



**MISSOURI DEPARTMENT OF TRANSPORTATION
SE 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: 12/27/12	RESPONSES DUE NO LATER THAN: JANUARY 10, 2013 @ 1:00 PM LOCAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION(S) BELOW)
TO BE DELIVERED OR COMPLETED BY: AS-NEEDED DURING CONTRACT PERIOD	Request # SE13-B442-RJ THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: TAMMY BAKER PHONE NUMBER: 573-472-5369
Address: No RFB RESPONSES ACCEPTED BY FAX Missouri Department of Transportation SE District Procurement 2675 N. Main Sikeston, MO 63801		Delivery Location(s): Various SE District Locations

SCOPE OF WORK

The Missouri Department of Transportation desires to establish an agreement to provide rental rate(s) for short-term rental on various types of equipment to be utilized by the Maintenance field organizations of the Southeast District of the Missouri Department of Transportation. Heavy equipment such as Excavators, Dozers, Backhoes, Skid Steers, Motor Graders, Wheel Loaders, Track Loaders, Vibratory Rollers, Pneumatic Rollers and Self Propelled Brooms may be rented on an "As Needed/If Needed" basis. **These units must be available and bid prices shall be firm for the contract period of Notice To Proceed through December 31, 2013**, with an option for three (1) year extension periods provided both parties agree. Should economic conditions warrant an upward adjustment in pricing, written documentation with explanation from vendor shall be required prior to adjustments in pricing, as to reason and date effective.

This will be a multiple-award agreement, with pricing submissions locked-in from all vendors for the agreement period. The source of rental for any equipment shall be determined by the field organization's needs at the discretion of the Area Engineer, or designated representative. It shall be up to each field organization to determine which rental source shall best meet the needs of the Missouri Department of Transportation, Southeast District. This determination may be based on the specific work conditions, price, availability of rental unit, location of the rental unit, or other factors relating to the scope of the project. Obtaining rate pricing at this time does not prohibit the receipt of rental rate pricing from other established vendors during the duration of this agreement.

It is acceptable for the bidder to submit a rental rate catalog, other pre-printed rental rate listing for equipment offered, in lieu of the quote sheets included in this bid. The submittal shall contain all pertinent information regarding the equipment offered, such as type of equipment, make and model, size, rental rate for various lengths of time. Rates listed should be without delivery.

Work will be performed at various locations within the Southeast District. The time required to complete such jobs will vary from project to project and may involve work at multiple sites, requiring movement to and from various locations each day. MoDOT will keep moves to a minimum whenever possible.

The Missouri Department of Transportation is self-insured. All rental rates submitted shall NOT include insurance coverage.

GS6 Master Equipment Rental Agreement

Please complete the attached GS6 Master Equipment Rental Agreement document and return with your bid response.

Rate per mile for delivery and/or pickup of equipment shall be listed below.

Should there be any applicable discount from the rental rates listed on a quotation submittal of a medium other than the quote forms included in this bid, shall be indicated below.

VENDOR NAME:	
VENDOR ADDRESS:	
PHONE #:	
FAX #:	
EMAIL:	
CONTACT PERSON (Please Print):	
PHONE # OF CONTACT PERSON:	
DELIVERY RATE PER MILE:	
% OF DISCOUNT (IF APPLICABLE)	

Applies to submittals on medium other than included price sheets. If additional copies of price sheets are needed for submittal, please make additional copies, as necessary.

VENDOR NOTES

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

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

EQUIPMENT RENTAL AGREEMENT
WITHOUT OPERATOR

MOTOR GRADERS

Without Delivery

Per Week: \$	Per Month: \$
Type: Motor Grader	Size:
Make:	Attached Equipment:
Model:	Blade Length:

Per Week: \$	Per Month: \$
Type: Motor Grader	Size:
Make:	Attached Equipment:
Model:	Blade Length:

Per Week: \$	Per Month: \$
Type: Motor Grader	Size:
Make:	Attached Equipment:
Model:	Blade Length:

Per Week: \$	Per Month: \$
Type: Motor Grader	Size:
Make:	Attached Equipment:
Model:	Blade Length:

Per Week: \$	Per Month: \$
Type: Motor Grader	Size:
Make:	Attached Equipment:
Model:	Blade Length:

Per Week: \$	Per Month: \$
Type: Motor Grader	Size:
Make:	Attached Equipment:
Model:	Blade Length:

BACKHOES

Without Delivery

Per Week: \$	Per Month: \$
Type: Backhoe	Size:
Make:	Attached Equipment:
Model:	Boom Reach:
Bucket Capacity Front:	Front Wheel Assist: Yes No (please circle)
Bucket Capacity Rear:	Air Conditioned Cab: Yes No (please circle)

