterproof Boots, Loggers; plain or safety toe
- Oil/Water/Slip Resistant Kitchen Boots with composite toe, Welder Metatarsal Guard Boots
- Waterproof Hiker with composite toe, Work Boots with safety toe, or with plain toe

State & Local Contracts with POC info:

L.A. County Sheriff Dept Contact: **Pam Taylor** (661) 295-8803 Contract No.MA-IS-1440023-2

Atascadero State Hospital Contact: **Mary Marziello** (805) 468-2540 Agency Order No.12540026

SC Forestry Commission: Contact: **Melissa Fleming** (803) 896-8836 Contract #5400007046



KAR WING TRADING CO INC

1923 Frank Stiles Street, S. El Monte, CA 91733-3716
 Tel: (626) 350-8138 Fax: (626) 350-9339 Email: business@karwing.com

Certifications

Issuing Authority	Certified As	Certificate No.	Original Cert Date	Expiring on	Renewing on
U.S. Small Business Administration Armida Brother Tel: (818) 552-3235	SBA 8(a)	Case No.305112	12/29/2011	12/29/2020	9 Years only.
U.S. Small Business Administration HubZone Certification	HubZone	# 50553	approved on 1/28/2014	current	
California Unified Certification Program (CUCP) Faye Serafin (213) 847-2643 or faye.serafin@lacity.org		File # 25173	10/7/2002	Current, does not expire	updated on 3/5/2014
California Unified Certification Program (CUCP) Faye Serafin (213) 847-2643 or faye.serafin@lacity.org	MBE/WBE	File # 9942	10/7/2002	Current, does not expire	updated on 3/5/2014
Department of Transportation, California Janice Salais (916) 324-1700	MBE WBE	Firm No. 25173	7/1/1995		8/1/2015
State of California DGS OSBDS Tel: (916) 375-4940	SB	Supplier # 7988	10/3/2005		7/31/2015
Illinois Department of Central Management Services Elias Ricks-Ngwayah Tel: (312) 814-4190	BEP (FBE)	Renewing in process	6/9/1998		6/26/2014
County of Los Angeles, California Debbie Cabreira-Johnson (877) 669-CBES	LocalSBE	Vendor # 05707201	9/30/2003		7/31/2015
County of Los Angeles, California (877) 669-CBES or cbesbe@isd.lacounty.gov participate in County's on-line access to open bids, register (WebVen) at http://camisvr.co.la.ca.us/webven	MBE WBE DBE	CBE Program ID # 83517	2/8/2006		7/9/2014
City of Philadelphia, Pennsylvania Office of Economic Opportunity Tel: (215) 683-2000	MBE WBE	111224	9/1/2011		6/14/2016
California Public Utilities Commission Supplier Clearinghouse	WMBE	VON#13040095	6/14/2013		6/14/2016



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416

December 29, 2011

Georgiana Wing-Yee Lai, President
Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
South El Monte, California 91733

Dear Ms. Wing-Yee Lai:

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

During participation in the 8(a) Business Development Program, you will receive business development assistance from an assigned Business Development Specialist in the Los Angeles District Office located at 330 North Brand Boulevard, Suite 1200, Glendale, California 91203-2304. The phone number is 818/552-3235.

Your firm will become eligible to receive 8(a) Business Development contracts after you submit a business plan using SBA Form 1010C and receive SBA's approval of the plan. We are sending a copy of this certification letter to the SBA Los Angeles District Office. That office will send you the business plan form.

SBA requires that the 8(a) participant's President or Chief Executive Officer sign a Participation Agreement to show that he or she understands the conditions of 8(a) program participation. Please read the Agreement carefully, sign and date one copy and return it to the SBA Los Angeles District Office at the address shown in the second paragraph above. The second copy is for your records.

Even though your firm's approved North American Industry Classification System (NAICS) Code is 424340, your firm may be awarded contracts under other NAICS Codes, as long as the firm is qualified to perform the required service or task. In this regard, please note that contracts awarded under 8(a) Business Development Program authority generally result from the self-marketing efforts of participating firms. While your firm's acceptance into the 8(a) Business Development Program is not a guarantee of contract support, SBA will make every effort to assist you in your marketing efforts.

I welcome you as an 8(a) Business Development Program participant and wish you every possible success.

Sincerely,

A handwritten signature in black ink, appearing to read "Darryl K. Hairston".

Darryl K. Hairston
Associate Administrator
for Business Development



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416

Original
Certification
Date: 01/28/2014

Georgiana Lai - President, treasurer
KAR WING TRADING CO INC
1923 FRANK STILES ST,
South el monte, CA, 91733-3716

Dear Georgiana Lai:

Welcome to the HUBZone Program!

