MISSOURI DEPARTMENT OF TRANSPORTATION
NORTHEAST DISTRICT
SOLICITATION GUIDELINES AND DOCUMENTATION

REQUEST FOR BID

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 26, 2016	**RESPONSES DUE NO LATER THAN:** NOVEMBER 14, 2016 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
SPECIFY YOUR ESTIMATED DELIVERY TIME IN THE SPACE PROVIDED BELOW (A.R.O. = AFTER RECEIPT OF ORDER)	**REQUEST # NE17-14B-R2** THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 **NO RFB RESPONSES ACCEPTED BY FAX**

Mailing Address: MoDOT – Northeast District – Macon Regional Office General Services (Procurement) Division 26826 U.S. Highway 63 Macon, MO. 63552	Delivery Locations: MoDOT – Northeast District Various and Multiple Locations As Detailed Below

MoDOT is seeking bids on new tires of the brand(s)/type(s) listed (no substitutions will be considered). ALL TIRES SUPPLIED MUST HAVE BEEN MANUFACTURED WITHIN THE PREVIOUS 12 MONTHS as of the date of delivery (Dates will be checked when delivered.) – No used or recap tires will be accepted.

The quantities shown represent the amounts intended to be ordered initially after award of this RFB. The unit pricing bid must be firm for possible future additional orders, if-needed, through December 31, 2016.

It is not necessary to bid on all groups. However, for your bid(s) on any group(s) to be considered, pricing must be provided for all the line items within a particular group. Refer to "Award" section on page 3.

VENDOR NAME:

(Enter your company name in this block)

GROUP # 1 GALAXY TIRES

Qty	TIRES (tires only – no mounting)	Unit Price	Extension
6	17.5 x 25 Galaxy EXR-300 (20-Ply Bias Loader)	$	$
Delivered To: Lancaster 4, Warrenton 2			
13	20.5 x 25 Galaxy EXR-300 (24-Ply Bias Loader)	$	$
Delivered To: Memphis 3, Kirksville 4, Macon 4, Troy 2			
GROUP #1 – TOTAL ORDER EXTENSION:		$	
Delivery Time (A.R.O. = After Receipt of Order):			A.R.O.

GROUP # 2 BRIDGESTONE TRUCK TIRES

Qty	TIRES (tires only – no mounting)	Unit Price	Extension
38	315/80 R22.5 Bridgestone M860A (Steer 10,000 LBS HT)	$	$
Delivered To: Lancaster 2, Memphis 2, Wayland 4, Edina 4, Canton 2, Macon 4, Shelbina 8, Palmyra 2, Moberly 2, Paris 2, Bowling Green 2, Troy 2, New Florence 2			
GROUP #2 – TOTAL ORDER EXTENSION:		$	
Delivery Time (A.R.O. = After Receipt of Order):			A.R.O.

GROUP # 3 BRIDGESTONE OTR TIRES

Qty	TIRES (tires only – no mounting)	Unit Price	Extension
8	14.00 R24 Bridgestone VUT (Radial Grader)	$	$
Delivered To: Lancaster 2, Memphis 4, Hannibal 2			
4	17.5 R25 Bridgestone VUT (Radial Grader)	$	$
Delivered To: Moberly 4			
GROUP #3 – TOTAL ORDER EXTENSION:		$	
Delivery Time (A.R.O. = After Receipt of Order):		A.R.O.	

GROUP # 4 FIRESTONE TRUCK TIRES

Qty	TIRES (tires only – no mounting)	Unit Price	Extension
12	215/75 R17.5 Firestone (Radial Trailer)	$	$
Delivered To: Kirksville 8, Moberly 4			
2	225/70 R19.5 Firestone (12-Ply Steer)	$	$
Delivered To: Bowling Green 2			
2	245/70 R19.5 Firestone (14-Ply Steer)	$	$
Delivered To: Memphis 2			
2	425/65 R22.5 Firestone (Steer)	$	$
Delivered To: Macon 2			
145	1100 R22.5 Firestone FD663 (14-Ply Drive)	$	$
Delivered To: Lancaster 4, Memphis 18, Wayland 8, Kirksville 4, Edina 16, Canton 4, Macon 20, Shelbina 8, Palmyra 3, Moberly 4, Paris 8, Bowling Green 4, Mexico 8, New Cambria 8, Troy 12, Warrenton 4, New Florence 8			
4	1100 R22.5 Firestone FS561 (14-Ply HT)	$	$
Delivered To: Hannibal 4			
4	1100 R22.5 Firestone FS561 (14-Ply Drive Straight Tread)	$	$
Delivered To: Lancaster 4			
2	1100 R22.5 Firestone FS561 (Steer HT)	$	$
Delivered To: Macon 2			
16	225/70 R19.5 Firestone FD690 (12-Ply Drive)	$	$
Delivered To: Mexico 4, Hannibal 4, New Cambria 4, Warrenton 4			
18	225/70 R19.5 Firestone FS561 (12-Ply Steer)	$	$
Delivered To: Kirksville 2, Edina 2, Moberly 4, Paris 4, Hannibal 4, New Cambria 2			
GROUP #4 – TOTAL ORDER EXTENSION:		$	
Delivery Time (A.R.O. = After Receipt of Order):		A.R.O.	

