

**MISSOURI DEPARTMENT OF TRANSPORTATION
PROCUREMENT
600 NE COLBERN ROAD
LEE'S SUMMIT, MO 64064**

REQUEST NO.	KC-B13-025
DATE	August 8, 2013
PAGE NO.	1
NO. OF PAGES	13

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

August 15, 2013 at 1:00 PM CST

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

F.O.B. Destinations

600 NE Colbern Road
Lee's Summit, MO 64086

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER:	Judy M. Franke, CPPB Sr. Procurement Agent	BUYER TELEPHONE:	816-347-4111
		BUYER EMAIL:	Judy.Franke@modot.mo.gov

SUPPLIES OR SERVICES

LED TELEVISIONS AND INSTALLATION SERVICES

To establish a contract to furnish LED Televisions and Installation Services with a **start date of "Notice to Proceed" or August 19, 2013.** **Project MUST be Completed by August 30, 2013** in accordance with the following pages.

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Return sealed bid to the address shown at the top of this page.

It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____	Firm Name: _____
Telephone No.: _____	Address: _____
Fax No.: _____	_____
Federal I.D. No. _____	By (Signature): _____
Email Address: _____	Type/Print Name _____
Is your firm MBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No	Title: _____
Is your firm WBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No	

LED TELEVISIONS AND INSTALLATION SERVICES

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **LED Televisions and Installation Services** located at 600 NE Colbern Road, Lee's Summit, MO 64086 with a **start date of "Notice to Proceed" or August 19, 2013 with a completion date of August 30, 2013** to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed, overnight services or hand delivered to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than August 15, 2013, 1:00 p.m., CST.**

RFB COORDINATOR:

Judy M. Franke, CPPB
Senior Procurement Agent
Missouri Department of Transportation
600 NE Colbern Road
Lee's Summit, MO 64086

PHONE: 816-347-4111

FAX: Sealed Bid

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of LED Televisions and Installation Services as set forth herein.

- 1.2.2 Organization: This RFB is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page
- 5) Vendor Information and Preference Certification Form
- 6) Anti-Collusion Statement
- 7) Annual Worker Eligibility Verification Affidavit
- 8) Terms and Conditions

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2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide **LED Televisions and Installation Services** located at 600 NE Colbern Road, Lee's Summit, MO 64086 with a **Start Date of "Notice to Proceed" or August 19, 2013 with a Completion Date of August 30, 2013** for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT estimates, but does not guarantee, the purchase of the estimated quantities stated herein.
- 2.1.4 MoDOT reserves the right to obtain "like or similar" services as specified herein from other contractors, exclusive of the contract, when use of such services is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.6 MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- 2.1.7 This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.
- 2.1.8 A purchase order will be attached to the "Notice to proceed", which will specify the **start date that the Contractor can begin work and the project MUST be completed by August 30, 2013 before an upcoming event to be held first week of September 2013.**

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with **LED Televisions and Installation Services** located at 600 NE Colbern Road, Lee's Summit, MO 64086 in accordance with the following.
- 2.2.2 Specifications and Scope of Work:
- 1.) 1080 Resolution
 - 2.) 10 bit processor
 - 3.) At least 2,000,000:1 contrast ratio
 - 4.) 120Hz refresh rate
 - 5.) At least 3 HDMI inputs
 - 6.) S Video connection
 - 7.) 2 A/V inputs
 - 8.) 1 USB (2.0) connection
 - 9.) Speakers mounted under the screen
 - 10.) 2 Turner picture in picture
 - 11.) Ability to connect to the computer (VGA connection)
 - 12.) The border around the televisions MUST be black
- 2.2.3 **No Refurbished** Televisions Allowed.
- 2.2.4 The 42" television mounts must support the 42" television and have the capability of being mounted on a 2 1/2" diameter pipe (see diagrams below on page 4-5).
- 2.2.5 The 52" television will be wall mounted (see diagram below on page 6).

