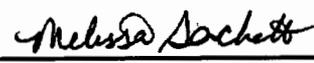




NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CC160424001	CONTRACT TITLE Step-In Canvas Shoes
AMENDMENT NUMBER 001	CONTRACT PERIOD March 18, 2017 through March 17, 2018
REQUISITION/REQUEST NUMBER NR 931 YYY17709058	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 6306356900 1 / MB00005099
CONTRACTOR NAME AND ADDRESS Shoe Corporation of Birmingham 125-45 th Place North Birmingham, AL 35222	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Various Locations throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract CC160424001 is hereby amended pursuant to the attached amendment #001, dated 10/17/16.	
BUYER Melissa Sackett	BUYER CONTACT INFORMATION Email: Melissa.sackett@oa.mo.gov Phone: (573) 526- 2716 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 10/17/16
DIRECTOR OF PURCHASING  Karen S. Boeger	



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
CONTRACT RENEWAL**

AMENDMENT NO.: 001
CONTRACT NO.: CC160424001
TITLE: Step-In Canvas Shoes
ISSUE DATE: 10/7/16

REQ NO.: NR 931 YYY17709058
BUYER: Melissa Sackett
PHONE NO.: (573) 526-2716
E-MAIL: melissa.sackett@oa.mo.gov

TO: Shoe Corporation of Birmingham, Inc.
125-45th Place North
Birmingham, AL 35222

RETURN AMENDMENT BY NO LATER THAN: 10/14/16 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	melissa.sackett@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	Purchasing, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	Purchasing, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Department of Corrections
Various locations throughout the State of Missouri

SIGNATURE REQUIRED

VENDOR NAME Shoe Corporation of Birmingham, Inc		MissouriBUY3 SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
MAILING ADDRESS 125-45 th Place North			
CITY, STATE, ZIP CODE Birmingham, ALABAMA 35222			
CONTACT PERSON James Little		EMAIL ADDRESS Procurement@shoecorp.com	
PHONE NUMBER 205-326-2800		FAX NUMBER 205-326-2808	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE October 17 2016	
PRINTED NAME Wes Calhoun		TITLE President	

AMENDMENT #001 TO CONTRACT CC160424001

CONTRACT TITLE: STEP-IN CANVAS SHOES

CONTRACT PERIOD: MARCH 18, 2017 THROUGH MARCH 17, 2018

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increase quoted must not exceed the maximum percentage increase stated in the contract. The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain the same and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

Pricing Page

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1	C/S Code: 53111600 Shoes	PR	\$ <u>2.96</u>

Step-In Canvas Shoes

- Medium Weight 7 – 10 oz canvas
- Sewn-in full cushion insoles
- Standard Widths
- Must be available in all of the following colors: Orange & Navy

Men's

Brand: Shoe Corp
 Item #: 6199-Orange; 6199-Navy
 Sizes Available: 2-18 whole sizes
 Colors Available: Orange; Navy; Black; White

Women's

Brand: Shoe Corp
 Item #: 6199-Orange; 6199-Navy
 Sizes Available: 4-16 whole sizes
 Colors Available: Orange; Navy; Black; White

2	C/S Code: 53111600 Shoes	PR	\$ <u>4.23</u>
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Step-In Canvas Shoes

- Heavy Weight 11 – 12 oz canvas
- Sewn-in full cushion insoles
- Standard Widths
- Must be available in all of the following colors: Orange & Navy

Men's

Brand: Shoe Corp
 Item #: #326-Orange; #326-Navy
 Sizes Available: 2-18 whole sizes
 Colors Available: Orange; Navy; White

Women's

Brand: Shoe Corp
 Item #: #326-Orange; #326-Navy
 Sizes Available: 4-16 whole sizes
 Colors Available: Orange; Navy; White

3	C/S Code: 53111600 Shoes	PR	\$ <u>1.69</u>
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Slip-On Indoor/Outdoor PVC Sandals

- One Piece construction
- Autoclavable
- Non-skid and non-marking
- Must be available in the following colors: Orange

Men's

Brand: Shoe Corp
 Item #: #888-Orange
 Sizes Available: 3-17 whole sizes
 Colors Available: Orange; Tan

Women's

Brand: Shoe Corp
 Item #: #888-Orange
 Sizes Available: 5-15 whole sizes
 Colors Available: Orange; Tan

4

C/S Code: 53111600
Shoes

PR \$ 4.93

**Heavy Duty Canvas Velcro Tennis Shoes
(Without Laces or Metal)**

- Low-top Velcro-Bob canvas tennis shoes
- Heavy-duty, double lined canvas uppers
- Uppers shall fasten with three (3) Velcro closures through non-metal loop holes
- Soft, padded collar
- Reinforced rubber toe cap
- Full cushion sewn in insoles
- Non-skid, non-marking vulcanized rubber soles
- Must be available in the following colors: Orange
- Standard Widths

Men's

Brand: Shoe Corp
 Item #: #1030-Orange
 Sizes Available: 4-16 whole sizes
 Colors Available: Orange; White; Black

Women's

Brand: Shoe Corp
 Item #: #1030-Orange
 Sizes Available: 6-15 whole sizes
 Colors Available: Orange; White; Black



NOTICE OF AWARD

State of Missouri
Office of Administration
Division of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

SOLICITATION NUMBER IFBC30034901600424	CONTRACT TITLE Step-In Canvas Shoes
CONTRACT NUMBER CC160424001	CONTRACT PERIOD March 18, 2016 through March 17, 2017
REQUISITION NUMBER NR 931 YYY15709180	VENDOR NUMBER 6306356900 1
CONTRACTOR NAME AND ADDRESS Shoe Corporation of Birmingham, Inc. 125-45 th Place North Birmingham, AL 35222	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Various locations throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The bid submitted by Shoe Corporation of Birmingham, Inc. in response to IFBC30034901600424, including the email from James Little dated 2/23/16, is accepted in its entirety.	
BUYER Melissa Sackett	BUYER CONTACT INFORMATION Email: melissa.sackett@oa.mo.gov Phone: (573) 526-2716 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Melissa Sackett</i>	DATE 3/18/16
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT <i>Kevin B. Boyer</i>	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
INVITATION FOR BID (IFB)

SOLICITATION/OPPORTUNITY (OPP) NO.: IFBC30034901600424
TITLE: Step-In Canvas Shoes
ISSUE DATE: 1/25/16

REQ NO.: NR 931 YYY15709180
BUYER: Melissa Sackett
PHONE NO.: (573) 526-2716
E-MAIL: melissa.sackett@oa.mo.gov

RETURN BID NO LATER THAN: 2/5/16 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed bids must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN BID TO: (U.S. Mail) PURCHASING or (Courier Service) PURCHASING
PO BOX 809 301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE (1) YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Department of Corrections
Various locations throughout the State of Missouri

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 10/19/15). The vendor further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Shoe Corp		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Shoe Corporation of Birmingham, Inc.	
MAILING ADDRESS 125-45th Place North		IRS FORM 1099 MAILING ADDRESS 125-45th Place North	
CITY, STATE, ZIP CODE Birmingham, Alabama 35222		CITY, STATE, ZIP CODE Birmingham, Alabama 35222	
CONTACT PERSON James Little		EMAIL ADDRESS procurement@shoecorp.com	
PHONE NUMBER 205-326-2800		FAX NUMBER 205-326-2808	
TAXPAYER ID NUMBER (TIN) 63-0635690	TAXPAYER ID (TIN) TYPE (CHECK ONE) XXX FEIN SSN	VENDOR NUMBER (IF KNOWN) 6306356900 1	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) XXX Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt <input type="checkbox"/>			
AUTHORIZED SIGNATURE 		DATE February 3, 2016	
PRINTED NAME J. Wesley Calhoun		TITLE President	

Sackett, Melissa

From: James Little [procureassist@shoecorp.com]
Sent: Tuesday, February 23, 2016 11:40 AM
To: Sackett, Melissa
Cc: James Calhoun
Subject: RE: IFBC30034901600424-Step-In Canvas Shoes

Hi,

We have a letter which was included in our bid packet. The letter from our company was the first documents we supplied at the end of your bid. We had talked to your SOS.

This is what they suggested, but said they are not lawyers and could not advised. We discussed #351.372.1. We conduct business out of State, no traveling sales reps, no warehouse in Missouri, no storefront, all orders will be by fax or electronic means. All orders will be delivered by LTL commercial trucking or by small parcel delivery and shipped from our Birmingham, Alabama warehouse.

