



**MISSOURI DEPARTMENT OF TRANSPORTATION
 INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
 FOR PURCHASES \$3,000 TO \$24,999.99
 THIS IS NOT AN ORDER**

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: OCTOBER 16, 2008	QUOTE DUE BY: OCTOBER 28, 2008 1:00 PM LOCAL TIME	F.O.B. REQUIREMENTS: DESTINATION
SERVICE WORK TO BE COMPLETED: ON AS NEEDED BASIS	QUOTATION NO: D7-09-019 THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: CATHY BAY TELEPHONE NUMBER: 417-629-3223 FAX NUMBER: 417-629-3226
District Mailing Address: Missouri Department of Transportation – District 7 Attn: Cathy Bay General Services/Procurement 3901 E. 32 nd Street Joplin, MO 64804		Delivery Locations: District 7 Main Office Complex / Joplin, MO Striping Building Bulk Paint Facility

**QUOTATION FOR ESTABLISHING FIXED PRICING FOR
 PAINT DRAIN AND SEPARATOR CLEANING**

The Missouri Department of Transportation (MoDOT District 7) located at 3901 East 32nd Street, Joplin, MO is requesting a quotation to establish fixed pricing for the cleaning of the paint drain and separators at the District 7 main office complex per the attached scope of work, conditions and instructions, standard solicitation provisions, and general terms and conditions.

YEAR	<u>PRICING SHEET</u> DESCRIPTION	TOTAL COST PER TRIP
2009	The cleaning of two 1,500 gal paint separators and a small floor drain pit in the bulk paint facility located at the District 7 Main Office Complex/Striping Building.	Cost for Cleaning \$ _____ Cost for Disposal \$ _____ Total\$ _____
2010	The cleaning of two 1,500 gal paint separators and a small floor drain pit in the bulk paint facility located at the District 7 Main Office Complex/Striping Building.	Cost for Cleaning \$ _____ Cost for Disposal \$ _____ Total\$ _____
2011	The cleaning of two 1,500 gal paint separators and a small floor drain pit in the bulk paint facility located at the District 7 Main Office Complex/Striping Building.	Cost for Cleaning \$ _____ Cost for Disposal \$ _____ Total\$ _____

NOTE: BASED ON 1800 GALLON OF WASTE DISPOSAL AND CLEANING
 Environmental fees, traveling fees, fuel surcharges and/or any other miscellaneous charges WILL NOT be accepted on any invoice. All fees must be included in your quoted price submitted.

Quotes must be received no later than 1:00 PM local time, October 28, 2008, at the Missouri Department of Transportation General Services Building, 3901 East 32nd Street, Joplin, MO 64804. Quotes may be faxed to the attention of Cathy Bay @ 417-629-3226.

If checked, the following item is a provision of this quotation.		
<input type="checkbox"/>	If this quotation is accepted, the quoting firm will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations for each affected craft and type of workmen. The current General Wage Order may be inspected at any District Headquarters Office or at the Headquarters Office in Jefferson City.	
Company Name:		
All responses to this Request for an Informal Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown. See attached for conditions and instructions.		
VENDOR NOTES		

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the “remit to” company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name /Mailing Address	Vendor Contact Information (including area codes):					
	Phone #:					
	Fax #					
	Cellular #					
Printed Name and Title of Responsible Officer or Employee:	Signature:					
Is your company registered/certified with the State of Missouri as a (please circle):						
Is your firm MBE Certified?					Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is your firm WBE Certified?					Yes <input type="checkbox"/>	No <input type="checkbox"/>
Would your company like information on becoming a registered/certified MBE/WBE vendor?					Yes <input type="checkbox"/>	No <input type="checkbox"/>
List all agencies your firm is currently certified with?						

Award of this bid/quote/proposal will be made on an “All Or Nothing” basis using the “lowest and best” principle of award.

SCOPE OF WORK

GENERAL REQUIREMENTS

The cleaning of two 1,500 gal paint separators and a small floor drain pit in the bulk paint facility located at the District 7 Main Office Complex/Striping Building as specified herein for the Missouri Department of Transportation – District 7.

CONTRACT PERIOD

Initial service shall begin upon award of the quotation. Pricing will remain in effect from date of award until December 31th, 2009. Work shall only be performed between the hours of 7:30 AM and 3:30 PM, Monday through Friday, excluding state holidays.

PERSONNEL REQUIREMENTS

The contractor shall be responsible for all supervision required to satisfactorily perform the requirements of the contract. The contractor shall supply address and telephone number of the contact person and alternate.