I am pleased to advise you that effective this date your application for certification as a "qualified HUBZone small business concern" (SBC) has been approved. Your firm is now eligible to receive HUBZone contracting opportunities, and will be included in the listing of qualified HUBZone small business concerns found on the Internet at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm. Congratulations! This certification will remain in effect until the HUBZone area that impacts your firm's eligibility, ceases to be designated as such. <http://www.sba.gov/content/hubzone-maps>.

The HUBZone Office now offers assistance via an interactive conference call at 888-858-2144, access code 3061773# (pound symbol), where we can respond to your general questions and concerns in real-time. Please visit our website at <http://www.sba.gov/hubzone>, for additional information regarding HUBZone application assistance office hours and calendar of topics to be discussed.

Your responsibilities as a HUBZone certified concern

As a HUBZone certified concern, the benefits you may receive from the program come with the following important responsibilities:

- **Keep your System for Award Management (SAM) and Dynamic Small Business Search (DSBS) records up-to-date:** To apply for HUBZone Program certification, your firm had to be registered in the SAM and DSBS information systems. For your firm to receive benefits from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts and to be paid under any such contracts), it is essential that these records remain up-to-date. We strongly recommend that you validate your information at least annually. If you need assistance in updating your SAM or DSBS information, please go to the SAM Help Desk at <https://www.fsd.gov/app/answers/list>.
- **Inform HUBZone Program of any material changes to your concern:** If there are material changes to your concern (that may affect its continued eligibility) you must notify the HUBZone Program by sending an e-mail to HZMCN@sba.gov. Material changes include a change in size, ownership, business structure, or principal office location, in addition to falling below the 35% HUBZone residency requirement when your firm is not performing on a HUBZone contract. Failure to notify the HUBZone Program of material changes may result in decertification from the program. If at any time you feel your concern no longer qualifies for the HUBZone Program, you can complete the "Voluntary Decertification Agreement" available at <http://www.sba.gov/content/maintaining-hubzone-certification>.

Note the HUBZone Program mails notices regarding program examinations and re-certifications to your firm's most recent address of record. If you were to fail to respond to these notices because you have changed your address without updating your SAM and DSBS profiles and informing the HUBZone Program, SBA would propose your concern for decertification and might subsequently decertify it from the Program. Therefore, it is critical that you notify us of any change in address and keep your SAM and DSBS profiles updated.

- **Remain in compliance at all times and stay updated on Program changes:** It is your responsibility to continually ensure that your firm meets the requirements of the program. This includes, for example, continuously meeting the 35% HUBZone residency requirement, with the sole exception if you are making good faith efforts to "attempt to maintain" (see 13 C.F.R. § 126.103) having 35% of your employees reside in a HUBZone during the performance of a HUBZone contract you have received. This also includes complying with contract performance requirements in connection with any HUBZone contracts awarded to your firm as a qualified HUBZone SBC (e.g., the subcontracting limitations requirements set forth in 13 C.F.R. § 126.700, and/or the non-manufacturer rule set forth in 13 C.F.R. § 126.601(e)).

In addition, you should periodically visit our website (www.sba.gov/hubzone) to look for any important announcements concerning changes to the HUBZone Program. As an example, on May 3, 2010 an important change to the HUBZone regulations went into effect concerning the definition of an employee. The new definition, which can be found at our website, is meant to simplify the determination of whether a person working for a concern is counted as an employee of that concern for the purposes of determining eligibility for the HUBZone Program. The new definition may impact your eligibility for the program and ability to meet the principal office and 35% HUBZone residency requirement. (If you applied prior to May 3, 2010, the previous definition was likely used to determine your eligibility as we typically evaluate a firm's eligibility at the time of application submittal using regulations in effect at that time.) It is your responsibility to understand the new definition and to determine whether it impacts your concern's eligibility status. Contact the HUBZone Help Desk if you require assistance. If you find that your firm is not eligible for the program as a result of the definition change, you should inform the HUBZone Program of this material change to your concern or complete the "Voluntary Decertification Agreement" available at <http://www.sba.gov/content/maintaining-hubzone-certification>.