GROUP # 5 FIRESTONE AG TIRES

Qty	TIRES (tires only – no mounting)	Unit Price	Extension
3	10.00-16 Firestone (8-Ply 3-Rib Front Tractor)	$	$
Delivered To: Edina 1, Warrenton 2			
2	12.4 x 24 Firestone (8-Ply Bias)	$	$
Delivered To: Troy 2			
4	13.6 R28 Firestone (8-Ply Radial Tractor)	$	$
Delivered To: Edina 2, New Florence 2			
2	18.4 x 34 Firestone (8-Ply Bias)	$	$
Delivered To: Troy 2			
2	18.4 x 38 Firestone (8-Ply Bias)	$	$
Delivered To: New Florence 2			
2	340/85 R28 Firestone (Radial)	$	$
Delivered To: Canton 2			
6	380/85 R28 Firestone (Radial Tractor)	$	$
Delivered To: Macon 2, Moberly 2, New Florence 2			
6	480/80 R38 Firestone All Traction (Radial Tractor)	$	$
Delivered To: Wayland 2, Moberly 2, New Florence 2			
10	21 L24 Firestone All Traction TL (12-Ply Backhoe)	$	$
Delivered To: Kirksville 2, Edina 2, Macon 2, Shelbina 2, Palmyra 2			
8	12.5/80 x 18 Firestone L3 Super Traction (Bias Backhoe)	$	$
Delivered To: Kirksville 2, Edina 2, Shelbina 2, Hannibal 2			
GROUP #5 – TOTAL ORDER EXTENSION:		$	
Delivery Time (A.R.O. = After Receipt of Order):			A.R.O.

Award

Award of this solicitation will be made "By Group" with each group being tabulated, compared, and awarded on an "All Or Nothing" basis using the "lowest and best" principle of award for each group. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for any addendums and tabulation/award results.

F.O.B. Requirements, Tax Exemption & Fees

Price all materials as F.O.B. Destination. All costs must be included in the unit price(s) & not listed separately. MoDOT is tax exempt. No additional fees, such as delivery, handling, tire, battery, environmental fees, taxes, or fuel surcharges, will be accepted on any purchase. These costs should all be buffered into your unit pricing.

Increase or Decrease Quantities

The quantities listed are MoDOT's best estimate of needs at the time of the solicitation posting. MoDOT reserves the right to increase or decrease quantities based upon budget constraints or changes in project requirements. The final quantity ordered by MoDOT shall be furnished at the same unit price. Should another MoDOT district or division wish to purchase these same items/services, the vendor agrees to furnish these items/services at the same unit pricing, with negotiated adjustments, if agreed to by all parties, being allowed to account for slight differences in cost, such as due to changes in freight costs based on different delivery points than those detailed herein.

Delivery – Additional Requirements

The Contractor shall furnish MoDOT with a planned delivery schedule at least 24 hours before starting delivery. Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery. It will be necessary for a MoDOT representative to be present when material is delivered.