Shoe Corporation is engaging in Interstate Commerce, which is an exempt activity per subsection 2 (8) of Section 351.572.

Please let me know if this is ok, or do we need more.

Thank you. If you need more information please contact me.

James Little, Business Development
State and Federal Contract Administrator
Shoe Corporation of Birmingham, Inc.
125-45th Place North
Birmingham, Alabama 35222

P 205-326-2800 F 205-326-2808
Toll Free 1-800-227-4934

www.shoecorp.com

From: Sackett, Melissa [mailto:Melissa.Sackett@oa.mo.gov]
Sent: Tuesday, February 23, 2016 10:57 AM
To: j little
Subject: IFBC30034901600424-Step-In Canvas Shoes

Hello,

I am conducting my evaluation of the IFB, IFBC30034901600424 (rebid) for Step-In Canvas Shoes.

Upon review of the Missouri Secretary of State (SOS) website, I was unable to find your business registered with SOS. I understand this probably is due to the fact your business is located outside of Missouri. However, if you are registered please send me the legal name in which you are registered or the Charter Number.

If you are not registered you may go to the link provided to register:

<http://sos.mo.gov/categories.asp?id=2>

If you feel you are exempt from registering with the SOS, the link below will give you the Missouri Revised Statutes Chapter 351.572, which states what exemptions are acceptable.

<http://www.moga.mo.gov/mostatutes/stathtml/35100005721.htm>

If you think your business is exempt, please email me the exemption option (from the list of exemptions) you are qualified for under the Missouri Revised Statutes Chapter 351.572 website. Please let me know if you have any questions. Below is an example of an email response for being exempt.

Example: "Your Company is engaging in Interstate Commerce, which is an exempt activity per subsection 2 (8) of Section 351.572."

Thank you,

Melissa Sackett

Buyer I-DPMM

ph:573-526-2716

melissa.sackett@oa.mo.gov

Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. (This document is also on the Bid Board referenced above.)

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor accesses their account by clicking the "Login" button at the top of the MissouriBUYS Home Page. After locating the desired solicitation on the Bid Board, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. Any such electronic submissions must be received prior to the specified end date and time.
 - Vendors are encouraged to submit their entire bid electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
 - In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.
- **HARD COPY RESPONSES:** When responding with a hard copy response, any such submission must be received prior to the specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

***** END OF INSTRUCTIONS FOR SUBMITTING A SOLICITATION RESPONSE *****

I. INTRODUCTION AND GENERAL INFORMATION

This section of the IFB includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

I.1 Purpose:

I.1.1 This document constitutes an invitation for sealed bids from prospective bidders to establish a contract for the purchase of step-in shoes for the various Missouri Department of Corrections facilities throughout the State, hereinafter referred to as "state agency", in accordance with the requirements and provisions stated herein.

I.2 Rebid:

I.2.1 This is a rebid of invitation for bid (IFB) IFBC30034901600298 for step-in canvas shoes, which was cancelled with no awards made. For details, please contact the buyer of record.

I.3 Awarded Bid & Contract Document Search:

I.3.1 The current contracts (C114167001, C113064001 and C113064002) and the previous procurement documentation (B1E14167 and B1E13064) may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at <http://oa.mo.gov/purchasing>.

***** **END OF INTRODUCTION AND GENERAL INFORMATION** *****

2. CONTRACTUAL REQUIREMENTS

This section of the IFB includes the general contract requirements and provisions that shall govern the contract after IFB award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the bidder is not necessary as all provisions are mandatory.

2.1 Contract:

- 2.1.1 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 Division of Purchasing's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- 2.1.2 A notice of award issued by the State of Missouri 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 State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a modified purchase order 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.

2.2 Contract Period:

- 2.2.1 The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods, or any portion thereof. In the event the Division of Purchasing 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. However, the contractor shall understand and agree that any renewal period increases specified in the bid are not automatic. If at the time of contract renewal the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.3 Renewal Period:

- 2.3.1 If the option for renewal is exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price of increase for the applicable renewal period stated on the Pricing Page of the contract.
 - a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing does not automatically exercise its option for renewal based upon the maximum price of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum price of increase stated.

2.4 Termination:

- 2.4.1 The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written 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 compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.5 Price:

- 2.5.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.5.2 All prices shall include all packing, handling, shipping and freight charges *FOB Destination, Freight Prepaid and Allowed*. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB.

2.6 Payment Terms:

- 2.6.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.
- 2.6.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 2.6.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the IFB, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the IFB. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex034.html>.

2.7 Contractor Liability:

- 2.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.7.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

2.8 Independent Contractor:

- 2.8.1 The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, 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; cost (including attorney fees); and damage of any kind related to such matters.

2.9 Coordination:

- 2.9.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

2.10 Estimated Quantities:

- 2.10.1 The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.11 Insurance:

- 2.11.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of 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. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

- a. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

2.12 Participation by Other Organizations:

- 2.12.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.
- 2.12.2 The contractor shall prepare and submit to the Division of Purchasing 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 Division of Purchasing.
- 2.12.3 The Division of Purchasing 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 state 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 Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- 2.12.4 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 Division of Purchasing 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 Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing 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.

2.12.5 No later than 30 days after the effective date of the contract's expiration period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

2.13 Contractor's Personnel:

2.13.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

2.13.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.

2.13.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

2.14 Subcontractors:

2.14.1 Any subcontracts for the products/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 State of Missouri and to ensure that the State of Missouri 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 State of Missouri 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 products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.15 Confidentiality and Security Documents:

2.15.1 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

***** END OF CONTRACTUAL REQUIREMENTS *****

3. PERFORMANCE REQUIREMENTS

This section of the IFB includes requirements and provisions relating specifically to the performance requirements of the state agency. The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor and is intended for informational purposes and do not require a response.

3.1 General:

3.1.1 The contractor shall provide step-in shoes on an as needed, if needed basis as ordered by the state agency. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of step-in shoes.

3.1.2 All step-in shoes must be of retail quality.

3.2 Sizing Template and Exchanges:

3.2.1 The contractor shall issue one sizing template for the shoe(s) awarded to all twenty-one (21) institutions for proper sizing upon notice of award, or offer size exchanges at no cost to the state agency.

3.3 Warranty:

3.3.1 The contractor must warrant to the state agency 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.

3.3.2 Shoes not conforming to the requirements stated herein shall not be accepted.

3.4 Item Packaging Requirements:

3.4.1 The contractor shall provide packaging necessary to protect contents from physical and environmental damage during shipping and handling. Cushioning materials shall be included, as required, to protect and restrict movement of the item(s) within the package.

3.5 Substitutions:

3.5.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing.

3.5.2 In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing shall be the final authority as to acceptability of any proposed substitution.

3.5.3 Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.

3.5.4 The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

3.6 Replacement of Damaged/Defective Product:

3.6.1 The contractor shall be responsible for replacing any item received that is defective or in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning damaged or defective product to the contractor for replacement.

3.7 Delivery Performance:

- 3.7.1 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped *F.O.B. Destination, Freight Prepaid and Allowed*. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.
- 3.7.2 The contractor shall deliver to all twenty-one (21) locations listed in **Attachment #1**. Each location may have different delivery days and hours. The state agency observes state holidays; therefore, any shipments received on state-observed holidays or during non-standard operating hours shall be re-shipped at the contractor's expense. The contractor shall contact each location prior to delivery for specific instructions on accepted dates and times for delivery.
- 3.7.3 A Missouri Uniform Law Enforcement System (MULES) background check may be required on the driver before allowing the vehicle to enter the institutions identified on **Attachment #1**. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, the delivery will be refused. If information obtained in the MULES background check prohibits the driver from entering, the delivery will be refused. Additional delivery costs for redelivery or contracting with another carrier will be the responsibility of the contractor.
- 3.7.4 Deliveries shall be made as requested by the ordering institution. The contractor must coordinate his/her delivery schedule with the ordering institution. Any change in the delivery schedule must be approved by the ordering institution and must be preceded with a written request at least two (2) weeks prior to the implementation date of such change.
- a. After receipt of the **first order only**, the delivery shall be made no later than the calendar days stated on the Pricing Page.
- b. All succeeding orders shall be made no later than the calendar days stated on the Pricing Page.