- **Participate in SBA eligibility monitoring initiatives:** As a result of 2008 and 2009 Government Accountability Office (GAO) audits, which discovered unacceptable levels of fraud and misrepresentation within the HUBZone Program, we have significantly increased our eligibility monitoring efforts to ensure only eligible SBCs receive the program's benefits. As such, you may be

subject to any or all of the following initiatives designed to verify the ongoing eligibility of certified concerns:

- SBA requiring your concern certify in writing under penalty of perjury that it continues to meet all the eligibility criteria of the HUBZone Program, or voluntarily withdraw
- SBA requiring your concern to submit updated documentation similar to the information and documents you provided to obtain initial certification in order to verify that you remain eligible for the program
- If you should receive a HUBZone contract, SBA requiring your concern to demonstrate that it was eligible for the program both at the time of its initial offer and award
- SBA making unannounced site visits to any or all of your concern's locations to verify the accuracy of any information provided to SBA

NOTE THAT ANY SBC FOUND TO MISREPRESENT ITSELF MAY BE SUBJECT TO A RANGE OF CIVIL OR CRIMINAL PENALTIES AND/OR SUSPENSION OR DEBARMENT FROM FEDERAL CONTRACTING.

How to get the most out of the Program

Although your status as a certified HUBZone small business concern greatly improves your access to Federal contracts, this certification does not guarantee contract awards. Your ability to research contracting opportunities and competitively bid on them will be the key to your success in this program. I recommend you utilize the following web resources designed to help you maximize the Program's benefits:

- SBA's Government Contracting Classroom website at (<http://www.sba.gov/gclassroom>) provides valuable information on Federal contracting. (Please note that while your concern was approved under the North American Industry Classification System (NAICS) Code found in your firm's SAM and DSBS profiles, you may be awarded contracts under other NAICS Codes. You may benefit from researching and identifying potential HUBZone contracting opportunities outside your profile's NAICS code.)
- SBA's Services website (www.sba.gov/services) is a good starting point for accessing a wide range of resources relevant to HUBZone certified firms, including online courses on how to identify, win, and successfully execute Federal Government contracts.
- SBA's Surety Bond Program website (www.sba.gov/osg) provides information on how to apply for an SBA surety bond guarantee.

Thank you for contributing to US economic development

We wish you the best of luck with your HUBZone certified concern - your success will help improve the economic future of the HUBZone(s) in which you operate. If at any time you have any questions about the Program or how the SBA may be able to support your business objectives, please do not hesitate to contact the HUBZone Help Desk at HUBZone@sba.gov.

Sincerely,

Ajoy K. Sinha
Deputy Director
Office of Government Contracting

HUBZone Certification Number: 50553

Ref: IAF-19L

Office of the HUBZone Program, U.S. Small Business Administration, 409 Third Street, SW, Washington, DC 20416

BUSINESS ENTERPRISE CERTIFICATE

KAR WING TRADING CO INC

1923 FRANK STILES STREET
SOUTH EL MONTE, CA 91733 3716

Owner: GEORGIANA LAI

Business Structure: CORPORATION

STATE MINORITY BUSINESS ENTERPRISE

STATE WOMEN BUSINESS ENTERPRISE

This Certification Not Valid For Federal Aid Contracts

This certificate acknowledges that said firm is approved by the California Department of Transportation as a State Minority Business Enterprise or State Women Business Enterprise (or in some cases both) in accordance with Assembly Bill Number 486, Chapter 1329 and the California Public Code, Chapter 2.5 (commencing with Section 2050), for the following NAICS codes:

- * 424340 Footwear Merchant Wholesalers
- 448120 Women's Clothing Stores
- 448110 Men's Clothing Stores
- 523130 Commodity Contracts Dealing
- 448130 Children's and Infants' Clothing Stores
- 448150 Clothing Accessories Stores

* Indicates primary NAICS code

CERTIFYING AGENCY:
DEPARTMENT OF TRANSPORTATION
1823 14TH STREET, MS 79
SACRAMENTO, CA 95814 0000
(916) 324-1700

Firm Number : 25173

Renewal Date : August 1, 2015



July 26, 2013

Janice Salais, CERTIFYING AGENCY REPRESENTATIVE



CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT

ACCOUNT NUMBER

12/4/1992 SR AP 99185975

THIS PERMIT DOES NOT
AUTHORIZE THE HOLDER
TO ENGAGE IN ANY
BUSINESS CONTRARY TO
LAWS REGULATING THAT
BUSINESS OR TO
POSSESS OR OPERATE
ANY ILLEGAL DEVICE

KAR WING TRADING CO., INC.
1923 FRANK STILES ST.
SOUTH EL MONTE, CA 91733

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW
TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL
PROPERTY AT THE ABOVE LOCATION

Not valid at any other address

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELLED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS,
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES
OWED BY THE NEW OPERATOR OF THE BUSINESS.

BT-442-R-LZ REV. 10(8-92)

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

NOTICE TO TAXPAYERS
INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

The information Practices Act of 1977 requires this agency to provide the following notice to individual taxpayers who are asked by the State Board of Equalization to supply information:

The principal purpose for which the requested information will be used is to administer the California Sales and Use Tax Laws, Special (Excise) Tax Laws, or the Timber Yield Tax Law. This includes the determination and collection of the correct amount of tax.

