



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

REQUEST FOR INFORMAL QUOTATION

Please quote the lowest prices covering service specified and provide all information requested.

TODAY'S DATE:	2/8/08	QUOTE DUE ON OR BEFORE:	02/19/08 - 4:00 PM LOCAL TIME	F.O.B. REQUIREMENTS:	DESTINATION
TIME REQUIRED FOR DELIVERY:		QUOTE NO:	4-080219FR	BUYER NAME /TELEPHONE NUMBER:	FRANKIE J. RYAN 573-522-9481
TO BE DELIVERED NO LATER THAN	<i>As determined by MoDOT's Project Manager & Contractor</i>				
Central Office Mailing Address Fax Number:	PO Box 270 Jefferson City, MO 65102 573-526-1218	Please fax quotation to 573-526-1218		DELIVERY LOCATIONS: Statewide Missouri	

Quantity	U/M	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION
56	Each	Standard Service for Uniaxial Compression Machine Calibration Service. See attached for a list of machines and accreditation requirements. UNIT PRICE MUST INCLUDE ALL COSTS, INCLUDING TRAVEL AND PER DIEM EXPENSES.	\$	\$
TBD	Each	Emergency Service for Uniaxial Compression Machine Calibration Service. UNIT PRICE MUST INCLUDE ALL COSTS, INCLUDING TRAVEL AND PER DIEM EXPENSES.	\$	\$
		Current List Price Discount for replacement parts and related items.	_____ % Discount off of the Manufacturer's Current Catalog List Price.	Contractor must provide a percentage of discount as part of this bid.
CONTRACT PERIOD WILL BE 2/19/08 THROUGH 2/28/09				
Award: <i>All or None</i>	SEE ATTACHED FOR ADDITIONAL DETAILS AND REQUIREMENTS.			
			TOTAL ORDER EXTENSION	\$

Company Name: _____

All responses to this Request for an Informal Quotation MUST be submitted on this form and MUST be returned to the Buyer listed above at the Central Office mailing address shown. See attached for conditions and instructions. Purchase orders will be issued on an "as needed basis" upon award.

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 firm MBE or WBE Certified? Yes No

Current List Discount:

In the event it is determined that replacement parts are a necessary expense for the calibration service, the Contractor will be required to offer all parts, accessories and equipment to the Department with a discount from the current list price for such items. This is a minimum, guaranteed discount. MoDOT reserves the right to discuss additional discounts based on the quantity of any products purchased from the Contractor’s catalog.

Accreditation Requirements:

The calibrating laboratory/firm shall be accredited for calibrating services by a nationally recognized accreditation organization that complies with ISO/IEC 17025.

Current Concrete Compression Machines in use by MoDOT:

MANUFACTURER	MODEL	LOADING CAPACITY, LBF
Forney	FT-21	250,000
Forney	FT-40	250,000
Forney	F-23F-01	250,000
ELE	36-C718/02	350,000
TMI	CM-5000-LD	250,000
TMI	CM-3000-DI	300,000
Soiltest	CT-710	250,000

Location of Machines and Project Manager List:

Refer to Attachment A “Project Office and District Office Locations” for a listing of the locations of these machines and MoDOT’s Project Managers for this contract. MoDOT reserves the right to change Project Managers at any of the listed locations as deemed necessary by MoDOT.

NOTE: Some locations have more than one (1) machine.

Non-Exclusivity:

The Missouri Department of Transportation reserves the right to obtain like or similar services/products of this or other manufacturers when use of such services/products is deemed in the best interest of MoDOT.

Additional Document Submittal Requirements:

For the bid to be considered the attached document “Preference in Purchasing Products” must be submitted to this office prior to any contract/purchase order being awarded for this quote.

~ This section intentionally left blank ~

ATTACHMENT A

Page 1 of 2

Project Office and District Office Locations Quote 4-080219FR *Concrete Compression Machine Calibration*