3.8 Delays in Delivery Performance:

- 3.8.1 If at any time the contractor should encounter conditions impeding delivery of an awarded item(s), the contractor shall immediately notify the Buyer in the Division of Purchasing in writing of the delay, its likely duration, and its cause(s). As soon as practical after the receipt of the contractor's notice, the state agency shall evaluate the situation and may, at its sole discretion, extend the contractor's time for delivery.
- 3.8.2 A delay by the contractor in the performance of its delivery obligations shall render the contractor liable for additional costs incurred by the state agency to obtain product from other sources unless an extension of time is agreed upon pursuant to 3.8.1.

3.9 Reports Requirement:

- 3.9.1 Upon request, the contractor shall prepare and submit a written report indicating purchases made by the state agency off the contract at no cost to the State of Missouri. This report must at minimum show items by contract item number, respective volumes purchased for each item, respective contract price and extended contract price; a total by item and for all purchases must be shown. This report must be submitted to the Division of Purchasing at P.O. Box 809, Jefferson City, Missouri, 65102, and directed to the Buyer's attention.

***** END OF PERFORMANCE REQUIREMENTS *****

4. BID SUBMISSION INFORMATION AND REQUIREMENTS

This section of the IFB includes information and instructions to the bidder that is integral to their bid submittal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the bidder submitting a bid.

4.1 Contact:

- 4.1.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.

4.2 Business Compliance:

- 4.2.1 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) or by submitting an on-line bid 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 Division of Purchasing. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- 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)

- 4.2.2 The bidder should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

4.3 Submission of Bids:

- 4.3.1 On-line Bid - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. The registered vendor is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.

- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
- b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
- c. If a registered vendor submits an electronic and hard copy bid response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

- 4.3.2 Hard Copy Bid - If the vendor is submitting a bid via the mail or a courier service or is hand delivering the bid, the vendor should include completed exhibits, forms, and other information concerning the bid (including completed

Pricing Page(s) with the bid. The vendor is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

1.4 Open Competition:

- 1.4.1 Any manufacturer's name, 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.
- 1.4.2 The bidder may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the bidder must explain in detail how their product meets or exceeds the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

1.5 Description of Product:

- 1.5.1 The bidder should present a detailed description of all products and services proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

1.6 Preprinted Marketing Materials:

- 1.6.1 The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.
- 1.6.2 It is the bidder's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the bidder should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the bidder to provide assurance that the product bid meets specifications.

1.7 Bid Detail Requirements and Deviations:

- 1.7.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.
- 1.7.2 **Bidders should note:** A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

1.8 Unit of Measure:

- 1.8.1 If the unit of measure specified on the attached Pricing Page is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on the Pricing Page. All mathematical conversions should be shown by the bidder, and must be provided upon specific request from the Buyer.
- 1.8.2 In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Bidders are encouraged to contact the Buyer prior to submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

4.9 Compliance with Terms and Conditions:

4.9.1 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 State's terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.

4.10 Samples:

4.10.1 The bidder may be required to submit one (1) sample of each item bid in a **Men's US size ten (10)** and a **Women's US size nine (9)** for bid evaluation. If requested, the bidder must provide samples within five (5) working days of notification by the buyer. A bidder failing to submit a sample within five (5) working days after notification may not be considered for award. All samples shall be provided at no cost to the state agency.

4.10.2 Samples must be submitted to the address indicated below.

Division of Purchasing and Materials Management
Attention: Melissa Sackett
301 West High Street, Room 630
PO Box 809
Jefferson City, MO 65102-0809

4.10.3 The bidder should identify each sample with the company name, bid number, item number and item name.

4.10.4 All samples must be of the brand name and finished packaging that the bidder is proposing with proper labeling for resale. **Special run or mock-up samples will not be accepted.** The state agency will perform quality, safety and security testing on all samples submitted.

4.10.5 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 return the sample to the Buyer of Record. A call tag must accompany the request. Samples not returned are donated to charity.

4.10.6 At minimum, samples will be evaluated for meeting the required specifications and to determine overall acceptability. Other considerations may include packaging and the condition of the packaging materials the samples are 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.

4.10.7 The sample submitted must be the exact item bid and it must conform to the mandatory IFB specifications for the specific line item. 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.

4.11 Minimum Orders:

4.11.1 There shall be no minimum order requirements for all four (4) line items.

4.12 Prices:

4.12.1 The bidder shall submit a firm, fixed price for all line items on the Pricing Page. The prices quoted shall include all packing, handling, shipping and freight charges **FOB Destination, Freight Prepaid and Allowed**. All pricing shall be considered firm and fixed for the duration of the contract period indicated on the Notice of Award page of the contract.

4.13 Cost Evaluation:

4.13.1 The evaluation shall cover the original contract period plus the renewal periods. The quoted firm, fixed unit prices will be multiplied by the identified estimated quantities. The cost evaluation shall include all mandatory requirements. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.

4.14 Determination for Award:

- 4.14.1 The award shall be made to the lowest priced responsive bidder. Other factors that affect the determination of the lowest price responsive bidder include consideration of the Domestic Product Procurement Act, the Blind/Sheltered Workshop Preference, and the Missouri Service Disabled Veterans Preference explained in the paragraphs that follow.
- 4.14.2 Other Considerations: The State of Missouri reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any bidder's offer.

4.15 The Domestic Product Procurement Act:

- 4.15.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 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.
- 4.15.2 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.
- 4.15.3 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
- 4.15.4 If the bidder claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 4.15.5 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 A**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
- 4.15.6 If the lowest priced bidder qualifies 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. In the event the lowest priced bidder does not qualify for the Buy American Preference but other bidders do qualify, then the low bidder's price(s) is increased by 10% for those items not eligible for the Buy American Preference.
- 4.15.7 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.

4.16 Preference for Organizations for the Blind and Sheltered Workshops:

- 4.16.1 Pursuant to section 34.165, RSMo, and 1 CSR 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 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 B**, 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 C**, 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 C**, Documentation of Intent to Participate Form 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 Alphapointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
- d. Commitment - If the bidder's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on **Exhibit B**, Participation Commitment, shall be interpreted as a contractual requirement.

1.16.2 The Blind/Sheltered Workshop Preference required under section 34.165, RSMo, 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.

1.16.3 In the event the lowest priced bidder does not qualify for the preference but other bidders do, then the following evaluation point formula shall apply to determine cost evaluation points:

Lowest Responsive Bidder's Price Compared Bidder's Price	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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4.17 Missouri Service-Disabled Veteran Business Preference:

- 4.17.1 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 enterprises and who complete and submit **Exhibit D**, Missouri Service-Disabled Veteran Business Enterprise Preference with the bid. If the bid does not include the completed **Exhibit D** and the documentation specified on **Exhibit D** in accordance with the instructions provided therein, no preference points will be applied.
- 4.17.2 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.
- 4.17.3 In the event the lowest priced bidder does not qualify for the preference but other bidders do, then the following evaluation point formula shall apply to determine cost evaluation points:

<u>Lowest Responsive Bidder's Price</u>	x	200 Maximum Cost	=	Awarded Cost
Compared Bidder's Price		Evaluation Points		Evaluation Points

***** END OF BID SUBMISSION INFORMATION AND REQUIREMENTS *****

PRICING PAGE

The bidder shall submit a firm, fixed price for all line items listed below. The prices quoted shall include all packing, handling, shipping and freight charges *FOB Destination, Freight Prepaid and Allowed*. All pricing shall be considered firm and fixed for the duration of the contract period.