As an individual taxpayer, you have the right of access to personal information about you in records maintained by the State Board of Equalization. The official responsible for maintaining Sales and Use Tax information is the Deputy Director, Sales and Use Tax Department, 1020 N Street, Sacramento, CA, 95814; please contact your local Board office listed in the white pages for assistance, or telephone (916) 445-8484. The official responsible for maintaining Excise Tax and Environmental Fee Tax information is the Deputy Director, Special Taxes and Operations Department, 1020 N Street, Sacramento, CA 95814; telephone (916) 445-8484. The official responsible for maintaining Timber Tax information is the Timber Tax Division Chief, Property Taxes Department, 1719-24th Street, Sacramento, CA 95818, telephone (916) 445-6984. If the local Board office is unable to provide the information sought, you may also contact the Information Security Office in Sacramento, telephone (916) 324-1827.

The California Revenue and Taxation Code, Parts 1, 1.5 and 1.6(State Sales and Use Tax), 2(Motor Vehicle Fuel Tax), 3(Use Fuel Tax), 7(Tax on Insurers), 13(Cigarette and Tobacco Products Tax), 14(Alcoholic Beverage Tax), 18.5(Timber Yield Tax), 19(Energy Resources Surcharge), 20(Emergency Telephone Users Surcharge), 22(Hazardous Substances Tax Law), 23(Solid Waste Disposal Site Cleanup Maintenance Fee Law), 24(Oil Spill Response, Prevention and Administration Fees), 28(Underground Storage Tanks Maintenance Fee Law), Government Code, Title 7.3, Chapter 8 (Tire Recycling Fee), Public Resources Code, Div. 30, Part 7, Chapter 4 (Oil Recycling Fee), Health and Safety Code, Div. 1, Part 1, Chapter 2, Article 4.8 (Childhood Lead Poisoning Prevention Fee), and Chapter 1 of the Public Utilities Code (Hazardous Spill Prevention Fee) requires persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization

It is mandatory that you furnish all the required information requested by applications for registration, applications for permit or licenses, tax returns and other related data, except that the furnishing of social security numbers by applicants for Consumer Use Tax Accounts, Certificates of Registration-Use Tax and Timber Yield Tax Accounts is voluntary. Failure to provide all the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Pursuant to California law, the information appearing on the face of any permit or license issued by the Board is a public record. Information you furnish to this agency may also be given to federal, state and local government agencies as authorized by law.

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

KAR WING TRADING CO., INC.

FILE NUMBER: C1411607
FORMATION DATE: 07/02/1987
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of January 20, 2015.

ALEX PADILLA
Secretary of State

Kar Wing Trading Co., Inc.

Certified: 8(a)BD DBE MBE WBE CBE SBE

1923 Frank Stiles Street
South El Monte
California, 91733-3716
T: 800.538.8331 F: 626.350.0440
www.karwing.com
sales@karwing.com

Bid No. IFB CN15116

Open On: 01/28/2015

Open Time: 2:00 PM

To Whom It May Concern:

I hereby authorize Maricela Dueñas, Account Executive, in our Sales Department to sign bids on behalf of this company. This authorization is effective for the above mentioned bid.

Kar Wing Trading Co., Inc.



Georgiana W. Lai
President

Dated: 01/22/15

Extremely Urgent

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JEFFERSON CITY MO 65109 - 4408

MISSOURI DEPT OF CORRECTION
2729 PLAZA DR

only contain
media, and must
not exceed
weight.

Items of no commercial
value. Visit
UPS.com for more
information.

Maximum weight 8 oz. or less.
Maximum length 15 inches.

Items of electronic media
only. Do not send cash.

SHIPPING
(626) 350-8138
KAR WING TRADING CO. INC.
1923 FRANK STILES ST
SOUTH EL MONTE CA 91733

LTR 1 OF 1

SHIP TO:
DIANA FREDRICK, CPPB
(573) 526-0591
MISSOURI DEPT. OF CORRECTION
2729 PLAZA DRIVE
FMU / PURCHASING SECTION
JEFFERSON CITY MO 65109



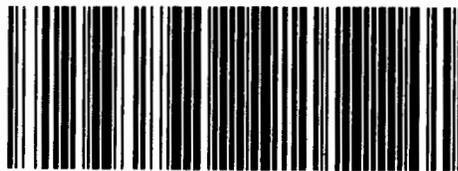
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15116

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Dating and Time: 01/28/2015 at 2:00PM

Diana Fredrick, Procurement Officer II

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