Project Office Listing

ORG	RE	Phone	Address
1CK	Larry Jacobson	660-582-3300	28320 250th Street Maryville 64468
1CC	Dave Scrivens	816-632-7304	1505 North Harris Street Cameron 64429
1CJ	Bradley Williams	816-387-2590	4718 So. 169 Hwy St. Joseph, MO 64507
2CG	Kurt Wengert	660-886-2115	P.O. Box 172 632 N. Miami Marshall 65340
2CE	Jeff Gander	660-785-2470	P.O. Box 8 311 N. Elson Kirksville, MO 63501
2CF	James Gillespie	660-646-3218	1303 Mitchell Ave. Chillicothe 64601
2CE	Jeff Gander	660-385-3036	P.O. Box 254 26824 U.S. Hwy. 63 North Macon 63552
3CE	Martin Lincoln	573-581-8320	1303 Christopher Drive Mexico 65265
3CB	Jerad Noland	573-248-2441	P.O. Box 1067 1711 Highway 61 South Hannibal 63401
3CC	Joseph Ferrante	636-528-3169	111 Francis Drive Troy 63379
4CT	Tom Markway	816-358-1861	9400 E. 43rd Street Kansas City, MO 64133
4CL	Jon Voss	660-885-5665	1057 E. Gaines Drive Clinton 64735
4CN	Shelie Daniel	816-741-7030	5101 N.W. Gateway Riverside 64150-3607
4CS	Greg Stervinou	816-437-3625	1900 NW Cookingham Drive Kansas City 64155-1260
4CD	Matt Killion	816-889-3380	908 E. Truman Road Kansas City 64106
4CP	Brian Iles	816-470-6115	201 Wollard Blvd. 201 Wollard Blvd. Richmond 64085
4CJ	Paul Russ	816-889-3755	4900 E. 87th Street Kansas City, MO 64132
5CB	Michael O'Malley	573-346-3053	93 Morgan St. Camdenton, MO 65020
5CD	Eric Bruss	660-530-5583	1501 W 32nd Street Sedalia, MO 65301
5CC	Terry Imhoff	573-526-4477	P.O. Box 718 5617 Red Eagle Dr. Jefferson City, MO 65109
5CH	Charles Sullivan	573-884-4750	4201 Paris Road Columbia, MO 65202
6CG	Tim Hellebusch	636-629-0060	2215 North Commercial St. Clair, MO 63077
6CJ	Jesse Jonas	314-340-4285	13610 S. Outer 40 Chesterfield 63017
6CM	John Lewis	636-240-7393	6780 Old Highway N. St. Charles 63304
6CC	Scott Washausen	314-487-2512	7550 S. Lindbergh St. Louis 63125
6CS	Christine Redhage	636-225-2338	75 Elizabeth Drive Same Fenton 63026
6CL	Niall Jansson	636-397-2588	580 North Service Rd. St. Peters 63376
6CH	Tom Evers	314-340-6363	10601 Lewis & Clark Blvd. St. Louis 63136
6CB	John Grana	636-931-2671	3595 Plass Rd. Festus, MO 63028
6CD	David Bauer	314-877-2770	2620 Adie Road Maryland Heights 63043
6CE	Bob Gummersheimer	314-877-0330	6138 Wilson Ave., Building A St. Louis, MO 63139
7CC	Michael C. Middleton	417-359-1508	P. O. Box 855 16619 Inca Road Carthage 64836
7CG	Teri Smith	417-448-1189	600 West Outer Road North Nevada 64772
7CB	Steve Campbell	417-455-5160	1501 Malcolm Mosby Drive Neosho 64850
8CE	Johnny Teegardin	417-895-6720	2549 N. Mayfair Ave. 2549 N. Mayfair Ave. Springfield 65803-5083
8CD	Gayle Davis	417-335-5635	251 SW Outer Road 251 SW Outer Road Branson 65616
8CB	Dennis Krenning	417-345-2192	1732 North Ash Street North 65 Buffalo 65622
9CD	Victoria Woods	573-368-2567	P.O. Box E 303 N. Oak Rolla 65402
9CC	Audie Pulliam	573-323-4310	HCR 1 Box 99C HWY 60 West Van Buren 63965
9CE	Phill Knott	417-469-9024	P O BOX 345 3956 E Main Willow Springs 65793
0CH	Stephen Bubanovich	573-840-9781	2910 Barron Road Poplar Bluff, MO 63901
0CK	Darius Dowdy	573-243-0899	198 State Highway Y Same Jackson, Mo. 63755
0CW	Matt Malone	573-431-4933	105 Industrial Dr. Park Hills 63601
0CG	Brian Holt	573-472-5325	P.O. Box 160 2675 N. Main Sikeston, MO 63801
0CE	Brian Holt	573-888-9138	PO Box 115 1121 Homecrest Kennett, MO 63857

ATTACHMENT A

Page 2 of 2

Project Office and District Office Locations
Quote 4-080219FR *Concrete Compression Machine Calibration*

District Headquarters Listing

C&ME	Phone	Address
1CA Troy Slagle	816-387-2440	P.O. Box 287 3602 N. Belt Highway St. Joseph 64502
2CA Dennis Brucks	660-385-3036	P.O. Box 254 Macon 63552
3CA Macy Rodenbaugh	573-248-2490	P.O. Box 1067 Highway 61 South Hannibal 63401
4CA Perry Allen	816-622-6340	P.O. Box 648002 600 NE Colbern Road Lee's Summit 64064-8002
5CA Patricia Lemongelli	573-751-3322	P.O. Box 718 1511 Missouri Blvd. Jefferson City 65102
6CA Matt Budd	314-340-4280/4281	same as street 1590 Woodlake Chesterfield, MO 63017-5712
7CA Larry Whiteside	417-629-3315	Same as street 3901 E. 32nd Street Joplin 64802
8CA Jim McDiarmid	417-895-7662	M.O. Box 868 3025 E. Kearney Springfield 65801
9CA Ed Hess	417-469-3134	P.O. Box 220 U.S. Route 63 N. Willow Springs 65793
0CA Lynelle Luther	573-472-5367	P.O. Box 160 2675 North Main Sikeston 63801

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 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.

Name of the Bidders Firm

Signature of Contractor's Authorized Representative Date Signed

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

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.
- g. 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/Offeror 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

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

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/Offeror 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 exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. 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/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

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

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.