

**CHARTIERS VALLEY SCHOOL DISTRICT  
CONTRACT FOR  
PURCHASE AND LICENSES FOR ALCATEL-LUCENT ENTERPRISE SWITCHES**

This Contract is dated March 11, 2021 by and between the CHARTIERS VALLEY SCHOOL DISTRICT "Customer" and Communications Consulting, Incorporated (hereinafter referred to as "Contractor"), located at 120 Mt Pleasant Road, Warrendale, PA 15086. Together the Customer and Contractor may be referred to as "the Parties" herein.

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of the benefits that will accrue to the parties hereto by virtue of this Contract and the Respective Covenants contained herein, IT IS MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

**SECTION 1: PROJECT**

The term "Project" as used in this Contract refers to the following:

To sell, install and configure E-Rate Network Equipment as set forth in the Proposal of Communications Consulting, Incorporated at the request of Customer, that is attached hereto that was submitted in response to a Request for Proposal ("THE RFP") that Customer issued. The RFP and Proposal including all component parts are incorporated herein by reference and made part of this Contract.

In the event of a conflict between these documents, the order of precedence for determining the Parties obligations shall be:

- This Contract
- The Bid announcement sent February 9<sup>th</sup>, 2021 from Chartiers Valley School District.
- The PEPPM MINIBID submitted February 24<sup>th</sup>, 2021 of Communications Consulting, Incorporated;

**SECTION 2: SCOPE OF PROJECT**

Contractor shall provide the following services together with the preparation of any reports for the orderly development of the Project:

*A. SCOPE OF SERVICES*

1. The Contractor shall commence, carry on, and complete the Project with all dispatch in a sound, economical, and efficient manner, in accordance with the provisions here of and all applicable laws. In accomplishing the Project, the Contractor shall take reasonable professional efforts to ensure that the work involved is properly coordinated with any related work being carried on by the Customer.

2. Customer may, from time to time, require changes in the scope of the services of the Contractor to

be performed hereunder. Such changes, as shall be mutually agreed upon by and between the Customer and the Contractor shall be incorporated in written amendments to this Contract. Any changes requiring any increase in the Contract sum shall be subject to the approval by the Customer.

3. The Contractor explicitly agrees to be bound by all requirements of Sections 2.3 and 4 of the RFP.

#### *B. PROJECT SCHEDULE*

- The Customer and the Contractor agree that time is of the essence and that delays in the contracted work may significantly impact the Project and the effective functioning of the schools. The Contract time line is: begin no earlier than April 1, 2021 with completion on or before September 30, 2022. At the Customer's discretion, the Project time line and this Contract may be extended in order to align with E-rate funding approval. No equipment may be delivered; or work commenced; or invoices requesting payment dated or submitted, without Owner first providing a written notice to proceed and in no case prior to April 1, 2021. Customer will schedule work times for the Contractor so as to avoid any adverse impact on school operations.
- Once the District provides written notice to proceed, the Customer and Contractor agree to develop a mutually agreeable schedule for completion of the work in each building.

#### *C. GENERAL LIABILITY*

No liability shall accrue against the Seller as a result of any breach of these terms and conditions resulting from any work stoppage, act of God, unauthorized delays by the manufacturer, or other delay beyond Seller's control.

### **SECTION 3: CONTRACT FEES**

The Contractor and Owner agree as follows:

1. All work under this Contract shall be on a fixed fee not to exceed ninety seven thousand two hundred and ninety dollars and zero cents. (\$97,290.00) as itemized in the Proposal. The Contractor agrees that the fee is full compensation for the completed Project and all costs incurred and services rendered by the Contractor, without condition or limitation.
2. This Contract is subject to the availability of funds and appropriation of such funds by Customer as may be necessary for this Contract. If such funds are not available and/or appropriated, Customer may cancel this Contract without incurring any liability and/or damages to the Contractor. Any such cancellation may be a written notice from Customer to the Contractor.
3. In the event that E-rate discount funding approval is declined, and the Customer has not issued a notice to proceed, Customer may cancel the Contract without incurring any early termination or other charges.
4. If the work is not completed to the District's satisfaction by the dates set forth in the agreed upon

schedule as set forth in Section 2.B.2 for any school, Contractor will have 30 days from the completion date set forth in the schedule to complete and/or cure any identified issues or performance issues. In the event that Contractor fails to satisfactorily complete the project within these time frames set forth above, Contractor will provide a credit of 2% of the installation costs for the school to Customer.