<u>LINE</u> <u>ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1	C/S Code: 53111600 <i>Shoes</i>	4,000	PR	\$ <u>2.96</u>

Step-In Canvas Shoes

- Medium Weight 7 – 10 oz canvas
- Sewn-in full cushion insoles
- Standard Widths
- Must be available in all of the following colors: Orange & Navy

Bidder to state the following:

MEN'S Shoe Corp
Brand: _____
Item #: 6199-Orange; 6199-Navy
2 - 18 whole sizes
Sizes Available: _____
Colors Available: Orange; Navy; Black; White

WOMEN'S Shoe Corp
Brand: _____
Item #: 6199-Orange; 6199-Navy
4 - 16 whole sizes
Sizes Available: _____
Colors Available: Orange; Navy; Black; White

2	C/S Code: 53111600 <i>Shoes</i>	4,000	PR	\$ <u>4.23</u>
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Step-In Canvas Shoes

- Heavy Weight 11 – 12 oz canvas
- Sewn-In full cushion insoles
- Standard Widths
- Must be available in all of the following colors: Orange & Navy

Bidder to state the following:

MEN'S Shoe Corp
Brand: _____
Item #: #326-Orange; #326-Navy
2 - 18 Whole sizes
Sizes Available: _____
Colors Available: Orange; Navy; White

WOMEN'S Shoe Corp
Brand: _____
Item #: #326-Orange; #326-Navy
4 - 16 Whole Sizes
Sizes Available: _____
Colors Available: Orange; Navy; White

3	C/S Code: 53111600 <i>Shoes</i>	10,000	PR	\$ <u>1.69</u>
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Slip-On Indoor/Outdoor PVC Sandals

- One piece construction
- Autoclavable
- Non-Skid and non-marking
- Standard Widths
- Must be available in the following color: Orange

Bidder to state the following:

MEN'S Shoe Corp
 Brand: _____
 Item #: #888-Orange
 Sizes Available: 3 - 17 Whole Sizes
 Colors Available: Orange; Tan

WOMEN'S Shoe Corp
 Brand: _____
 Item #: #888-Orange
 Sizes Available: 5 - 15 Whole Sizes
 Colors Available: Orange; Tan

4 C/S Code: 53111600 5,000 PR \$4.93
Shoes

**Heavy Duty Canvas Velero Tennis Shoes
 (Without Laces or Metal)**

- Low-top Velcro-Bob canvas tennis shoe
- Heavy-duty, double lined canvas uppers
- Uppers shall fasten with three (3) Velcro closures through non-metal loop holes
- Soft, padded collar
- Reinforced rubber toe cap
- Full cushion sewn in insoles
- Non-skid, non-marking vulcanized rubber soles
- Must be available in the following colors: Orange
- Standard Widths

Bidder to state the following:

MEN'S Shoe Corp
 Brand: _____
 Item #: #1030-Orange
 Sizes Available: 4 - 16 Whole Sizes
 Colors Available: Orange; White; Black

WOMEN'S Shoe Corp
 Brand: _____
 Item #: #1030-Orange
 Sizes Available: 6 - 15 Whole Sizes
 Colors Available: Orange; White; Black

Renewal Options:

The Division of Purchasing shall have the sole option to renew the contract in one (1) year increments or a portion thereof, for a maximum total of two (2) additional years. The bidder must respond to the following line items regarding renewal pricing. The bidder may indicate either a renewal price increase stated as a maximum percentage of increase, applicable to all line items, or a price decrease, stated as a guaranteed minimum percentage of decrease applicable to all line items. The bidder should not bid BOTH a price percentage increase and decrease for the same renewal period but must clearly indicate if the percentage is an INCREASE or a DECREASE. Bidders submitting an electronic bid are strongly advised to submit a comment or attachment to distinguish between an increase or decrease. In the event no comment or attachment is submitted, the State of Missouri shall interpret the percentage as an INCREASE in the absence of bid clarification.

Regarding price increase percentages for renewals: The bidder must indicate the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option year(s). If a percentage is not quoted (i.e., left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then current price" or "consumer price index" are NOT ACCEPTABLE. The percentage(s) indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

IMPORTANT BID PRICING INFORMATION: The bidder should be very careful to note that all increases shall be calculated against the ORIGINAL contract price, NOT against the previous year's price. Therefore, each renewal period's quoted percentage shall be applied to the ORIGINAL bid pricing, and not to the contract pricing from the prior contract period (with the exception of the first renewal period).

5 C/S Code: 53111600 1 PCNT 3.5 %
Shoes (applied to the ORIGINAL bid price)
1st Renewal Period:
Renewal Option Percentage Price Adjustment

Bidder must identify below by checking appropriately as an INCREASE OR DECREASE

Maximum Increase: XXX OR Minimum Decrease: _____

6 C/S Code: 53111600 1 PCNT 6.0 %
Shoes (applied to the ORIGINAL bid price)
2nd Renewal Period:
Renewal Option Percentage Price Adjustment

Bidder must identify below by checking appropriately as an INCREASE OR DECREASE

Maximum Increase: XXX OR Minimum Decrease: _____

DELIVERY * All items ARO 5-30, Except #1030 - orange - we can deliver this item after 4/15/16 (April), then ARO 5-30

The desired delivery is thirty (30) calendar days after the receipt of a properly executed order. If bidder's delivery is different, the bidder should state delivery in days after receipt of order: 30 calendar days ARO. Additionally, the bidder should state number of delivery days after receipt of all succeeding orders ARO 5-30.

The bidder should state whether sizing templates will be provided, or if size exchanges will be offered Templates. If the bidder is proposing both, then indicate by checking "Yes" or "No" below.

 Yes XXX No

EMPLOYEE BIDDING/CONFLICT OF INTEREST

Bidders who are 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 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof: NONE

If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed: NONE

Percentage of ownership interest in bidder's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof: 0.00 %

**ATTACHMENT #1
Delivery Locations**

ALGOA CORRECTIONAL CENTER

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

BOONVILLE CORRECTIONAL CENTER

1216 East Morgan Street
Boonville, MO 65233
PH: 660-882-6521

CHILLICOTHE CORRECTIONAL CENTER

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

CREMER THERAPEUTIC CENTER

689 Route O
Fulton, MO 65251
PH: 573-595-4013

CROSSROADS CORRECTIONAL CENTER

1115 East Pence Road
Cameron, MO 64429
PH: 816-632-2727

EASTERN RECEP. & DIAG. CORR. CTR.

2727 Highway K
Bonne Terre, MO 63628
PH: 573-358-5516

FARMINGTON CORRECTIONAL CENTER

1012 West Columbia
Farmington, MO 63640
PH: 573-218-7100

FULTON RECEPTION & DIAGNOSTIC CENTER

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

JEFFERSON CITY CORRECTIONAL CENTER

8416 No More Victims Road, Dock B
Jefferson City, MO 65101
PH: 573-751-3224

MOBERLY CORRECTIONAL CENTER

5201 South Morley
Moberly, MO 65270
PH: 660-263-3778

MISSOURI EASTERN CORRECTIONAL CENTER

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

MARYVILLE TREATMENT CENTER

30227 U.S. Highway 136
Maryville, MO 64468
PH: 660-582-6542

NORTHEAST CORRECTIONAL CENTER

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

OZARK CORRECTIONAL CENTER

929 Honor Camp Lane
Fordland, MO 65652
PH: 417-767-4494

POTOSI CORRECTIONAL CENTER

11593 State Highway O
Mineral Point, MO 63660
PH: 573-438-6000

SOUTH CENTRAL CORRECTIONAL CENTER

255 West Highway 32
Licking, MO 65542
PH: 573-674-4470

SOUTHEASTERN CORRECTIONAL CENTER

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

TIPTON CORRECTIONAL CENTER

619 North Osage Avenue
Tipton, MO 65081
PH: 660-433-2031

WOMEN'S EASTERN RECEP. & DIAG. CORR. CTR.

1101 East Highway 54
Vandalia, MO 63382
PH: 573-594-6686

WESTERN MO CORRECTIONAL CENTER

609 East Pence Road
Cameron, MO 64429
PH: 816-632-1390

WESTERN RECEP. & DIAG. CORR. CTR.

3401 Faraon Street
St. Joseph, MO 64506
PH: 816-387-2158

EXHIBIT A

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 exist:

- 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, law, agreement, or regulation 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.:

TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DON'T 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:

- 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**.

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

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
	NONE		

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
1	CHINA	2	CHINA
3	CHINA	4	CHINA

(Exhibit continues on next page)

EXHIBIT A, continued: DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

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. Trade Treaty, Law, Agreement, or Regulation
	NONE - ALL CHINA MADE PRODUCTS REQUIRE	DUTY / TARIFF PAYMENTS	

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.

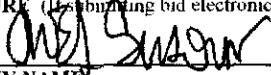
Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole U.S. Manufactured Product or Line of Particular Good
	NONE		

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 (If submitting bid electronically, scanned or typed signature is acceptable)



J. WESLEY CALHOUN, PRESIDENT FEBRUARY 1, 2016

COMPANY NAME

SHOE CORPORATION OF BIRMINGHAM, INC.

EXHIBIT B

PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop Participation Commitment – If the bidder is committing to participation 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 service the organization for the blind/sheltered workshop is proposed to perform.</i>
Item 1	
1. NONE	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:
Item 2	
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:
Item 3	
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:
Item 4	
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:

EXHIBIT C

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: SHOE CORPORATION OF BIRMINGHAM, INC

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 or the bidder identified above.

