

Amendment # 3/Renewal # 2
EDS # ASA-10-014-11242

This is an Amendment to Quantity Purchase Agreement # 11242, for Tennis Shoes entered into by and between IDOA on behalf of All State Agencies (hereinafter referred to as "State") and The Shoe Corporation of Birmingham (hereinafter referred to as "Contractor") dated 10/27/2009. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

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Employment Eligibility Verification

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

Renewal Option

Further pursuant to the original contract renewal clause the State hereby exercises its option to renew this contract under the same terms and conditions of the original contract dated October 27, 2009 to include the above named amendment. The contract renewal term shall commence on October 27, 2011 and shall terminate on October 26, 2012.

Total amount of this action is estimated at \$50,000.00 Total remuneration of this contract is estimated not to exceed \$140,000.00.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

**Contractor: The Shoe Corporation of
Birmingham**

(Where Applicable)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

James F. Calhoun
JAMES F. CALHOUN
President
9/29/11

Attested By: _____

Printed Name: _____

Title: _____

Date: _____

Michelle C. Finney
Michelle C. Finney
Secretary
9/29/11

State of Indiana Agency:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Katherine L. Harrington, CPPB
Katherine L. Harrington, CPPB
Vendor-Contract Manager

Indiana Office of Technology

Department of Administration

Not Applicable

Brian Arrowood

Chief Information Officer

Date: _____

for

Robert D. Wynkoop
Robert D. Wynkoop

Commissioner

Date: _____

10-7-11

State Budget Agency

Office of the Attorney General

Adam Horst
Adam Horst

Director

Date: _____

10.14.11

Gregory F. Zoeller
Gregory F. Zoeller

Attorney General

Date: _____

10/17/11