

METROPOLITAN EXPOSITION RECREATION COMMISSION
Resolution No. 14-25

For the purpose of selecting Freewire Broadband as the lowest responsive and responsible bidder in response to a Request for Bids, relating to the "Event Internet Services - Oregon Convention Center (OCC)" and authorizing the Metro Deputy COO to execute a contract with Freewire Broadband.

WHEREAS, OCC intends to enter into a five-year contract to purchase, on a monthly basis, high-speed internet to support the OCC/MERC business network and the OCC show network that is sold as a service to show management, exhibitors and attendees; and

WHEREAS, OCC has included the monthly purchase of business and show related internet in its ongoing operating budget; and


WHEREAS, Section 4(D)(1) of the Metropolitan Exposition Recreation Commission's ("MERC") contracting and purchasing rules, allows for competitive sealed bids in accordance with ORS 279B.055 for public contracts such as this purchase; and

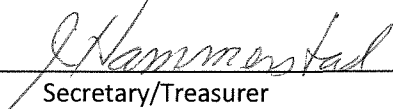
WHEREAS, MERC staff have evaluated the bids and Freewire Broadband is the lowest responsive and responsible bidder, with a bid amount of one-hundred, eighty-two thousand, and 00/100ths dollars (\$182,000.00).

BÈ IT THEREFORE RESOLVED as follows:

1. MERC selects Freewire Broadband as the lowest responsive and responsible bidder in response to the Request for Bids "Event Internet Services - Oregon Convention Center (OCC)."
2. MERC approves the contract with Freewire Broadband in the form substantially similar to the attached Exhibit A and authorizes the Metro Deputy COO to execute the contract on behalf of the Metropolitan Exposition Recreation Commission.


Passed by the Commission on September 10, 2014.



Chair


Secretary/Treasurer

Approved As to Form:
Alison R. Kean, Metro Attorney

By: 

Nathan A. S. Sykes
Deputy Metro Attorney

MERC Staff Report

Agenda Item/Issue: For the purpose of selecting Freewire Broadband as the lowest responsive and responsible bidder in response to a Request for Bids, relating to the "Event Internet Services - Oregon Convention Center (OCC)" and authorizing the Metro Deputy COO to execute a contract with Freewire Broadband.

Resolution No.: 14-25

Presented By: Scott Cruickshank

Date: September 10, 2014

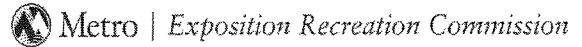
Background and Analysis: The Oregon Convention Center (OCC) has an operational need to provide staff with reliable high-speed internet in order to conduct day-to-day business as well as the ability to provide high capacity wireless internet access for use by venue attendees, exhibitors and show management to allow them to check email, surf the web, stream video, video conference, VPN and etcetera via our extensive wired and Wi-Fi networks. The internet provided to venue attendees, exhibitors and show management must have the ability to expand bandwidth capacity on short notice on an event by event basis to meet show requirements. Internet revenue for the OCC was \$778,605 for fiscal year (FY) 12-13 and \$572,312 for FY 13-14.

MERC staff prepared and issued bid documents and a Request for Bids in accordance with MERC's purchasing and contracting rules as well as Metro policy and all state (ORS) requirements. On June 12, 2014, MERC posted the bid on ORPIN, an e-solicitation and e-bidding system managed by the State of Oregon. On June 13, 2014, an advertisement was posted in the Daily Journal of Commerce. On June 19, 2014, an advertisement was posted in the Skanner News publication. On June 25, 2014, a bid of \$182,000.00 was received from Freewire Broadband, the lowest responsive and responsible bidder. No bidders were certified MWESB contractors or from the FOTA district.

Fiscal Impact: The FY 2014-15 adopted budget includes \$84,000 appropriation for internet-related services. The annual estimated expense for this contract is \$36,400.00. Annually, the reoccurring monthly payment for the business and show network internet equals \$11,400.00. Additional dollars were added to the contract to cover increased bandwidth needs required to meet certain show requirements. The full contract dollar amount may or may not be required each year. Additional daily charges for incremental increases to show bandwidth at 10Mbps is billed back to the client per OCC's material and services pricing policies.

Recommendation: Staff recommends that the Metropolitan Exposition-Recreation Commission, by Resolution No. 14-25, approve the contract award and written contract with Freewire Broadband for the amount of One Hundred, Eighty-Two Thousand, 00/100 dollars (\$182,000.00) and authorize the Metro Deputy COO to execute the contract.

EXHIBIT A



600 NE Grand Ave., Portland, OR 97232-2736
503-797-1700

Standard Public Contract

MERC CONTRACT NO. 204098

For Public Contracts \$50,000 & Above

THIS Contract is entered into between Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and **Freewire Broadband**, whose address is **7327 SW Barnes Road, #702, Portland, OR 97235**, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to MERC the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing **September 15, 2014** through and including **August 31, 2019**.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work. Payment shall be made by MERC on a Net 30 day basis upon approval of CONTRACTOR invoice.

ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless MERC, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC.