Indicate appropriate business classification(s):

Organization for the Blind _____ Sheltered Workshop _____

Name of Organization: NONE

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: _____

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 D**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) 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 Purchasing 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 PURCHASING, 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 D (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.

NONE	
_____ 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 Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the Purchasing.

Date SDV Documents were Submitted: _____

Previous Bid/Contract Number for Which the SDV Documents were Submitted: _____
(if applicable and known)

NOTE: If the SDVE and SDV are listed on the Purchasing SDVE database located at <http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the Purchasing within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV's Documents - Verification Completed By:	
_____ Buyer	_____ Date

**STATE OF MISSOURI
DIVISION OF PURCHASING
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 addendum thereto, the definition or meaning described below shall apply.

1. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing (Purchasing). The agency is also responsible for payment.
2. **Addendum** means a written official modification to an IFB.
3. **Amendment** means a written, official modification to a contract.
4. **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.
5. **Bid End Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
6. **Vendor** means the supplier, bidder, 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.
7. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
8. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
9. **Contractor** means a supplier, bidder, person or organization who is a successful vendor as a result of an IFB and who enters into a contract.
10. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the sealed bid prior to the specified end date and time.
11. **Invitation for Bid (IFB)** means the solicitation document issued by Purchasing to potential vendors 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 Pricing Pages, Exhibits, Attachments, and Addendums thereto.
12. **May** means that a certain feature, component, or action is permissible, but not required.
13. **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.
14. **Pricing Pages** applies to the form(s) on which the vendor 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 vendor with the sealed bid prior to the specified bid end date and time.
15. **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 operations of Purchasing.
16. **Shall** has the same meaning as the word **must**.
17. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

1. 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.
2. 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 Purchasing.
3. 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.
4. 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.
5. 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.
6. The contractor shall only employ 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. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

1. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing 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 stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from Purchasing, unless the IFB specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid end date.
2. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB end date may not be answered.
3. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
4. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors 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.
5. The IFB is available for viewing and downloading on the MissouriBUYs Statewide eProcurement System. Registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYs. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYs Statewide eProcurement System at <https://missouriBUYs.mo.gov/>.
6. Purchasing reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYs Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

4. PREPARATION OF BIDS

1. Vendors **must** examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.

1. 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.
2. 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 vendor 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 vendor 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.
1. 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.
2. In the event that the vendor 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 vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor 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 (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing 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.
3. 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.
4. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
5. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
6. Any foreign vendor 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.

5. SUBMISSION OF BIDS

1. Registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuyss.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit bids hard copy delivered to the Purchasing office. Delivered bids must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their bid is in the Purchasing office (address listed above) no later than the exact end date and time specified in the IFB.
2. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official end date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
3. A bid submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A bid which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
4. A bid submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A bid which has been delivered to the 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 Purchasing prior to the official end date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
5. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
6. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy bid to Purchasing must sign and return the IFB cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all IFB requirements, terms and conditions. Failure to do so may result in rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
7. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

1. Bid openings are public on the end date and at the opening time specified on the IFB document. Names and prices of the respondents shall be read at the bid opening. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System. Purchasing will not provide prices or other bid information via the telephone.
2. Bids which are not received in the Purchasing office prior to the official end 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.

7. PREFERENCES

1. In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
2. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed 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.
3. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

1. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor 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.
2. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
3. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

1. Awards shall be made to the vendor 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 vendor, and all other evaluation criteria specified in the IFB and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
2. In the event all vendors fail to meet the same mandatory requirement in an IFB, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual bid.
3. Purchasing reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, Purchasing may negotiate for the required supplies.
4. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor's references, or from any other source.
5. 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.
6. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing 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 Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
7. All bids and associated documentation which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
8. Purchasing posts all bid results on the MissouriBUYS Statewide eProcurement System website for all vendors to view for a reasonable period after bid award. Purchasing maintains images of all bid file material for review. Vendors who include an e-mail address with their bid will be notified of the award results via e-mail.
9. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
10. 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).
11. The final determination of contract award(s) shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

1. By submitting a bid, the vendor 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.
2. A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) Purchasing'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.
3. A notice of award issued by the State of Missouri 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 State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
4. 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 Purchasing or by a modified purchase order 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.

10. INVOICING AND PAYMENT

1. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
2. The statewide financial management system has been designed to capture certain receipt and payment information. 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.
3. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Purchasing.
4. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
5. The State of Missouri 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 state's rejection and shall be returned at the contractor's expense.
6. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
7. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

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.

12. INSPECTION AND ACCEPTANCE

1. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
2. 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.
3. The State of Missouri 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.
4. The State of Missouri'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.

13. WARRANTY

1. 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 Purchasing, (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 state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

1. 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.
2. 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.

15. REMEDIES AND RIGHTS

1. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
2. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri 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 State of Missouri 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 State of Missouri.

16. CANCELLATION OF CONTRACT

1. In the event of material breach of the contractual obligations by the contractor, Purchasing may cancel the contract. At its sole discretion, Purchasing 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 10 working days from notification, or at a minimum the contractor must provide Purchasing within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
2. If the contractor fails to cure the breach or if circumstances demand immediate action, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
3. If Purchasing cancels the contract for breach, Purchasing 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 Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.
4. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the vendor/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the vendor/contractor.

18. BANKRUPTCY OR INSOLVENCY

1. 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 Purchasing immediately.
2. Upon learning of any such actions, Purchasing reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, 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.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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.

If discrimination by a contractor is found to exist, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing 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.

11. AMERICANS WITH DISABILITIES ACT

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).

12. FILING AND PAYMENT OF TAXES

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 the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their bid from consideration for award.

13. TITLES

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 10-19-15

END OF DOCUMENT



125-45th Place North, Birmingham, Alabama 35222
Toll Free 1-800-227-4934 Phone 205-326-2800 Fax 205-326-2808

February 10, 2015

To whom it may concern;

Shoe Corporation of Birmingham, Inc. is a corporation for profit located in Birmingham, Alabama.

We, feel that we comply with exception provisions of Missouri Section 351.572.1.

1. We have only one business location in the United State which is located in Birmingham, Alabama.
2. All of our products are warehoused and shipped from our 44,000 square foot warehouse located in Birmingham, Alabama.
3. We do not employ any outside sales people which may call in the State of Missouri.
4. We will not have any warehousing; shipping; retail; or wholesale operations locations within the State of Missouri.
5. Any contracts with the State will be reviewed and consummated in the State of Alabama.
6. All orders received from the State of Missouri will be in the form of phone call; fax; letter; or email.
7. All of our products will be shipped into the State by the use of Commercial Trucking Companies or by Small Package Shippers.



125-45th Place North, Birmingham, Alabama 35222
Toll Free 1-800-227-4934 Phone 205-326-2800 Fax 205-326-2808

8. All of our transactions will be from Birmingham, Alabama and / or shipped directly from China.

We hope that this letter shows our position in following your requirements of a Foreign Corporation in the State of Missouri.

We will be open to future discussions if needed to clarify any our points listed above.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Wesley Calhoun", with a long, sweeping flourish extending to the right.

J. Wesley Calhoun, President



125-45th Place North, Birmingham, Alabama 35222
Toll Free 1-800-227-4934 Phone 205-326-2800 Fax 205-326-2808

RECYCLE CERTIFICATE

THIS IS TO CERTIFY THAT WE ARE USING RECYCLED MATERIALS IN THE MANUFACTURING OF OUR SHOES AND IN OUR BOXES AND PACKAGING MATERIALS TO THE MAXIMUM PER CENT AND STILL MAINTAIN OUR QUALITY PRODUCTS.

CANVAS SHOE STYLES:

#6199; #6191; #393; #493; #540; #440; #326; #1011; #1012; #1024; #1030; #4049

UPPER: 20% RECYCLED MATERIALS

LINING: 15% RECYCLED MATERIALS

OUTSOLE: 10% RECYCLED MATERIALS

23% IS CONSIDERED THE RECYCLED CONTENT OF THE ENTIRE COST OF OUR CANVAS SHOES, INCLUDING THE PACKAGING.

