Forest Hills Public Schools
Northern High School Structured Cabling RFP

Appendix C

SAMPLE AGREEMENT

November 2026

Northern High School Structured Cabling Sample Agreement

This Structured Cabling Contract ("the Contract") is made on the Effective Date, between **[Vendor],** (hereinafter called "the Contractor") whose address is [Vendor Address]**,** Forest Hills Public Schools (hereinafter called "the District") whose address is 620 Forest Hill Ave, Se, Grand Rapids, MI 49546.

RECITALS

A. The Contractor shall provide the District with all of the necessary cabling/components, implementation, installation, testing and all other related Services required for a fully functioning Structured Cabling Solution (herein called "the System(s)") upon the terms and conditions set forth herein and in the other Contract Documentation.

B. The District desires to obtain the devices and associated Services, from the Contractor upon the terms and conditions set forth herein and in the other Contract Documentation.

C. Parties agree that where there is a conflict between terms of this Contract and the other Contract Documentation, this Contract shall take precedence. The parties also agree that where there is not a conflict between this Contract and the other Contract Documentation, to the extent accepted by District, all terms and conditions in the other Contract Documentation shall be incorporated by reference into this Contract and shall be binding upon all parties to this Contract.

D. The order of precedence has been set forth in Paragraph 1.1 below.

E. The District and the Contractor each binds themselves, their partners, successors, and other legal representatives to all covenants, contracts, and obligations contained in this Contract.

F. It is expressly agreed that the Contractor is not an agent or employee of the District but an independent contractor. Where the term "Contractor" is used, it includes all employees, subcontractors, consultants and agents of the Contractor. The Contractor shall not pledge or attempt to pledge the credit of the District or in any other way attempt to bind the District.

NOW, THEREFORE, IN CONSIDERATION FOR THE FOREGOING AND THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1 DEFINITIONS AND EXHIBITS

1.1 Contract Documentation. "Contract Documentation" shall mean (i) this Contract including any and all Exhibits, (ii) the District's Request for Proposal (RFP) dated **[Date]**, related bid addenda, (iii) the Contractor's Response dated **[Date]**, and (iv) subsequent vendor clarifications, and said documents shall take precedence in the order set forth in this Paragraph.

1.2 Documentation. "Documentation" shall mean (i) all written materials or information relating to the System(s) or its operation, including without limitation, user-oriented and technical operation, reference and training manuals and (ii) the documentation as outlined in the Contract Documentation.

1.3 Effective Date. "Effective Date" shall mean the last date on which both parties hereto have executed this Contract.

1.4 Purchase Price. "Purchase Price" shall mean the aggregate amount payable by the District for (i) the purchase of the System(s) and (ii) the services to be provided by the Contractor in accordance with the RFP and to the extent accepted by the District, the Contractor's response to the RFP. The Purchase Price is inclusive of all taxes, shipping, handling, material bond(s), payment bond(s), performance bond(s), insurance, and all options as listed on the Price Schedule in Appendix B.

1.5 Systems. "Systems" shall include, but not limited to, cabling, components, miscellaneous items and materials necessary for a fully functioning solution to achieve the requirements contained in the Contract Documentation.

1.6 Services. "Services" shall include, but shall not be limited to, any and all labor, implementation, testing, documentation, training and acceptance testing activities.

1.7 Sites. "Sites" shall mean the locations set forth in the Contract Documentation.

1.8 Term. The District reserves the right to terminate this Contract at any time for any reason upon thirty (30) days written notice to the Contractor.

1.9 All provisions contained in of the Recitals of this Contract are binding upon the parties to this Contract.

2 TURNKEY SOLUTION

2.1 Turnkey Solution. This Contract and the other Contract Documentation set forth the terms and conditions upon which the Contractor will provide a turnkey solution for the System(s) for use by the District. The Contractor agrees that it will provide a complete Turnkey Solution to the District. The Contractor shall be responsible for the successful installation, integration, acceptance testing, and Documentation of the System(s) as detailed in the Contract Documentation.