#### **SECTION 4: CONTRACT TERM**

The term of this Agreement shall be from April 1, 2021 until September 30, 2022 or subject to the Owner's extension of the agreement to align the work performed hereunder with the receipt of E—rate funds for up to an additional year, through September 30, 2022.

#### **SECTION 5: PAYMENT FOR CONTRACT SERVICES**

1. The Contractor shall submit a request for payment not more than once each month. The payment requested shall be in proportion to the services completed by Project phase and approved by the Customer. The Customer shall have the final decision with respect to the proportion of the Project completed. A written progress report detailing the work completed, identified problems, and remaining work shall accompany each request for payment.
2. Contractor agrees to separately itemize any charges for E—rate eligible services and goods from E-rate ineligible services and goods on each request for payment.
3. The Contractor understands and agrees that the Customer may issue a Notice to Proceed prior to the receipt of E-rate discount funding approval, in which case the Customer shall be responsible for payment in full of all invoices issued prior to the receipt of E—rate discount funding approval.
4. In the event that Customer obtains successful E—rate funding while the Project is ongoing, Contractor agrees to invoice Customer for the portion of the invoice charges not paid by E-rate, to credit the Customer for any E-rate discount amounts previously billed to and collected from Customer; and agrees to invoice the E-rate administrator for the E—rate discount amount of all invoices.
5. In the event that Customer refrains from issuing a notice to proceed until after receive of E—rate discount funding approval, Contractor agrees to bill Customer for the portion of the project costs that paid by E—rate and to bill the E-rate administrator for the E—rate discount funding.

#### **SECTION 6: CONTRACTOR'S PERFORMANCE OF WORK**

1. Contractor agrees that the work and services Contractor provides for the Customer pursuant to this Contract will comply with all applicable federal, state, and local laws, codes, and regulations that are in effect as of the date of the Contract. Furthermore, Contractor shall, in a timely manner, inform the Customer in writing, during the term of the Contract and until completion of the Contractor's services, about changes or modifications of all such laws, codes, or regulations that may affect or require modification or changes to any part of the Project so that Customer will be able to determine if changes or modifications should be made to the Project before completion.

2. The Contractor agrees that the Customer or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are pertinent to this Project for the purpose of making an audit, examination, excerpts or transcriptions.

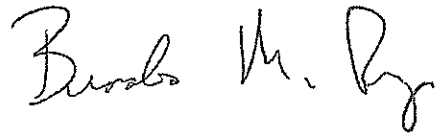
3. The Contractor shall maintain all accurate records, in a form mutually agreeable to the parties, to substantiate its charges for the services hereunder, for a period of ten years from the completion of the Project. Upon request, the customer shall have the right to inspect and copy such records.

**IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Contract to be signed by their duly authorized representatives**

CHARTIERS VALLEY SCHOOL DISTRICT

COMMUNICATIONS CONSULTING INC.

SIGNATURE \_\_\_\_\_



PRINTED NAME \_\_\_\_\_

Brooks M Roy

TITLE \_\_\_\_\_

President

DATE \_\_\_\_\_

3/11/2021

**CHARTIERS VALLEY SCHOOL DISTRICT  
CONTRACT FOR  
PURCHASE AND LICENSES FOR ALCATEL-LUCENT ENTERPRISE WIRELESS ACCESS**

This Contract is dated March 11, 2021 by and between the CHARTIERS VALLEY SCHOOL DISTRICT "Customer" and Communications Consulting, Incorporated (hereinafter referred to as "Contractor"), located at 120 Mt Pleasant Road, Warrendale, PA 15086. Together the Customer and Contractor may be referred to as "the Parties" herein.

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of the benefits that will accrue to the parties hereto by virtue of this Contract and the Respective Covenants contained herein, IT IS MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

**SECTION 1: PROJECT**

The term "Project" as used in this Contract refers to the following:

To sell, install and configure E-Rate Network Equipment as set forth in the Proposal of Communications Consulting, Incorporated at the request of Customer, that is attached hereto that was submitted in response to a Request for Proposal ("THE RFP") that Customer issued. The RFP and Proposal including all component parts are incorporated herein by reference and made part of this Contract.