LEATHER BOOT / SHOE STYLES:

#N193; #N194; #5050; #5055; #5087; #9750; #81146; #21; #47; #46; #5000; #597; #597S;
#1206; #193; #194; #2400; #2500; #2600; #2700; #2800; #2900; #3700; #42292; #41192; #622;
#V995; #596

UPPER: 5% RECYCLED MATERIALS

LINING: 10% RECYCLED MATERIALS

OUTSOLE: 20% RECYCLED MATERIALS

20% IS CONSIDERED THE RECYCLE CONTENT OF THE ENTIRE COST OF LEATHER BOOTS / SHOES, INCLUDING THE PACKAGING.

SHOWER SHOES; VINYL BOOTS / STYLES:

#888; #V722; #722; #777; #1200; #502; #V5050; #11051V; #11052X; #2380; #PED-VEE

MADE OF PVC; PLASTIC; OR EVA AND THE RECYCLE CONTENT IS 50%

55% IS THE RECYCLED CONTENT OF THE ENTIRE COST OF SHOWER SHOES INCLUDING THE PACKAGING.



125-45th Place North, Birmingham, Alabama 35222
Toll Free 1-800-227-4934 Phone 205-326-2800 Fax 205-326-2808

PRODUCT GUARANTEE

We, at Shoe Corporation of Birmingham, Inc., are proud to offer you our products which are manufactured here in the USA and from Main Land China.

Our products are utilized in many different environments, in both America and in Canada.

We guarantee all of our products against manufacturing workmanship defects of new shoes and defects that affect the normal life expectancy of normal wear.

Our policy for over 20 years is to be reasonable with any defect and to give credit or replacement to any of our products which have manufacturing defects.

Sincerely,

J. Wesley Calhoun, President
Shoe Corporation of Birmingham, Inc.
1-800-227-4934



Company ID Number: 513798

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer - SHOE CORPORATION OF BIRMINGHAM, INC.	
MICHELLE FINNEY	
Name (Please Type or Print)	Title
Electronically Signed	03/01/2012
Signature	Date
Department of Homeland Security - Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	03/01/2012
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	SHOE CORPORATION OF BIRMINGHAM, INC.
Company Facility Address	125 45TH PLACE NORTH BIRMINGHAM, AL 35222
Company Alternate Address	
County or Parish	JEFFERSON
Employer Identification Number	830635690

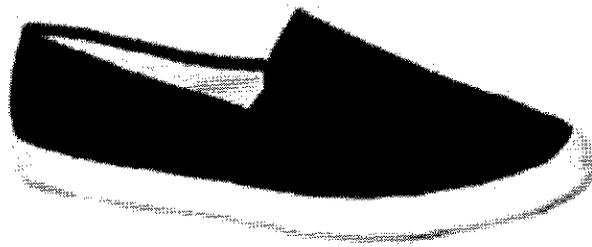


Company ID Number: 513798

North American Industry Classification Systems Code	423	
Administrator		
Number of Employees	10 to 19	
Number of Sites Verified for	1	
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:		
ALABAMA	1	site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	MICHELLE FINNEY	Fax Number	(205) 326-2800
Telephone Number	(205) 397-4261		
E-mail Address	mfinney@shoecorp.com		



SPECIFICATIONS FOR: Canvas Deck Shoes #6199

STYLE	6199 MEN/WOMEN'S CANVAS SLIP-ON
UPPER:	8 - 10 OUNCE COTTON DUCK FACE WITH 7 OUNCE LAMINATED INSIDE BACKING. HEAVY ELASTIC GORING FOR GOOD FIT.
INSOLE	7.5 OUNCE COTTON DUCK SEWN TO UPPER TO INSURE AGAINST SEPERATION.
MIDSOLE	CUSHION FOAM OF ELASTIMERIC ¼ INCH.
SOLE	NON-SKID RUBBER VULCANIZED TO WHITE RUBBER FOXING.
HEEL	TWO PLY COUNTER OF COARSE COTTON DUCK AND 1/8 INCH ELASTIMERIC RESIN DOUBLE STITCHED WITH TAPE BINDING.
SIZES	AVAILABLE WHOLE SIZES 2 TO 14, 15, 16, 17, 18. (CROSS MARKED WITH MENS & WOMENS SIZES).
PACKING	24 PAIRS PER CASE.
COLOR(S)	NAVY, WHITE, ORANGE, OR BLACK.



SPECIFICATIONS FOR STYLE #326 CANVAS SLIP ON

UPPER: 11 OUNCE OR HEAVIER COTTON DUCK

TOE CAP: PROTECTIVE RUBBER CAP ON TOE

INSOLE: 7.5 OUNCE COTTON SEWN TO UPPER

HEEL COUNTER: SOFT PADDED HEEL COUNTER

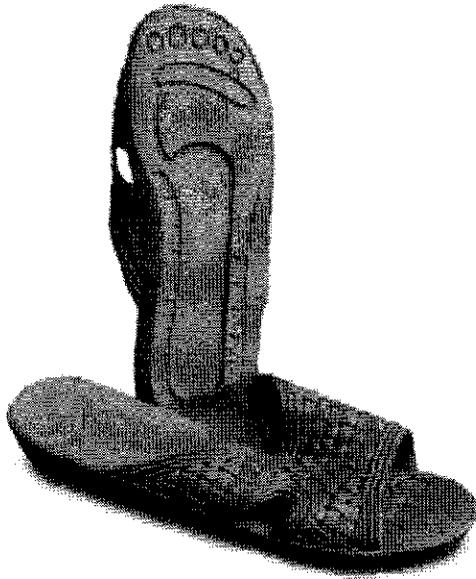
SOLE: DOUBLE VULCANIZED CONSTRUCTION, EXTRA THICK BASKETBALL TYPE SOLE

HEEL: 2 PLY COUNTER

SIZES: WHOLE SIZES 4 TO 17 MEN'S AND WOMENS SIZES

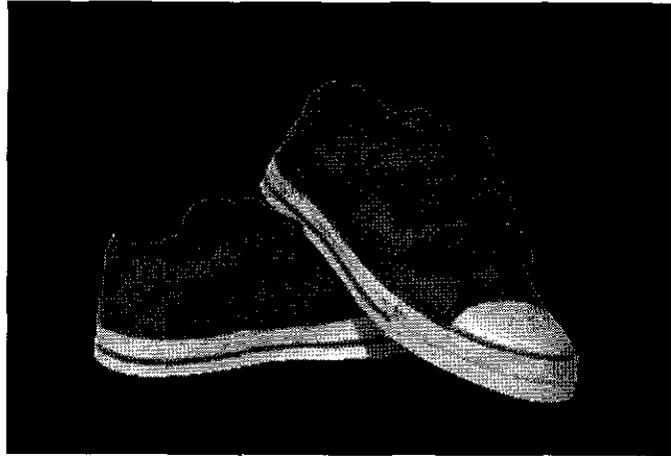
PACKING: 24 PAIRS PER CASE

COLOR(S): NAVY, ORANGE OR WHITE



SPECIFICATIONS FOR PVC INDOOR/OUTDOOR SANDAL STYLE #888

CONSTRUCTION	DURABLE ONE PIECE CONSTRUCTION WASHABLE. ANTI-BACTERIAL, ANTI-FUNGAL
SOLE	NON-SKID, NON MARKING PVC
DESIGN	BASKET WEAVE, SUITABLE FOR INDOOR OR OUTDOOR WEAR
COLOR(s)	TAN,ORANGE, OR CALL FOR CUSTOM COLORS
SIZES	MENS AND WOMENS SIZES AVAILABLE FROM 3-17
PACKAGING	PACKED 24 PAIRS PER CASE , PAIRS INDIVIDUALLY POLY BAGGED
WEIGHT	AVERAGE WEIGHT 1.4 LBS. PER PAIR



#1030 ORANGE VELCRO SHOE

- UPPER:** 8 – 10 OZ., 100% COTTON CANVAS, FABRIC LINED UPPER
- INSOLE:** SEWN-IN FULL CUSHION INSOLE, 7.5 OZ. CANVAS
- WIDTH:** FULL CUT
- SOLE:** WHITE DOUBLE VULCANIZED ACTION SOLE OF 38% NATURAL RUBBER AND 62% PVC.
SOLE HAS A WAFFLE DESIGN WHICH IS LONG WEARING AND NON MARKING.
- CONSTRUCTION:** VULCANIZED, UPPER STICHED TO INSOLE WITH HEAVY DUTY TOE CAP
- STRAPS:** THREE VELCRO STRAPS THAT LOOP THROUGH HOLES THAT CONTAIN NO PLASTIC OR METAL IN THE SHOE.
- SIZING:** MEN SIZE 4 – 15
- PACKAGING:** 24 PAIR TO A CASE, EACH PAIR IN A POLY BAG

All Canvas
Packed
24 pr. per
case

SLIP-ONS



#6199 Canvas Slip-On Deck Shoe

- Cushion Insole Stitched to Upper
- Non-Marking Vulcanized Soles
- Colors: Navy, White, Orange, Black
- Dual Marked: Men's 2-19, Women's 4-12

#326 Canvas Slip-On Deck Shoe

- Thick, Basketball Type Sole & Toe Cap
- Heavy 11 oz. Canvas & Padded Collar
- Stitched Thick Cushioned Insole
- Dual Marked: Men's 4-17, Women's 6-19
- Color: Navy, Orange, White



Crew & Tube Socks for Men & Women!

