
CONTRACT FOR MATERIALS, EQUIPMENT AND WORK

This Contract is between _____ (Contractor), and the Maricopa Community Colleges (District) for the materials (Materials), equipment (Equipment) and services (Work) specified below. **The parties agree:**

1. Performance Dates. Contractor shall begin performing the Contract **upon receipt of the Purchase Order**, and finish performing on _____. Changes to the Contract are permissible only through an amendment issued according to Paragraph 14.

Contractor may not begin performing the Work until this Contract has been signed by both parties and Contractor has received a purchase order from the District.

2. Materials, Equipment and Work Provided.

2.1 Contractor shall provide the specific Materials, Equipment and Work described on _____ included as an attachment to this Contract, which is incorporated into this Contract by reference. Alternatively, Contractor shall provide the specific Materials, Equipment and Work described below:

2.2 Contractor shall provide the Materials, Equipment and Work to the following location: _____ .

2.3 _____ Contractor certifies that it is licensed in the State of Arizona to perform the Work specified in the Contract.

3. Payments for Materials, Equipment and Work. District shall pay Contractor \$ _____ plus **applicable taxes** for the Materials, Equipment and Work, as provided in Paragraph 4.

4. Method and Time of Payment. To be paid, Contractor **must submit an itemized invoice** referencing a valid purchase order number. The invoice must specify the Materials, Equipment and Work provided, which must match the description in Paragraph 2; the dates of and work performed during the billing period; and the specific dollar amount. **Contractor shall be paid within 30 days after completion of the Work described in Attachment A, and submission to the District all documentation and manufacturer's warranties relating to the Materials and Equipment.**

5. Warranty. Contractor warrants to the District that the Materials and Equipment furnished under this Contract will be of good quality and new, that the Materials, Equipment and Contractor's Work will be free from defects and that they will conform to the Contract. Final payment to Contractor shall not constitute acceptance of Work that fails to conform to the Contract or industry standards, or relieve Contractor of liability under warranties or from responsibility for faulty materials and workmanship. This warranty is additional to any other warranties, including those from the manufacturer of the Equipment or Materials and those arising under applicable law.

6. Certification. Contractor certifies that it is an independent contractor; provides Services to other customers; maintains insurance; sets its own priorities on time and hours of work; provides its own supplies; and determines the means of delivering Services.

7. Compliance with Laws. Contractor shall, at all times during this Contract, comply with all applicable laws, regulations, rules and policies.

8. Insurance. Contractor shall maintain during the term of this Contract insurance policies described below issued by companies licensed in Arizona with a current A.M. Best rating of A:VII or better. Before the District signs this Contract, Contractor shall furnish the District Risk Manager with certificates of insurance evidencing the coverages, conditions, and limits required by this Contract, at the following address: MCCCDC Risk Manager, 2411 West 14th Street, Tempe, Arizona 85281, 480-731-8879, 480-731-8890 (fax). The insurance policies, except Workers' Compensation, shall be endorsed to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insureds. If any insurance policies are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and must be evidenced by annual certificates of

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insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without 30 days written notice by certified mail to the District Risk Manager. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it. If any part of this Contract is subcontracted, these insurance requirements also apply to all subcontractors. The following policies are required:

8.1 **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Contract.

8.2 **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles; and

8.3 **Workers' Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

9. **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the District, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract. The requirements in Paragraph 8 will not be construed as limiting the scope of this indemnification.

10. **Cancellation.** District may cancel this Contract under Arizona Revised Statutes §38-511 (Cancellation of political subdivision and state contracts; definition) for a violation of that statute.

11. **Nondiscrimination.** Contractor shall not illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion, and agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination.

12. **Notices.** Notices to District under this Contract shall be made to: Purchasing Department, MCCD, 2411 West 14th Street, Tempe, Arizona 85281.

13. **Assignment/Subcontract.** Contractor shall not assign any right or delegate any duty under, or subcontract any part of, this Contract to any third party without the prior written approval of the District.

14. **Amendment.** The parties may change this Contract only through a written amendment signed by the District's Assistant General Counsel or Director of Strategic Business Operations.

15. **Applicable Law/Remedies.** This Contract shall be governed by the laws of the State of Arizona. The parties shall have all remedies available by law or in equity.

16. **Termination.**

16.1 The District may terminate this Contract for convenience by giving Contractor 15 days written notice of termination.

16.2 A non-breaching party may terminate this Contract for the failure of the other party to comply with this Contract by giving that other party 10 days' written notice of the failure to comply.

16.3 The District may terminate this Contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors.

17. **Interpretation.** The parties intend this Contract to express their complete and final agreement.

18. **Authority.** Contractor warrants that the person signing this Contract on its behalf is authorized to enter into this Contract.

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MARICOPA COMMUNITY COLLEGES

CONTRACTOR

Signature: _____
Director of Strategic Business Operations

Date: _____

Signature: _____

Name (Print): _____

Title: _____

Date: _____ Tax ID #: _____

Mailing Address: _____

Phone No.: _____

Fax No.: _____

Contractor is a: _____ corporation _____ partnership _____
_____ sole proprietorship (an individual).

Requisition No.: _____