In the event of a conflict between these documents, the order of precedence for determining the Parties obligations shall be:

- This Contract
- The Bid announcement sent February 9<sup>th</sup>, 2021 from Chartiers Valley School District.
- The PEPPM MINIBID submitted February 25<sup>th</sup>, 2021 of Communications Consulting, Incorporated;

**SECTION 2: SCOPE OF PROJECT**

Contractor shall provide the following services together with the preparation of any reports for the orderly development of the Project:

*A. SCOPE OF SERVICES*

1. The Contractor shall commence, carry on, and complete the Project with all dispatch in a sound, economical, and efficient manner, in accordance with the provisions here of and all applicable laws. In accomplishing the Project, the Contractor shall take reasonable professional efforts to ensure that the work involved is properly coordinated with any related work being carried on by the Customer.

2. Customer may, from time to time, require changes in the scope of the services of the Contractor to

be performed hereunder. Such changes, as shall be mutually agreed upon by and between the Customer and the Contractor shall be incorporated in written amendments to this Contract. Any changes requiring any increase in the Contract sum shall be subject to the approval by the Customer.

3. The Contractor explicitly agrees to be bound by all requirements of Sections 2.3 and 4 of the RFP.

#### *B. PROJECT SCHEDULE*

- The Customer and the Contractor agree that time is of the essence and that delays in the contracted work may significantly impact the Project and the effective functioning of the schools. The Contract time line is: begin no earlier than April 1, 2021 with completion on or before September 30, 2022. At the Customer's discretion, the Project time line and this Contract may be extended in order to align with E-rate funding approval. No equipment may be delivered; or work commenced; or invoices requesting payment dated or submitted, without Owner first providing a written notice to proceed and in no case prior to April 1, 2021. Customer will schedule work times for the Contractor so as to avoid any adverse impact on school operations.
- Once the District provides written notice to proceed, the Customer and Contractor agree to develop a mutually agreeable schedule for completion of the work in each building.

#### *C. GENERAL LIABILITY*

No liability shall accrue against the Seller as a result of any breach of these terms and conditions resulting from any work stoppage, act of God, unauthorized delays by the manufacturer, or other delay beyond Seller's control.

#### **SECTION 3: CONTRACT FEES**

The Contractor and Owner agree as follows:

1. All work under this Contract shall be on a fixed fee not to exceed seventy-nine thousand three-hundred and forty-three dollars and zero cents. (\$79,343.00) as itemized in the Proposal. The Contractor agrees that the fee is full compensation for the completed Project and all costs incurred and services rendered by the Contractor, without condition or limitation.
2. This Contract is subject to the availability of funds and appropriation of such funds by Customer as may be necessary for this Contract. If such funds are not available and/or appropriated, Customer may cancel this Contract without incurring any liability and/or damages to the Contractor. Any such cancellation may be a written notice from Customer to the Contractor.
3. In the event that E-rate discount funding approval is declined, and the Customer has not issued a notice to proceed, Customer may cancel the Contract without incurring any early termination or other charges.
4. If the work is not completed to the District's satisfaction by the dates set forth in the agreed upon

schedule as set forth in Section 2.B.2 for any school, Contractor will have 30 days from the completion date set forth in the schedule to complete and/or cure any identified issues or performance issues. In the event that Contractor fails to satisfactorily complete the project within these time frames set forth above, Contractor will provide a credit of 2% of the installation costs for the school to Customer.

#### **SECTION 4: CONTRACT TERM**

The term of this Agreement shall be from April 1, 2021 until September 30, 2022 or subject to the Owner's extension of the agreement to align the work performed hereunder with the receipt of E—rate funds for up to an additional year, through September 30, 2022.

#### **SECTION 5: PAYMENT FOR CONTRACT SERVICES**

1. The Contractor shall submit a request for payment not more than once each month. The payment requested shall be in proportion to the services completed by Project phase and approved by the Customer. The Customer shall have the final decision with respect to the proportion of the Project completed. A written progress report detailing the work completed, identified problems, and remaining work shall accompany each request for payment.
2. Contractor agrees to separately itemize any charges for E—rate eligible services and goods from E-rate ineligible services and goods on each request for payment.
3. The Contractor understands and agrees that the Customer may issue a Notice to Proceed prior to the receipt of E-rate discount funding approval, in which case the Customer shall be responsible for payment in full of all invoices issued prior to the receipt of E—rate discount funding approval.
4. In the event that Customer obtains successful E—rate funding while the Project is ongoing, Contractor agrees to invoice Customer for the portion of the invoice charges not paid by E-rate, to credit the Customer for any E-rate discount amounts previously billed to and collected from Customer; and agrees to invoice the E-rate administrator for the E—rate discount amount of all invoices.
5. In the event that Customer refrains from issuing a notice to proceed until after receive of E—rate discount funding approval, Contractor agrees to bill Customer for the portion of the project costs that paid by E—rate and to bill the E-rate administrator for the E—rate discount funding.