- Call for Pricing!
- We can manufacture to specifications.
- For any item not seen here, please call toll free to check availability.
- Shoe Corp is a distributor of many institutional items not listed here.
Make an inquiry & let us accommodate your needs.

Do you NEED
Socks, Insoles, &
Shoe Strings? We
Stock those too!



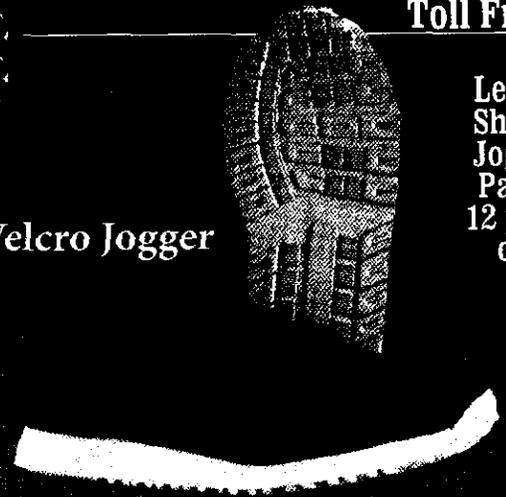
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Toll Free: 800-227-4934

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Call Toll-Free Today

#41192 Black Suede & Nylon Velcro Jogger



#42292 White Suede & Nylon Velcro Jogger



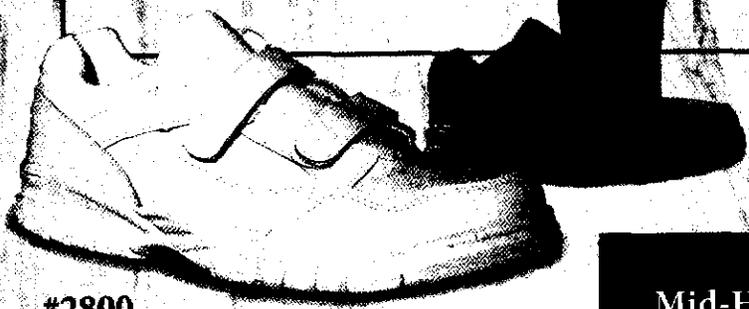
#2700 Low Top Leather Tie Court Shoe
#2800 Low Leather Velcro Court Shoe

- Solid Black or White Upper & Sole
- Upper Stitched to Non-Marking Sole
- Comfortable Cushion Arch & Insole
- Anti-Fungal & Anti-Bacterial Treated
- No Plastic or Metal

• Regular & EEEE Widths



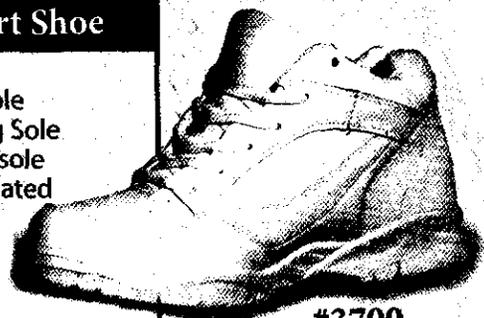
#2700



#2800

#3700 Mid-High Leather Court Shoe

- Solid Black or White Upper & Sole
- Upper Stitched to Non-Marking Sole
- Comfortable Cushion Arch & Insole
- Anti-Fungal & Anti-Bacterial Treated
- No Plastic or Metal
- Men's 2-18, Women's 4-20
- Regular & EEEE Widths



#3700

Coming Soon

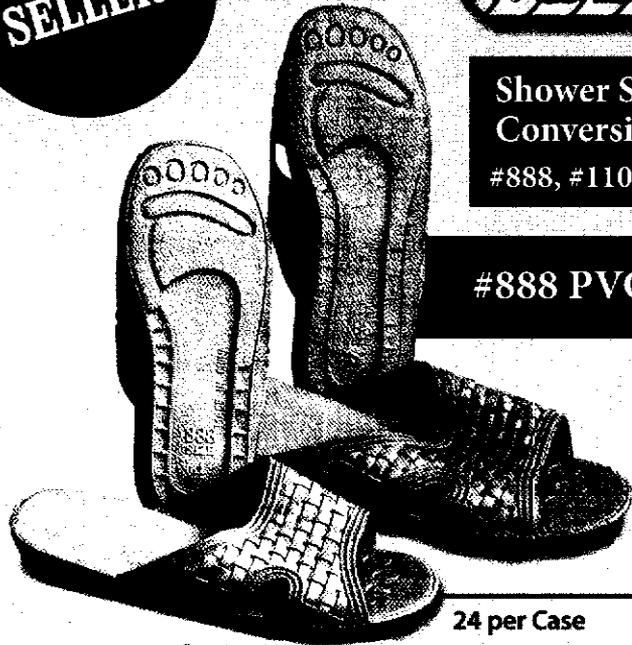
- SL 2400 Lace Up Low White
- SV 2500 Velcro Black or White
- Extra Thick Solid Sole
- Fully Stitched
- Regular Width
- Test double on Abrasion Test

SHOWER SHOES & SLIPPERS

BEST SELLER!

Shower Shoe Conversion Table
 #888, #11052X, #11051V

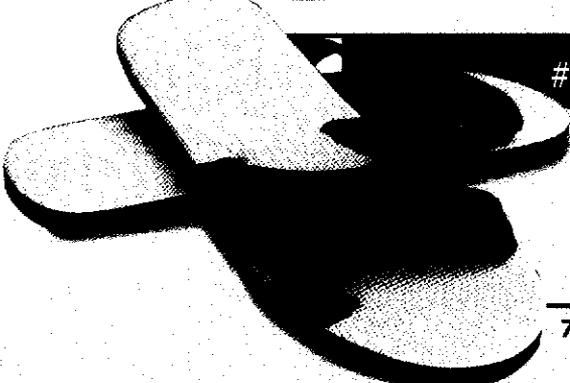
- Small 6 - 8
- Medium 9 - 10
- Large 11 - 12
- XLarge 12 - 13
- XXLarge 14 - 15
- XXXLarge 16 - 17



#888 PVC "Basket-Weave" Shower Sandal

- One Piece Washable PVC Slipper
- Anti-Fungal & Anti-Bacterial Treated
- Tan & Orange Colors
- Men's 3 - 17, Women's 5 - 19
- Whole Sizes Only

24 per Case



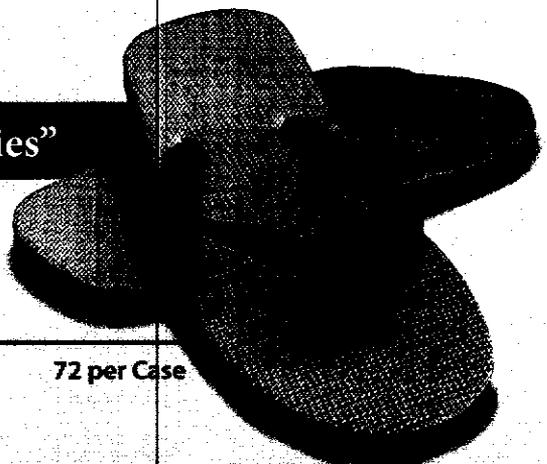
#11052X Black Cross "X" Strap Shower Sandal

- Light Weight, Open Toe, Can be Worn with Socks
- Black Cross Strap & Sole with White Insoles
- Male/Female
- Sizes: Small, Med. Large, XL XXL & XXXL

72 per Case

#11051V Black Thong "V" Strap "Zories"

- Light Weight, Thong between the Toes
- Black Soles & Straps with White Insoles
- Male/Female
- Sizes: Small, Med. Large, XL, XXL & XXXL