Without Delivery

Per Week: \$	Per Month: \$
Type: Backhoe	Size:
Make:	Attached Equipment:
Model:	Boom Reach:
Bucket Capacity Front:	Front Wheel Assist: Yes No (please circle)
Bucket Capacity Rear:	Air Conditioned Cab: Yes No (please circle)

Without Delivery

Per Week: \$	Per Month: \$
Type: Backhoe	Size:
Make:	Attached Equipment:
Model:	Boom Reach:
Bucket Capacity Front:	Front Wheel Assist: Yes No (please circle)
Bucket Capacity Rear:	Air Conditioned Cab: Yes No (please circle)

Without Delivery

Per Week: \$	Per Month: \$
Type: Backhoe	Size:
Make:	Attached Equipment:
Model:	Boom Reach:
Bucket Capacity Front:	Front Wheel Assist: Yes No (please circle)
Bucket Capacity Rear:	Air Conditioned Cab: Yes No (please circle)

DOZERS

Without Delivery

Per Week: \$	Per Month: \$
Type: Dozers	Size:
Make:	Attached Equipment:
Model:	Blade Width:
Air Conditioned Cab: Yes No (please circle)	

Without Delivery

Per Week: \$	Per Month: \$
Type: Dozers	Size:
Make:	Attached Equipment:
Model:	Blade Width:
Air Conditioned Cab: Yes No (please circle)	

Without Delivery

Per Week: \$	Per Month: \$
Type: Dozers	Size:
Make:	Attached Equipment:
Model:	Blade Width:
Air Conditioned Cab: Yes No (please circle)	

Without Delivery

Per Week: \$	Per Month: \$
Type: Dozers	Size:
Make:	Attached Equipment:
Model:	Blade Width:
Air Conditioned Cab: Yes No (please circle)	

Without Delivery

Per Week: \$	Per Month: \$
Type: Dozers	Size:
Make:	Attached Equipment:
Model:	Blade Width:
Air Conditioned Cab: Yes No (please circle)	

ROLLER

Without Delivery

Per Week: \$	Per Month: \$
Type: Roller	Size:
Make:	Attached Equipment:
Model:	
Additional Description:	

Without Delivery

Per Week: \$	Per Month: \$
Type: Roller	Size:
Make:	Attached Equipment:
Model:	
Additional Description:	

PAVER

Without Delivery

Per Week: \$	Per Month: \$
Type: Paver	Size:
Make:	Attached Equipment:
Model:	
Additional Description:	

Without Delivery

Per Week: \$	Per Month: \$
Type: Paver	Size:
Make:	Attached Equipment:
Model:	
Additional Description:	

CHIP SPREADER

Without Delivery

Per Week: \$	Per Month: \$
Type: Chip Spreader	Size:
Make:	Attached Equipment:
Model:	
Additional Description:	

Without Delivery

Per Week: \$	Per Month: \$
Type: Chip Spreader	Size:
Make:	Attached Equipment:
Model:	
Additional Description	

MISCELLANEOUS EQUIPMENT

Without Delivery

Per Week: \$	Per Month: \$
Type:	Size:
Make:	Attached Equipment:
Model:	
Additional Description:	

Without Delivery

Per Week: \$	Per Month: \$
Type:	Size:
Make:	Attached Equipment:
Model:	
Additional Description:	

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

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

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

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

Preference Certification

All bidders must furnish ALL applicable information requested below

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

CCO Form: GS06
Approved: 11/04 (BDG)
Revised: 02/10 (AR)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MASTER EQUIPMENT RENTAL AGREEMENT**

THIS AGREEMENT is entered into by and between _____
(hereinafter, "Lessor") and the Missouri Highways and Transportation Commission (hereinafter,
"Commission").

WITNESSETH:

WHEREAS, the Commission rents various tools or construction and heavy equipment from the Lessor from time to time, and

WHEREAS, Lessor and Commission intend to enter into equipment rental agreements pursuant to this Master Rental Agreement (the "Agreement"), the terms and conditions of which shall control any and all rentals exchanged between the Lessor and the Commission.

NOW THEREFORE, in consideration of the above premises and mutual promises contained herein, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and the Commission mutually agree as follows:

(1) **PRE EMINENCE OF MASTER RENTAL AGREEMENT AND TERM.** The terms and conditions of this Agreement shall control all equipment rental transactions between the parties and shall supersede any and all written terms and conditions contained in Lessor rental agreement forms, documents, receipts, or memoranda except for the identification of the equipment to be rented by the Commission, the rental rate of the equipment, and return date of equipment. All other conditions contained in any Lessor rental agreement forms, documents, receipts, or memoranda shall be of no effect and force whatsoever. The initial term of the Agreement shall be for a period of two (2) years, automatically renewable upon mutual consent of the parties for one (1) additional two-year period. Either party may terminate the Agreement at any time and for any reason whatsoever upon sixty (60) days written notice to the other.