#### **SECTION 6: CONTRACTOR'S PERFORMANCE OF WORK**

1. Contractor agrees that the work and services Contractor provides for the Customer pursuant to this Contract will comply with all applicable federal, state, and local laws, codes, and regulations that are in effect as of the date of the Contract. Furthermore, Contractor shall, in a timely manner, inform the Customer in writing, during the term of the Contract and until completion of the Contractor's services, about changes or modifications of all such laws, codes, or regulations that may affect or require modification or changes to any part of the Project so that Customer will be able to determine if changes or modifications should be made to the Project before completion.

2. The Contractor agrees that the Customer or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are pertinent to this Project for the purpose of making an audit, examination, excerpts or transcriptions.

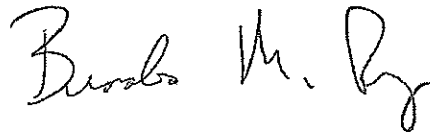
3. The Contractor shall maintain all accurate records, in a form mutually agreeable to the parties, to substantiate its charges for the services hereunder, for a period of ten years from the completion of the Project. Upon request, the customer shall have the right to inspect and copy such records.

**IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Contract to be signed by their duly authorized representatives**

CHARTIERS VALLEY SCHOOL DISTRICT

COMMUNICATIONS CONSULTING INC.

SIGNATURE \_\_\_\_\_



PRINTED NAME \_\_\_\_\_

Brooks M Roy

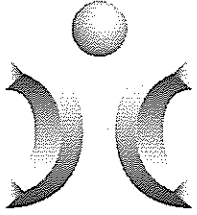
TITLE \_\_\_\_\_

President

DATE \_\_\_\_\_

3/11/2021





Communications Consulting, Inc.  
 120 Mt. Pleasant Road  
 Warrendale, PA 15086 US  
 +1 4126973356  
 sales@cci-pgh.com  
 www.cci-pgh.com

Estimate 5737

ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Michael Rabinovitz Chartiers Valley School District 2030 Swallow Hill Road Pittsburgh, PA 15220	Michael Rabinovitz Chartiers Valley School District 2030 Swallow Hill Road Pittsburgh, PA 15220	03/11/2021	\$79,343.00	04/11/2021