SPECIFIC REQUIREMENTS

- A. Service shall be provided as deemed necessary by MoDOT personnel. **Response time**, from notification to vendor by MoDOT of the service request, shall be 24 hours. MoDOT personnel will coordinate scheduling for services so to provide adequate preparation time for the contractor. MoDOT's contact person will be Randy Branham, Traffic Supervisor, or Tony Gates, Signing and Striping Supervisor.
- B. MoDOT has two 1,500 gallon paint separators and a small floor drain pit in the bulk paint facility. Both large separators can be accessed by two manhole covers and the smaller pit has a lift off grate. The vendor is required to remove all paint settlement from separator walls and bottom. This waste material will need to be disposed of in compliance to environmental standards.
- C. Vendor may clean by any means necessary. A vacuum truck has worked well in the past to remove settlement from separators, but vendor could use other method if it works as well.
- D. The contractor shall meet all Occupational Safety and Health Administration (OSHA) Regulations and comply with Missouri Department of Natural Resources (DNR) and Environmental Protection Agency (EPA) regulations.

SECURITY REQUIREMENTS:

- A. Only authorized persons shall be permitted on MoDOT premises.
- B. The contractor shall be held responsible for any breakage, damage and/or loss of MoDOT's Property through negligence and/or other inappropriate actions of the contractor or the contractor's employees while working on MoDOT's premises. The contractor shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract.
- C. The contractor shall not use, nor allow the contractor's employees to use, any MoDOT Equipment, supplies, property or telephones without the prior approval of an authorized MoDOT

Representative.

GENERAL CONDITIONS:

- A. The various tasks and schedules for performances of work, as outlined in the contract, are not to be taken as limiting. All work is to be performed in a manner satisfactory to and acceptable by MoDOT. The intent of this contract is to provide for a paint drain and separator cleaning service.
- B. The contractor shall fully coordinate his or her activities in the performance of the contract with MoDOT's designated representative.
- C. The contractor shall not assign any interest in the contract and shall not transfer any interest, whatsoever, in the contract without the prior written consent of MoDOT.
- D. MoDOT reserves the right to terminate the contract at any time, for the convenience of MoDOT, without penalty or recourse, by giving written notice to the contractor at least fifteen (15) days prior to the effective date of such termination.
- E. The contractor shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract.
- F. This Agreement 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 relating to the performance of the Agreement.
- G. Contract Renewals: The MHTC shall have the right, at its sole option, to renew the contract for Two (2) additional one-year periods, or any portion thereof. In the event the MHTC exercises such right, all terms and conditions, requirements and specifications of the contract, including all prices, shall remain the same as specified in this bid and apply during the renewal period(s).
- H. Escalation Clause - In the event the contractor requests a price increase during the contract period (*original contract period or contract renewal period*), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
 - a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

The following items are provisions of this quotation:

The attachment entitled "**PREFERENCE IN PURCHASING PRODUCTS**" must be completed and returned with this request for quotation.

All materials/equipment/services quoted upon are F.O.B. Destination (as outlined above). Any freight costs must be included in the unit price quoted and not listed as a separate line item.

The contractor will pay all sales and use taxes, which constitute a legal obligation arising out of this work. 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. The contractor will comply with local laws involving safety in the prosecution of the work.

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, **insurance limits shall be as follows:**

1. Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
2. **Public Liability (includes property damage and personal injury):**
 - a. **Not less than \$400,000 each individual per accident or occurrence.**
 - b. **Not less than \$2,500,000 each accident or occurrence.**
3. Special Hazard Insurance: As required.
4. Builder's Risk: Not less than the full Contract amount.

Permits, Licenses and Safety Issues

- a. 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.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

CONDITIONS AND INSTRUCTIONS

1. All quotations must be submitted on this form and signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
2. Vendor must provide the project price in the space provided above. Vendor must provide the vendor information in the spaces provided above.
3. The Missouri Department of Transportation reserves the right to reject any or all quotations, and to accept or reject any items thereon, and to waive technicalities.
4. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
5. The Missouri Department of Transportation is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. A Federal Excise Tax Exemption Certificate will be furnished upon request to the successful vendor(s).
6. Quotations may be submitted via mail, courier, facsimile transmission, or email. The Missouri Department of Transportation is not responsible for any communication failures and the respondent should verify receipt of any and all electronic responses. The time and date specified for the returning of quotations is a firm deadline and all quotations must be received at the designated office by that time. The Department does not recognize the U.S. Mail, or any other agency or courier service, as its agent for the purpose of accepting quotations.
7. The bidder understands that this project involves state funds and the bidder awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the contractor or his subcontractors, if any, based on race, color, religion, creed, national origin, sex or age. The undersigned contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.

Note: If any of the "Standard Solicitation Provisions" and "General Terms and Conditions" on the following pages conflict with the requirements outlined in this Request For Quotation, the RFQ requirements will supersede those below.

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (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.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000** or more, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (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.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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/proposal, the Bidder/Offeree 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- 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 purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, 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.

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 MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT 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.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeree upon request.
- b. 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.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. 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.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

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.
- b. 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. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) 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 MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. 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.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC 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 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 produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

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

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, 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.

Inspection and Acceptance

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

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (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.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. 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.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, 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 Offeror's performance of its obligations under this Agreement.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.