

AGREEMENT
Just N Time Classroom and Office Supplies – District Wide
Bid # 21/22-001

This AGREEMENT, made and entered into this 15 day of June, 2021, by and between the Val Verde Unified School District, hereinafter referred to as DISTRICT, of Riverside County, California, and Southwest School and Office Supplies, hereinafter referred to as VENDOR.

WITNESSETH that the DISTRICT and VENDOR, for the consideration hereinafter named, mutually agree as follows:

1. SCOPE The VENDOR shall perform, within the time stipulated, the contract herein defined and shall provide all labor, materials, tools, and transportation to complete all work required in connection with the project.

It is the duty of the VENDOR to complete the work in exact accordance with the approved plans, specifications and other contract documents.

2. TIME FOR COMPLETION. The work will start for this project no later than five (5) calendar days after the date of the Notice to Proceed is issued by DISTRICT and necessary Bond documents issued by VENDOR in favor of DISTRICT are complete all not later than one hundred thirty-five (135) calendar days after the date of the Notice to Proceed.

3. CONTRACT PRICE the District shall pay to the Vendor as full consideration for the faithful performance of the contract, subject to any additions or deduction as provided in the contract documents. The District is not obligated to order any of the items listed in said sum per Bid Form Attachment#1. Orders will be based on need only. Bid will remain open and valid for one (1) year and renewable for up to three (3) years after the date set for the opening.

4. COMPONENT PARTS OF THE CONTRACT. The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto: Notice to Vendors Calling for Bids, Bid Overview, Schedule of Important Dates, Instructions to Bidders, Supplemental Instructions to Bidders, Specifications, List of Required Submittals, Bid Form, Agreement, List of Deviations, and No collusion Affidavit.

Work required by one document and not by another should be done as if required by all.

5. RULES AND REGULATIONS the Vendor agrees to comply with and observe all provisions of the code sections referred to in the contract documents and any other rules and regulations generally applicable to this type of work.

6. HOLD HARMLESS The Vendor shall hold harmless and indemnify the District, its Governing Board, its Officers and Employees from every claim or demand which may be made by reason of: (a) Any injury to person or property sustained by the Vendor by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under the contract, however caused; (b) Any injury to person or property sustained by any person, firm or corporation, caused by an act, neglect, default, or omission of the Vendor or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract; and © Any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process or patented or unpatented invention, under this contract.

The Vendor at his expense and risk shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand and satisfy any judgment that may be rendered against the District or the Board therein.

7. ASSIGNMENTS OR SUBCONTRACTING. The VENDOR shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the written consent of the District.

8. INDEPENDENT CONTRACTOR. While engaged in carrying out and complying with the terms and conditions of the contract the Vendor is an independent VENDOR and not an officer, agent or employee of the District.

9. TERMINATION. If Contractor, at any time during the period of this contract, fails to perform satisfactorily, or to furnish safe and adequate equipment or personnel, or otherwise fails to comply with its terms, the District may, upon seven days written notice, cancel the contract and procure services elsewhere.

If District at any time during the period of this contract, fails to perform satisfactorily or to remit payment of all proper invoices within a reasonable period of time, Vendor may, upon seven days written notice, cancel the contract in its entirety.

10. FORCE MAJEURE The Vendor shall be excused from performance hereunder during the time and to the extent that he is prevented from performing in the customary manner by act of God, fire, strike, loss of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the Government, when satisfactory evidence thereof is presented to the District.

11. CONTRACTOR'S PERSONNEL. All personnel assigned to perform under this contract shall be subject to continuous approval of the District and by the Vendor.

12. PAYMENT On or about the first business day of each month the VENDOR shall submit invoices in the form and number required by the District for all services under this contract. Subject to acceptance and approval by the District, payment for such services will be made within a reasonable time thereafter, not to exceed thirty (30) days.

13. 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.

IN CONSIDERATION of the performance on the part of the Vendor of the terms of this Agreement, the District agrees to pay the Contractor the sums as indicated in Article 3 above, approved by the Board of Education.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.
Approved:

VENDOR


Aja Stickler (Jun 14, 2021 09:53 PDT)

By

Aja Stickler

Title

Bid Manager

Tax Payer ID# or SSN

06/14/2021, 2021

Date

VAL VERDE UNIFIED
SCHOOL DISTRICT


Stacy Strawderman (Jun 14, 2021 13:30 PDT)

Stacy Strawderman

Director, Facilities, Contracts & Purchasing Services