MoDOT NORTHEAST DISTRICT – DELIVERY LOCATION ADDRESS INFORMATION

Facility	Address	City	Zip	Location
Bowling Green	1416 Business Hwy. 54	Bowling Green	63334	Old Rt. 54 - 0.1 mile West of Business 61
Canton	17365 Hwy. 81	Canton	63435	Rt. 81 - 0.8 mile North of Rt. 16
Center	22447 Hwy. 19	Center	63436	Rt. 19 - 0.1 mile South of Rt. H
Edina	Rt. 3 Box 180	Edina	63537	Rt. 15 - 1 mile North of Rt. 6
Hannibal	1711G Hwy. 61 South	Hannibal	63401	Rt. 61 - 0.5 mile North of Business 61
Kirksville	22777 Potter Trail	Kirksville	63501	Old Rt. 6 - 2 miles West of Rt. 63
Lancaster	Hwy. 63 North	Lancaster	63548	Rt. 63 - 0.2 mile North of Rt. 202
Macon	26988 US Hwy. 63	Macon	63552	Rt. 63 - 0.5 mile South of Rt. DD
Memphis	Rt. 1 Box 139A	Memphis	63555	Rt. MM - 0.2 mile South of Rt. 136
Mexico	1600 Christopher Dr.	Mexico	65265	Rt. JJ - 0.5 mile South of Rt. 54
Moberly	1501 East Hwy. 24	Moberly	65270	Rt. 24 - 0.9 miles East of Rt. 63
New Cambria	29992 State Hwy. P	New Cambria	63558	Rt. P - 0.4 mile South of Rt. 36
New Florence	540 Farm Tree Road	New Florence	63363	I-70 SOR - East of Rt. 19
Palmyra	4945 County Road 288	Hannibal	63401	Business 61 at Rt. 61 South Jct.
Paris	25191 Business Hwy. 24	Paris	65275	Business 24 - 1 mile East of Rt. 24 East Jct.
Shelbina	213 North Douglas	Shelbina	63468	Rt. 36 - 0.4 mile West of Rt. 15
Troy	121 Francis Dr.	Troy	63379	Rt. 61 - 5.5 miles North of Rt. 47 at Creech Lane
Warrenton	800 West Boonslick	Warrenton	63383	Rt. MM - 1 mile West of Rt. 47
Wayland	Rt. 3 Box 45A	Kahoka	63445	Rt. 136 Spur - 1 mile South of Rt. 136

VENDOR NOTES

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.

All responses to this solicitation should be submitted on this form and returned to the buyer listed above at the district address shown. Responses must be mailed, or hand-delivered. Sealed bid responses may NOT be faxed or emailed.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

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 **Addresses of Missouri Offices or Places of Business.***

M/WBE/DBE INFORMATION: List all certified Minority or Women or Disadvantaged Business Enterprises (**M/W/DBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

MBE, WBE, or DBE	Company Name	Percentage of Contract	M/W/DBE Certifying Agency

*If additional space is required, please attach an additional sheet and identify it as **M/W/DBE Information***

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: 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 **Location Products are Manufactured or Produced**.*

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: 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:

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.

Veteran Information	Business Information
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

IF NOT SUBMITTING A RESPONSE TO THIS SOLICITATION, PLEASE COMPLETE AND RETURN THIS FORM TO ASSIST PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS AND TO HELP US KEEP OUR VENDOR LISTS UPDATED. THANK YOU.

NO BID / NO QUOTE

DATE: _____

TO: Missouri Department of Transportation – Northeast District
General Services (Procurement) Division
26826 U.S. Highway 63
Macon, MO. 63552
(573)-526-3169 – fax #

FROM: _____ (Company Name)

_____ (Contact Person)

_____ (Mailing Address)

_____ (City, State, Zip Code)

_____ (Office Phone #)

_____ (Cellular Phone #)

_____ (Fax #)

_____ (Email Address)

Our company is submitting "NO BID / NO QUOTE" on Request # _____ for the reasons indicated below (check all that apply):

( ) Product or service is not available or cannot meet the required specifications

( ) Cannot make required deadline

( ) The delivery point or work location is outside of our territory or coverage/service area

( ) Other – Please explain below:

_____

( ) Please keep our name on the bidder's list for future opportunities on this product or service.
( ) Please remove our name from your bidder's list for this product or service.

FAILURE TO RETURN A RESPONSE OR THIS FORM MAY RESULT IN REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES

This "No Bid/No Quote" form may be faxed back to (573)-526-3169.

Note: The following pages detail further terms and conditions which apply to this solicitation document. However, it is not necessary to return these pages with your bid submission. If any "Standard Solicitation Provisions" and "General Terms and Conditions" below conflict with any requirements outlined on previous pages, the requirements above take precedence.

Tax Exempt Status

The Missouri Highways and Transportation Commission (MHTC) 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 Project Tax Exemption Certificate will be furnished to the successful Bidder upon request, if applicable.

Right of Acceptance/Rejection

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 solicitation response, unit prices will govern.

General Performance

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/her 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 according to the scope of work and the requirements and specifications detailed within the solicitation documents.

Invoicing and Payment

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. 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. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Inspection and Acceptance

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. 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. 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. 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.

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.

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.

(T&C's Version August 2014)

Informational Note: For mailing bid responses, UPS deliveries are typically made to the Procurement office in Macon in the mid-morning, while FedEX and U.S. Postal Mail are not typically received until the late afternoon. Regardless of delivery method, check with the carrier to ensure the response will be delivered before the 1:00 PM deadline. Late responses cannot be accepted.