72 per Case



Navy Black
men's colors



Pink Lt. Blue
women's colors

#4049M Men's Terry Cloth Slipper #4049L Ladies Terry Cloth Slipper

- Washable Construction with Rubber Soles
- Closed Toe & Heel
- Cushion Insole
- Women Sizes: Small, Medium, Large, XLarge
- Men Sizes: Small, Medium, Large, XLarge, XXLarge

24 per Case

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For Immediate delivery

CROGS

#2380

**CHOOSE
FROM ORANGE,
BLACK OR
DARK BLUE**

**NO
METAL!**

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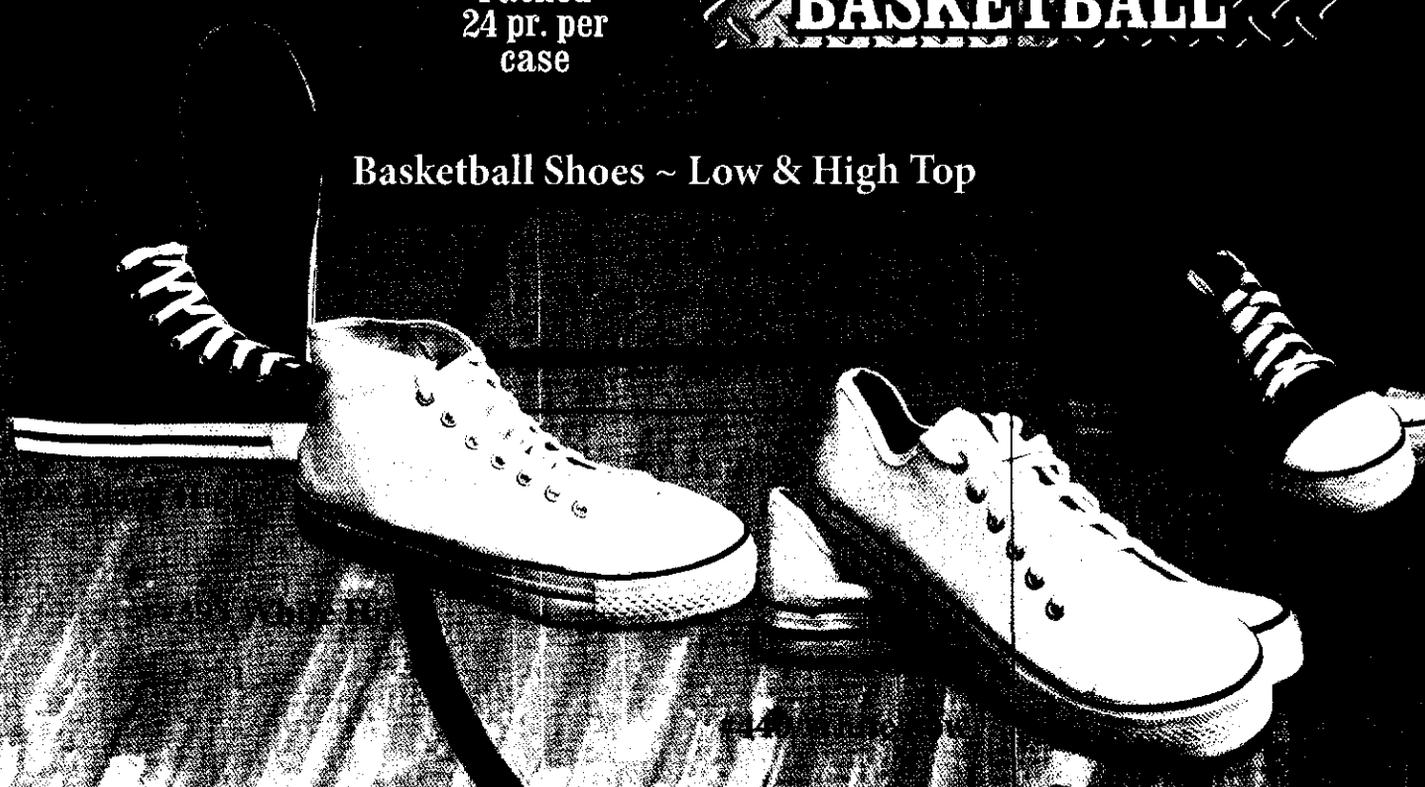
since
1972

**40 Years of
Service**

All Canvas
Packed
24 pr. per
case

HIGH & LOW TOP TIE BASKETBALL

Basketball Shoes ~ Low & High Top



Canvas Velcro

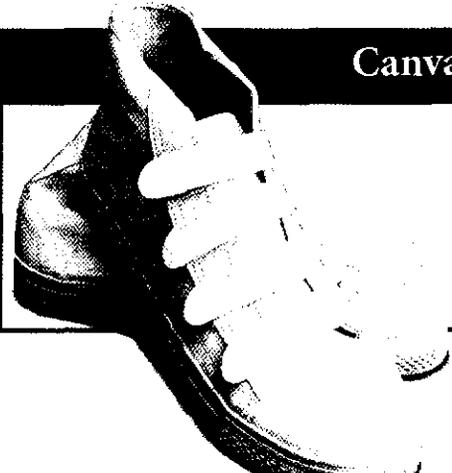
- Heavy Canvas Upper
- 3 Velcro Straps, No Metal or Plastic
- Heavy Vulcanized Soles
- Men's 2 1/2 - 17, Women's 4 1/2 - 19
- #1030 Orange, NEW!

#1024 White Low

#1030 Orange Low

#1011 Black Low

Canvas 4 Velcro High Top



- Heavy Black or White Canvas
- Durable Vulcanized Soles
- No Metal or Plastic
- Men's 2 1/2 - 16, Women's 4 1/2 - 18
- Also in #1012, Black

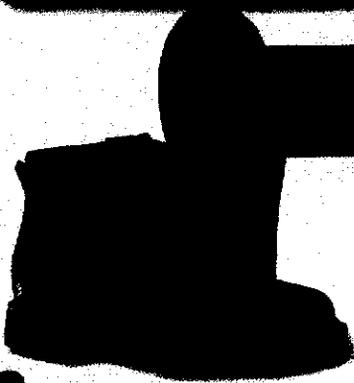
#1012 White High
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**Economy
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(see pg. 2)**

Over One Million Pairs SOLD!



**#N194 Black Leather 6" Work Boot
#N193 Brown Leather 6" Work Boot**

- Goodyear welt
- 'Cambrelle' Lining
- Cushion Lining, Insole, Tongue & Padded Collar
- Sizes 2 -19 Regular, Wide & XW Widths
- Dual Marked Men's & Women's Sizes

#1206 Black Leather 8" Jungle Boot

- Military or Boot Camp
- Leather Foot, Cordura Nylon Upper
- Panama Sole
- Whole Sizes, 2-15 Wide
- Packed in Poly Bags

**#597 Black Leather 6" Work Boot
#598 Brown Leather 6" Work Boot**

- One Piece Lug Sole & Heel
- Regular Width, Sizes 1-15
- Dual Marked Men's & Women's Sizes

**Choose from
7 WIDTHS!**

**#21 Black
Full Grain Leather**

- Black Full Grain Leather
- 6" Premium Quality
- Padded Collar, Insulated Lining & Tongue
- Notched Security Heel
- Goodyear Welt, Sizes 4 - 19
- Widths B - C - Reg - EE EEE EEEE EEEEE

**#V995 Black Leather
3 Velcro Straps**

- 3 Velcro Straps
- Cushion Lining, Insole,
- Padded Collar
- Goodyear Welt
- Available in Two Widths
- Whole Sizes, 6 -14

**#46 Black Leather Work Oxford
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- Goodyear Welt
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- Non-Skid Oil Resistant Sole
- Sizes 5-15, Reg & X-Wide Width

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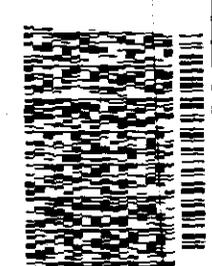
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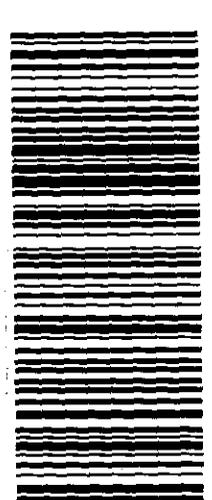


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