2.2 The Contractor's Obligation. In consideration of the payment of the Purchase Price, it is agreed and understood that the Contractor shall be obligated to provide the devices, Systems and Services in accordance with the terms and conditions contained in the Contract Documentation.

2.3 Guarantee. The Contractor shall guarantee its design, operation and functionality of the System(s), in accordance with the Contract Documentation.

2.4 Complete Solution. The Contractor will supply all labor, devices/equipment and services necessary to provide the System(s) in accordance with the Purchase Price set forth in Section 3.1. The Contractor represents and warrants that the purchase of the System(s) and installation and implementation services provided to the District will constitute a fully operational solution as contemplated by the Contract Documentation.

3 PAYMENT

3.1 Purchase Price. The Contractor agrees to sell to the District and the District agrees to purchase the System(s) and Services upon the terms and conditions set forth in this Contract at a price not to exceed: **$_____.**

3.2 Payment Terms. Payment shall be in accordance to the following schedule:

(A) Progress billing can be submitted monthly for equipment that is delivered and installed, based on a mutually agreed-upon percentage of completion between the District and the Contractor. Total progress payments shall not exceed 90 percent of the total Purchase Price. Progress billings shall reflect the 10 percent retainage referenced below.

(B) Retainage. Ten percent of the total Purchase Price will be held as retainage and will be payable within thirty (30) days of final acceptance of the completed phase by the District or its designated representative. Fifty percent of the retainage will be payable upon delivery of Documentation. The remaining fifty percent of the retainage shall be payable based upon the final acceptance.

3.3 Universal Service Fund (USF). The District intends to meet all eligibility requirements for participation in the USF. The Contractor must accommodate the District's participation in USF and comply with all procedures and payment policies set forth by USF governing body.

3.4 USF Payment Terms

(A) BEAR Method. The Contractor shall invoice the District for the full amount of eligible products and services after the District has received a positive Funding Commitment Decision Letter (FCDL) from the Universal Service Administrative Company (USAC) and after the District has successfully filed Form 486. DistrictThe District shall pay the Contractor in full and subsequently seek reimbursement from USAC for the eligible discounted portion utilizing FCC Form 472 (Billed Entity Applicant Reimbursement or BEAR). In no instance shall the Contractor invoice the District prior to April 1, 2027.

(B) SPI Method: The Contractor shall invoice the District only for the District's non-discounted share of eligible costs after the District has received a positive Funding Commitment Decision Letter (FCDL) from the Universal Service Administrative Company (USAC) and after the District has successfully filed Form 486. The District agrees to file Form 486 within thirty (30) days of receipt of the positive FCDL. The Contractor shall submit the eligible discounted portion directly to USAC for reimbursement utilizing FCC Form 474 (Service Provider Invoice or SPI).

3.5 Request for Payment. The Contractor shall submit to the District's project coordinator the standard AIA Application for Payment forms upon completion of the Payment Terms referenced in Paragraph 3.2 above. Approved invoices shall be paid within thirty (30) days from date of approval of the invoice. In the event of disputes an invoice is not approved, the District shall notify the Contractor within ten (10) days of receipt of the invoice.

3.6 Performance Bonds. The Contractor shall provide a Performance Bond and a labor and materials payment bond upon award of this Contract in the form acceptable to the District. The bonds shall be equal in amount to the total Purchase Price. The Surety of the bond shall remain in effect for one year after all acceptance of the entire project has been executed by the District. Said bonds shall be provided by a Surety having a rating of A- or better from A. M. Best and Co., and said Surety shall be authorized to do business in the State of Michigan. In the event that the Contractor fails to perform its obligations under any contract between the Contractor and the District, the performance bond shall be paid to the District. The Contractor further agrees to save and hold harmless the District and its agents from all liability and damages of every description in

connection with any subsequent contracts with any third parties. The Contractor shall submit the performance bond to the District within two weeks of the Effective Date of this Contract or prior to the start of work, whichever comes first. This Contract shall be unenforceable by the Contractor against the District until the terms of this section have been satisfied. The cost of said bonds is included in the Purchase Price referenced in Section 3.1.