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- 2.2.6 A minimum of a 3 year maintenance agreement is required on all televisions and mounting brackets.
- 2.2.7 *The television(s) will be used continuously in a 24/7 control room.*
- 2.2.8 Mobilization and mileage fees MUST be included in pricing.
- 2.2.9 Questions pertaining to the **equipment and installation DETAILS must be directed to Jason Sims, Traffic Center Manager** at 816-365-2587 cellular.

2.3 Required Specifications:

- 2.3.1 Installation will be for ONLY (8) 42" televisions and (1) 52" television. The remaining (6) televisions will be used as replacements in the future.
- 2.3.2 Installation of televisions **MUST be completed by August 30, 2013** due to an upcoming event to be held the first week of September.
- 2.3.3 The work to be completed is considered NON-Prevailing Wage as the televisions and mounts will be primarily mounted on existing 2 1/2" diameter pipe(s) and an existing wall mount bracket (see diagrams below on pages 4-6). No major construction or drywall procedures are anticipated.

2.4 Mounting Hardware Locations:

- 2.4.1 See below for the locations of the (8) 42" televisions to be mounted, to include (4) televisions placed on each side of the wall, in a 2x2 configuration.



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- 2.4.2 Below is a close up view of the above quad configuration hardware. The brackets shown will be replaced with the new hardware. The center pole and the 2 ½” poles will remain.



- 2.4.3 Below is a close up picture of the rear view of the quad configuration brackets. The brackets shown will be replaced with the new hardware. The center pole and the 2-2 ½” poles will remain.



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- 2.4.4 Below is a close up picture of the wall configuration and mounting bracket for the 52” television. ***This mounting bracket will be reused if possible.***



2.5 Contract/Purchase Order:

- 2.5.1 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, 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

2.6 Invoicing and Payment Requirements:

- 2.6.1 The contractor shall submit an itemized invoice as directed in the “Notice to Proceed” letter for the completion of services, as specified herein.
- 2.6.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference 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.
- 2.6.3 The contractor shall understand and agree MoDOT 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

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contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorervices.mo.gov/vendorervices/Portal/Default.aspx>. 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 [Vendor Payment Website](#) to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.

- 2.6.4 The contractor shall be paid in accordance with the firm, fixed price stated on the pricing page of this document after completion of services specified herein and acceptance by MoDOT.
- 2.6.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.6.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- 2.6.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 2.6.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

2.7 Other Contractual Requirements:

- 2.7.1 The bidder is directed to the "*Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions*" attached to the bid documents, regarding the amount and types of **insurance certificates required** to be submitted by the contractor.
- 2.7.2 In the event the Contractor fails to complete work within the time specified, the Department and the public will sustain delays in providing services to the public, the exact extent of which would be difficult to ascertain, and in order to **liquidate such damage in advance it is agreed that the sum of \$250.00 per calendar day**, for each assessable calendar day on which the work has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.
- 2.7.3 The awarded vendor will have to comply with the requirements of **E-Verify see pages 12, 13 and 16 below**. Supply the appropriate documents related to the federal E-Verify program.

It's not necessary prior to the bid opening (August 15, 2013) to supply the E-Verify information, but if your company is already enrolled in the Department of Homeland Security's federal work authorization program and have obtained a completed copy of the E-Verify Memorandum of Understanding form (this would expedite the award process and schedule of events for the project) if the MOU form was submitted with your bid, in addition to filling out the appropriate affidavit form (either page 12 or 13) below.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked “**KC-B13-025, LED Televisions and Installation Services**”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:
- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact.
 - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
 - c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 3.1.5 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 3.1.6 Cost Determination: The low bid shall be determined by “Project Cost”.
- 3.1.7 Contract Award: The contract will be awarded to the lowest responsive bidder determined as specified above.
- a. Award of this bid will be made on an “All or Nothing” basis using the “lowest and best” principle of award.
 - b. Notification of award shall be at the time the tabulation is posted to the Internet. **It is the sole responsibility for all bidders to check the website for bid results.**

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4.0 PRICING PAGE

4.1 The bidder shall provide firm, fixed price(s) in the table below for providing the equipment and services in accordance with the provisions and requirements of this RFB.