ACTIVITY	QTY	RATE	AMOUNT
<b>OAW-AP1321-US</b> OmniAccess Stellar Indoor AP1321. Dual radio 5GHz 4x4:4 / 2.4GHz 2x2:2 802.11ax, integrated omni antenna. 1x1 scanning radio and BLE radio. 1x 2.5GbE, 1x 1GbE, USB, 48V DC. AP mount order separately. Restricted Regulatory Domain: US	110	525.00	57,750.00T
<b>OAW-AP-MNT-B</b> OmniAccess AP1101 mount kit, Type B1(9/16") and B2(15/16") for T shaped spare ceiling rail mounting. Standard configuration in the product packaging.	110	14.00	1,540.00T
<b>OV-AP-NM-100-N</b> OV-AP-NM-100-N OV2500 NM R4 Lic - Lic. 100 AP-NEW for 10 ALU-E Stellar AP lic. 1lic. /Stellar AP)- Covers all Stellar AP models Series 11 & 12xx). Apply to OV2500 Serv. Pack NEW. Used w/other NM ext. NEW for adequate config. Act. Online	1	1,512.00	1,512.00T
<b>OV4-START-NEW</b> OV4-START-NEW - OV2500 NMS-Starter Pack-NEW R4 . Incl 10 ALU-E device lic. (1xlic. /switch in stack/VC config); 10 3rd Party Lic. (1x lic. / mgmt IP); VMM lic. for 10vm. Req. online activ. Use EXT. OV-NM-EX-x-N / OV-VMM-x-N for add.; DEVICE/VMM lic.	1	1.00	1.00T
<b>SW3N-OVAPNM100N</b> 3YR 24X7 SUPPORT Software for OV2500 NMS - RELEASE 4 OV-AP-NM-100-N. Includes 24x7 Remote Tel Support, Problem Diagnosis, SW Updates, Support portal access Maintenance to be ordered on all OV Model No for each OV server.	1	1,096.00	1,096.00T
<b>OV-GA-1K-N</b> OV-GA-1k-N - OV2500 GA R4 Lic. - Lic. 1000 GA-NEW for Guest Access Policy Manager enable 1000 Guest Access concurrent active devices on ALU-E Network. Used w/other GA ext. NEW for adequate config Act. Online	1	3,360.00	3,360.00T
<b>OV-BYOD-1K-N</b> OV-BYOD-1k-N - OV2500 BYOD R4 Lic. - Lic 1000 BOYD-NEW for BYOD Access Policy Manager License to enable 1000 BYOD concurrent active devices on ALU-E Network. Used w/other GA ext. NEW for adequate config Act. Online	1	3,360.00	3,360.00T
<b>SW3N-OVGA1KN</b> 3YR 24X7 SUPPORT Software for OV2500 NMS - RELEASE 4 OV-GA-1K-N. Includes 24x7 Remote Tel Support, Problem Diagnosis, SW Updates, Support portal access Maintenance to be ordered on all OV Model No for each OV server.	1	2,437.00	2,437.00T
<b>SW3N-OVBYOD1KN</b> 3YR 24X7 SUPPORT Software for OV2500 NMS - RELEASE 4 OV-BYOD-1K-N. Includes 24x7 Remote Tel Support, Problem Diagnosis, SW Updates, Support portal access Maintenance to be ordered on all OV Model No for each OV server.	1	2,437.00	2,437.00T
<b>Item</b> Installation/Configuration/Training: Install access points on ceiling grid at pre-cabled location, install and configure NMS, administrative training and resources for District personal	45	130.00	5,850.00T

By proceeding with this estimate/invoice you agree to the CCI standard terms and conditions of purchase. Items are non-returnable unless otherwise stated and agreed upon. Late fees are automatically assessed for payments made past the due date.

SUBTOTAL	79,343.00
TAX (0%)	0.00

---

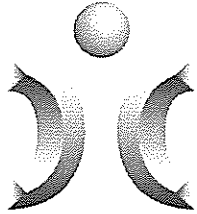
TOTAL	<b>\$79,343.00</b>
-------	--------------------

---

THANK YOU.

Accepted By

Accepted Date



Communications Consulting, Inc.  
 120 Mt. Pleasant Road  
 Warrendale, PA 15086 US  
 +1 4126973356  
 sales@cci-pgh.com  
 www.cci-pgh.com

Estimate 5738

<b>ADDRESS</b>	<b>SHIP TO</b>	<b>DATE</b>	<b>TOTAL</b>	<b>EXPIRATION DATE</b>
Michael Rabinovitz Chartiers Valley School District 2030 Swallow Hill Road Pittsburgh, PA 15220	Michael Rabinovitz Chartiers Valley School District 2030 Swallow Hill Road Pittsburgh, PA 15220	03/11/2021	\$97,290.00	04/11/2021

ACTIVITY	QTY	RATE	AMOUNT
<b>OS6900V48-R-US</b> OS6900V48-R-US - 1RU 25GE L3 fixed chassis with 48x25G SFP28 ports and 8x100G QSFP28 ports. SFP28 ports operate as 1/10/25GE. QSFP28 ports operate as 100GE/40GE/4x25GE/4x10GE. Rear to front cooling. Includes dual AC PS units, cord, manuals access card and rack mounts.	2	10,320.00	20,640.00T
<b>OS6860N-P48M-US</b> OS6860N-P48M-US - Multi-GigE L3 chassis, 1RU size with 36 10/100/1G/2.5G BaseT 95W bt PoE, 12 100/1G/2.5G/5G/10G BaseT 95W bt PoE, uplink slot and 2 QSFP28 VFL ports. Includes 920W AC PS, country-specific power cord, 19 rack-mount kit and a micro-USB-to-USB console cable	14	5,000.00	70,000.00T
<b>OS68-QNI-U2</b> OS68-QNI-U2 - One uplink module for OS6860N-P48M with 2 10/40G QSFP+ ports. All ports are 256-bit MACsec capable	14	475.00	6,650.00T

SUBTOTAL 97,290.00  
 TAX (0%) 0.00

**TOTAL \$97,290.00**

THANK YOU.

Accepted By

Accepted Date