3.7 Taxes. The Purchase Price is ***inclusive*** of any applicable taxes. The District, however, is a tax-exempt entity except if the project makes additions and/or enhancements to real property.

3.8 Purchase Quantities. The District reserves the right to adjust upward, or downward by 25% the quantities of items purchased without altering the unit Purchase Price upon award and throughout the term of this Contract.

3.9 Payment Disputes. Disputes regarding requests for payments will be communicated to the Contractor by the District, in writing, within thirty (30) days of the receipt of invoice. Payments will not be delayed unless the Contractor is unable to resolve the matter to the District's satisfaction ten (10) days prior to payment due date.

4 SYSTEM DEPLOYMENT

4.1 Project Manager. The Contractor will designate a Project Manager for each project involving services for the duration of this Contract. Project Management will be within the guidelines as defined in the RFP or as subsequently amended and mutually agreed to by both parties.

4.2 Legal Compliance. The Contractor shall comply fully with all applicable federal, state and local laws, statutes, ordinances, rules, regulations and codes as well as all applicable provision of the Occupational Safety and Health Act. These include, but are not limited to, all policies concerning the use of the Sites and appropriate behavior of persons in or on the Sites, such as the prohibitions of sexual harassment or the use or possession of tobacco or alcohol.

4.3 Employee Qualification. All of the Contractor's employees shall be thoroughly experienced in the particular class of work in which they are employed. In the event the District determines that the Contractor's employee(s) are unqualified, unresponsive, or otherwise unacceptable, the Contractor will remove and replace said employee(s) from the project in consultation with the District.

4.4 Status Meetings. The Contractor shall coordinate and participate in regular status meetings between the District Project Coordinator (Plante & Moran) and the Contractor Project Manager as identified in the RFP, at which time a list of open items with targeted responsibility and due dates will be established.

4.5 Access to Sites. The Contractor will coordinate access to the Sites per the procedures outlined by the District.

4.6 Documentation. The Contractor shall provide all Documentation as required in the RFP and applicable addenda.

4.7 Testing. The Contractor shall perform all testing as to meet the specifications identified in the RFP and applicable addenda.

4.8 Site Damage. The Contractor shall be responsible for restoring the physical Site to its original status for any damage resulting from the actions or omissions of the Contractor, its employees, subcontractors and consultants. The District shall determine whether the Contractor shall remedy the damage or a third party shall remedy the damage, to be compensated by the Contractor. The District shall have the authority to back-charge the contract amount or receive reimbursement from the Contractor related to remedying such damage.

4.9 Delinquency and deficiency penalties. The Contractor shall deliver the turnkey solution in accordance with the Implementation Schedule that will be developed and agreed to by the parties within ten (10) days of the Effective Date. In the event that the Contractor fails to deliver the turnkey solution on or before the completion date set forth in the Implementation Schedule, and such delays are within the Contractor's control, the Contractor shall be penalized $200 per business day for each day beyond the required completion date for that Site. Additionally, if the contractor fails to deliver the turnkey solution on or before the first day of school (or first day that the phase is in use by the school), the Contractor shall additionally be penalized $400 per calendar day for each day until completion. In the event the contractor fails to meet deadlines for punchlist completion or documentation turnover, this will also result in a penalty of $200 per business day. Additional site visits by the District's representative required due to unresolved punch list items will result in the vendor being charged $500 for each subsequent site visit by the District's representative to review punch list items until the punch list is cleared.

5 WARRANTY

5.1 Warranties on System.

A. The Contractor shall provide all warranties as identified in its the RFP and, to the extent as accepted by the District, the Contractor's Response to the RFP and all applicable addenda and clarifications. All warranties are effective from the date of the Final Acceptance of the System(s).

