

**CHARTIERS VALLEY SCHOOL DISTRICT  
CONTRACT FOR  
PURCHASE FOR ALCATEL LUCENT ENTERPRISE WIRELESS**

This Contract is dated February 5<sup>th</sup>, 2024 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 PEPPM MINIBID submitted January 25<sup>th</sup>, 2024 of Communications Consulting, Incorporated;
- CCI Estimate #8139

**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, 2024 with completion on or before September 30, 2025. 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, 2024. 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 one hundred and one thousand three hundred and eighty three dollars and zero cents (\$101,383.00) 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, 2024 until September 30, 2025 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, 2025.

#### **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 \_\_\_\_\_

2/5/2024