ARTICLE V TERMINATION

MERC may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. MERC shall not be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE & BONDS

CONTRACTOR shall purchase and maintain at the CONTRACTOR'S expense, the following types of insurance, covering the CONTRACTOR, its employees, and agents:

- A. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. CONTRACTOR'S coverage will be primary as respects METRO;

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- B. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
- C. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
- D. Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

METRO, MERC, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

CONTRACTOR shall provide to MERC 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide MERC with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. MERC shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against MERC on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

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ARTICLE VIII MODIFICATIONS

MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by MERC, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

ARTICLE X OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by CONTRACTOR pursuant to this agreement are Work Products and are the property of MERC, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon MERC request, CONTRACTOR shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and CONTRACTOR agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

- A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:
1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
 2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract;
 3. Any cost and pricing data relating to the contract; and
 4. Payments made to all suppliers and subcontractors.
- B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- C. CONTRACTOR and subcontractors shall make records available to METRO, and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, within the boundaries of the METRO region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of METRO, the CONTRACTOR or subcontractor agrees to bear all of the costs for METRO employees, and any necessary consultants hired by METRO, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the CONTRACTOR elects to have such records outside these

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boundaries, the costs paid by the CONTRACTOR to METRO for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

E. CONTRACTOR and subcontractors agree to disclose the records requested by METRO and agree to the admission of such records as evidence in any proceeding between METRO and the CONTRACTOR or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future METRO contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the CONTRACTOR or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

MERC reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, MERC shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with MERC.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

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ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program or is not applicable to this Contract as indicated by the following initials _____.**

ARTICLE XVII SITUS

The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

ARTICLE XVIII ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from MERC.

ARTICLE XIX SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract

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shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

ARTICLE XX
COUNTERPARTS

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

ARTICLE XXI
DELIVERY OF NOTICES

Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Jeff Burchett
Freewire Broadband
7327 SW Barnes Road, #702
Portland, OR 97225
503-614-8282 fax

To Metro: Metro Procurement Services
600 NE Grand Ave
Portland, Oregon 97232
503-797-1791 fax

With Copy to: Bill Stratton
777 NE Martin Luther King Jr. Blvd
Portland, OR 97232
503-731-7806 fax

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION
COMMISSION

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Scope of Work – Attachment A

MERC Contract No. 204098

1. Purpose and Goal of Work

The Oregon Convention Center (OCC) has an operational need to provide staff reliable high speed Internet to conduct day to day business along with the ability to provide high capacity wireless Internet access for use by venue attendees, exhibitors, and show management to check email, surf the web, stream video, video conference, VPN, etc. via our extensive wired and WiFi networks. The Internet provided to venue attendees, exhibitors, show management has the ability to expand bandwidth capacity on short notice on an event by event basis to meet show requirements.

2. Description of the Scope of Work

The scope of work consists of the Contractor providing high capacity wireless Internet access for use by venue attendees to check email, surf the web, stream video, video conference, VPN, etc. via our extensive wired and WiFi networks.

- The general service must meet these minimum requirements for Oregon Convention Center (OCC) •
- Free Installation
- 24x7 supports
- Internet access to be provided by wireless antenna service to downtown Portland/Vancouver
- Ability to provide daily and weekly services for additional bandwidth in 10Mbps increments on an as needed basis
- Ability to access web portal to view Internet statistics in real-time
- Guaranteed service performance metrics are:
 1. Availability: 99.99% or greater network availability, determined on monthly basis.
 2. Latency: 60ms or less average round trip delay, determined on monthly basis
 3. Packet Loss: 0.5% or less average packet loss, determined on monthly basis
 4. Throughput: 95% or greater average of purchased speed on a monthly basis.

OCC Requirements:

- Full time bandwidth level of 30Mbps full duplex for event related Internet service
- Full time bandwidth level of 10Mbps full duplex for Administration Internet service
- Ability to increase bandwidth to a minimum of 1Gbps with 1 hour notice
- Minimum 3 class C Public IP addresses
- 100Mbps redundant wireless backup with auto fail over

3. Deliverables/Outcomes

Reliable, high speed Internet for OCC staff to conduct business and for show management and exhibitors to access and use and increase bandwidth on short notice to meet growing Internet demands due to the increased use of technology and expectations of our clients.

Scope of Work – Attachment A

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4. Payment and Billing

Item No.	Number of Units	Description of Item	Unit Price (figures)	Total Amount (figures)
1	12	OCC Monthly recurring charge for 30Mbps full duplex	Year 1: \$750	Year 1: \$9,000
			Year 2: \$750	Year 2: \$9,000
			Year 3: \$750	Year 3: \$9,000
			Year 4: \$750	Year 4: \$9,000
			Year 5: \$750	Year 5: \$9,000
2	12	OCC Monthly recurring charge for 10Mbps full duplex	Year 1: \$200	Year 1: \$2,400
			Year 2: \$200	Year 2: \$2,400
			Year 3: \$200	Year 3: \$2,400
			Year 4: \$200	Year 4: \$2,400
			Year 5: \$200	Year 5: \$2,400
3	2500	OCC Daily rate for additional Internet bandwidth in 10Mbps increments	Year 1: \$50	Year 1: \$25,000
			Year 2: \$50	Year 2: \$25,000
			Year 3: \$50	Year 3: \$25,000
			Year 4: \$50	Year 4: \$25,000
			Year 5: \$50	Year 5: \$25,000
Total Contract Amount			\$182,000.00	
Total Contract Amount (in words) One Hundred, Eighty-Two Thousand and 00/100 Dollars				

Contractor shall perform the above work for a maximum price not to exceed **One Hundred, Eighty-Two Thousand AND 00/100TH DOLLARS (\$182,000.00)**.

The maximum price includes all fees, costs and expenses of whatever nature. Each of MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The MERC contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to MERC by July 15. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.