

AGREEMENT El Centro ESD YR 18 CMAS RFO Equipment E-RATE YEAR 17 (2015/2016)

THIS AGREEMENT is made this February 27, 2015, in the City of El Centro, County of Imperial, State of California, by and between EL CENTRO ELEMENTARY SCHOOL DISTRICT, a California Local Educational Agency, hereinafter called "ECESD" and _____(VENDOR). hereinafter called the "Contractor", with a principal place of business located at _____(VENDORCITY), CALIFORNIA.

WITNESSETH, that the ECESD and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 THE WORK. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

CMAS REQUEST FOR OFFER (RFO)

EL CENTRO ELEMENTARY SCHOOL DISTRICT E-RATE YEAR 18 (2015/2016)

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

Award of this proposal is 100% contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. The successful bidder agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Administrative Company ("USAC"), and/or the Schools and Libraries Division ("SLD") via the Form 474 Service Provider Invoice (SPI). ECESD will NOT file a Form 472, and will only be responsible for paying its non-discounted share of costs. ECESD and the successful bidder will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements.

Even after award of contracts, the ECESD may or may not proceed with the project, in whole or in part, even in the event E-rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of ECESD. Vendors wishing to bid do so solely at their own risk. ECESD is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with bid and/or a decision not to proceed with the project, even after award of the contracts. By submitting a bid, each vendor agrees to bear all of its own costs, fees, expenses, and losses, of any and all kind, should the ECESD cancel the project.

1.02 CONTRACT TERM. Work performed will be for the term of 36 months from July 1, 2015 or from start date of project, whatever is later. The start date of the project is predicated upon the receipt of a Funding Commitment Decision Letter (FCDL) from the Universal Service Administrative Company. The ECESD has the option to extend the term by an additional 24 month period, if required.

1.03 CONTRACT PRICE. The ECESD shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of _____ (\$_____). The Contract Price is based upon the Contractor's Base Bid Proposal only. The ECESD payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 CONTRACT DOCUMENTS. The Contract Documents consist of the following:

Request for Proposal/Offer (RFP/RFO) and Contract Requirements

Project RFO/RFP

Project Agreement

Drawings, if applicable

1.05 HOLD HARMLESS AGREEMENT The Contractor agrees to and does hereby indemnify and hold harmless the ECESD, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, including attorney fees and costs, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the ECESD, its officers, employees, agents or independent contractors who are directly employed by the ECESD; and

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the ECESD, arising out of, or in any way connected with the work covered by this agreement, whether said injury of damage occurs either on or off school ECESD property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

(c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the ECESD, its officer, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the ECESD, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

1.06 PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

1.07 AUTHORITY TO EXECUTE. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the ECESD and the Contractor as of the date set forth above.

District

EL CENTRO ELEMENTARY SCHOOL DISTRICT
a California Public Education School District

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

(Contractor's License Number)

By: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)