(2) **NATURE OF THIS AGREEMENT.** This purpose of the Agreement is to create and coordinate rental transactions, which will allow the Commission to use the equipment provided by the Lessor as permitted by this Agreement. The Commission represents that the equipment leased pursuant to this Agreement is to be used solely and exclusively for Commission related activities. The Lessor retains equipment ownership. The Commission acknowledges that the Commission may not transfer the equipment or any rights or obligations under this Agreement. The Commission shall not service or repair or alter the equipment without Lessor's prior written approval.

(3) **EQUIPMENT:** The Lessor will make available to Commission equipment referenced on the Lessor's equipment rental form, document or memorandum signed by an employee of Commission.

(4) **TRAINING AND INSPECTION:** The Lessor will provide a training session for Commission employees upon receipt of equipment. The training session may include

inspection of the rented equipment for damage and how to report same, checking required fluid levels and general equipment operation.

(5) RETURN OF EQUIPMENT: The Commission will notify Lessor of intended equipment return upon acceptance of said equipment and as may be identified in the Lessor's rental form, document or memoranda. The Commission agrees that during the course of the rental, the equipment will be held in a safe and secure manner while it is in the Commission's care, custody or control.

(6) TITLE: The Lessor warrants that it is the lawful owner of the equipment and that the equipment is free from all encumbrances which would disturb the use of the equipment identified in the Rental Agreement Form.

(7) EQUIPMENT OPERATION. The following persons may operate the equipment: Commission and Missouri Department of Transportation employees, contractors, and agents, in the course of such employee's regular employment, and contractor employees during the course of performing work. Operators must be properly qualified to operate the equipment and have a valid operator's license with respect to the equipment where required by law.

(8) RENTAL CHARGES: The Commission will pay all rental, time, mileage, service, transportation, refueling service and other charges and sums in accordance with this Agreement. The basic daily or weekly rental rate will be identified on the equipment rental form, document, memoranda, or receipt and invoiced by the Lessor upon return of the equipment to the Lessor.

(9) RISK OF LOSS: The Commission shall be responsible for all loss of or damage to the equipment, unless such loss or damage results from latent defect(s) or fault or negligence on the part of Lessor, while on rental and in Commission's care, custody or control, including but not limited to, fire, flood, theft, comprehensive losses, collision and rollover. Such responsibility is limited to: (1) reasonable repair cost or (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value.

(10) INSURANCE: The Commission is self-insured against liability losses up to statutory insurance coverage caps, and will provide proof of self-insurance upon request by the Lessor.

(11) INDEMNIFICATION: The Lessor 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 Lessor's performance of its obligations under this Agreement.

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Lessor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) CONDITION OF THE EQUIPMENT. The Lessor warrants the equipment, upon delivery to Commission, to be in good mechanical and merchantable condition. The Commission's acceptance or use of Equipment constitutes Commission's acknowledgment that the equipment is in working condition at that time. The Commission agrees to provide Lessor reasonable access to the equipment.

(14) FORCE MAJEURE/INFRINGEMENT. Any failure of performance by either party due to causes beyond reasonable control, including but not limited to acts of civil or military authority or Acts of God will not be deemed to be a default by either party.

(15) MERGER/MODIFICATION/SEVERABILITY. This Agreement expresses the entire agreement between the parties with respect to the subject matter of this Agreement. No change, modification or alteration of the terms hereof will be effective against either party unless it is in writing and signed by a duly authorized officer of both parties. If any provision or any part of any provision of this Agreement or the application thereof is hereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.

(16) EXECUTIVE ORDER: The Lessor 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.

(A) By signing this Agreement, the Lessor hereby certifies that any employee of the Lessor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

(B) In the event the Lessor 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 Lessor 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.

[Drafter's Note: If applicable to extend the application of the EO to the subcontractors as well as contractors, use the following paragraph. Delete this note when agreement is complete and ready for execution.]

(17) INCORPORATION OF PROVISIONS: The Lessor shall include the provisions of paragraph 16 of this Agreement in every subcontract. The Lessor 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.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Lessor this ___ day of _____, 20__.

Executed by the Commission this ___ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

LESSOR

Title _____

Attest:

Secretary to the Commission

Approved as to Form:

Commission Counsel

By _____

Title _____

Attest:

By _____

Title _____

Approved as to Form:

By _____

Title _____

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 May 2011)