4.2 PROJECT COST shall include all supplies, equipment and materials associated with providing the required services. Sign where indicated below and return with all required solicitation documents.

Item	Qty.	Description	Firm, Fixed Price
		The contractor shall provide LED Televisions and Installation Services located at 600 NE Colbern Road, Lee's Summit, MO 64086. Start date will be "Notice to Proceed" and/or August 19, 2013 (as soon as possible). Project must be completed by August 30, 2013.	
001	10	42" LED Televisions	\$ _____
002	8	Television MOUNTS for a 42" LED Television	\$ _____
003	5	52" LED Television	\$ _____
004	4	Television MOUNTS for a 52" LED Television	\$ _____
005	1	Installation Cost	\$ _____
			<div style="border: 1px solid black; border-radius: 10px; width: 100px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> \$ </div> <p style="text-align: center; margin-top: 10px;">TOTAL PROJECT COST</p>

VENDOR REMARKS AND/OR ATTACH OTHER SUPPORTING DATA WITH YOUR RESPONSE TO THE BID.

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:						
Printed Name of Responsible Officer or Employee:	Signature:						
For Corporations - State in which incorporated:	For Others - State of domicile:						
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u>							
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; text-align: center;"><u>M/WBE Name</u></td> <td style="width: 33%; text-align: center;"><u>Percentage of Contract</u></td> <td style="width: 33%; text-align: center;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-top: 1px solid black;"> </td> <td style="border-top: 1px solid black;"> </td> <td style="border-top: 1px solid black;"> </td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>			
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>					

Preference Certification

All bidders must furnish ALL applicable information requested below

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are not manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u>	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

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ANTI-COLLUSION STATEMENT

STATE OF _____)

_____)

SS.

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

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ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(For joint ventures, a separate affidavit is required for each business entity)

Exhibit A

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____, personally
Affiant name
known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who
being by me duly sworn, stated as follows:

I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as
required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor,
personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities
conducted by business entities.

I, the Affiant, am the _____ of _____, and I am duly authorized,
title business name
directed, and/or empowered to act officially and properly on behalf of this business entity.

I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work
authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall
participate in said program to verify the employment eligibility of newly hired employees working in connection with any services
contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to
evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by
Section 285.530, RSMo.

I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not
knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization
under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to
Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for
subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business
entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[Documentation of enrollment/participation in a federal work authorization program to be attached]

LED TELEVISIONS AND INSTALLATION SERVICES

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

Exhibit B

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- checkbox a United States citizen.
checkbox an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

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STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award 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, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The contractor shall comply with all the provisions of executive order 07-13, issued by the honorable matt blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This executive order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBES. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

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

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

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SPECIAL TERMS AND CONDITIONS

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and **not less than \$3,000,000 for all claims arising out of a single occurrence;**
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect. Upon notification of award, the Contractor will need to provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any purchase order or notice to proceed by MoDOT. MoDOT shall be **listed as a "Certificate Holder"** on the Certificate of Insurance with the following mailing address:

**Missouri Department of Transportation
600 NE Colbern Road
Lee's Summit, MO 64086**

TO EXPEDITE THE PROJECT STARTING DATE, if you have the above referenced insurance limits, please submit a copy of your insurance certificate with your bid packet. MoDOT will require the certificate no later than Friday, August 16, 2013 as MoDOT reserves the right, at its sole discretion, to determine the date by which this documentation must be provided. The Contractor's inability to provide this documentation will result in his/her bid being rejected.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Prohibition Of Employment Of Unauthorized Aliens:

- a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment & participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed copy of the E-Verify Memorandum of Understanding (MOU)**. For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit **A**.
- b. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit **B**.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.