B. Contractor Representations and Warranties. In addition to the warranties set forth above, the Contractor represents and warrants that:

1) The Contractor possesses full power and authority to enter into this Contract and to fulfill its obligations hereunder;

2) The performance of the terms of this Contract and of the Contractor's obligations hereunder shall not breach any separate contract by which the Contractor is bound; and

3) The Contractor is financially sound to perform its obligations hereunder, and agrees that any material adverse change in such status shall be immediately communicated in writing to the District.

5.2 Warranty. The Contractor warrants that all components provided under this Contract, whether installed initially or under subsequent purchase orders, shall be: newly manufactured equipment or assembled from newly manufactured parts; approved by Underwriter's Laboratories; and, will be free from defects in workmanship or material for a period as specified in the RFP, and, to the extent accepted by the District, in

the Contractor's Response to the RFP, and all addenda and clarifications from the date of Final System(s) Acceptance. During this warranty period, the Contractor shall furnish all new replacement parts, shipping costs, repaired parts, service labor, travel costs, and other repair costs at no cost to the District. At the conclusion of the warranty period, the District will consider Contractor support under a separate maintenance contract. The Contractor shall pass-through to the District all warranties of the third-party manufacturers of any such components.

5.3 Final Acceptance of the System(s). The System(s) proposed shall be defined to be finally accepted by the District after meeting all requirements of this Contract and the other Contract Documentation. The District or District 's representative shall be the sole judge of whether all conditions for Final Acceptance have been met. Where no installation services are performed, acceptance shall begin after delivery and verification that systems are in working order.

6 TERMINATION

6.1 Right to Terminate on Breach. Each party shall have, in addition to all other remedies available to it, the right to terminate this Contract immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, if the District must regularly request that the Contractor cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material.

6.2 Events upon Termination. Upon termination of this Contract by either party for breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of this Contract or to recover damages for the breach of this Contract. In the event of termination, title to all equipment purchased by the Contractor for integration into the project shall pass to the District, and the Contractor shall deliver possession of said equipment to the District at a location to be designated by the District.

7 GENERAL

7.1 Risk of Loss. The Contractor assumes all risk of loss or damage to the Equipment prior to acceptance. Title to the Equipment will pass at that time.

7.2 Governing Law. This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Kent County, Michigan.

7.3 Assignment. This Contract and any interest herein may not be assigned or transferred, in whole or in part, by either party to any third party without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void.

7.4 Force Majeure. Timely performance is essential to the successful implementation and ongoing operation of the Project described herein. Time is of the essence. However, neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the first party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first party's control or which make performance commercially impracticable, including but not limited to, fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

7.5 Right of Cancellation. Either party shall have the right to cancel this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred twenty (120) or more days from the scheduled date of the task. If a cancellation due to a Force Majeure occurs before title passes to the District, the Contractor may keep any parts of the System(s) as it can salvage but must remove same at its own expense and shall return all sums received from the District. If cancellation occurs due to a Force Majeure after title passes to the District, the System(s) shall remain with the District and the Contractor shall be entitled to any such payments as have accrued according to the payment schedule.

7.6 Severability. If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

7.7 Entire Contract. This Contract constitutes the entire Contract between the parties, supersedes all previous contracts, written or oral, and there are no understandings, representations or warranties of any kind, express, implied or otherwise, not expressly set forth herein.

7.8 Non-Waiver and Modification. Waiver by either party of any default or breach of any provision of this Contract by the other party shall not be construed as a waiver of any subsequent default or breach. No extension of time for payment or other accommodation granted to a party shall operate as a waiver of any of its rights under this Contract. No provision of this Contract may be modified by a party without the prior written consent of the other party.

7.9 Insurance. The Contractor agrees that it shall maintain Insurance as specified in **the RFP** throughout the term of this Contract. The Contractor will name the District as an additional named insured under the Contractor's commercial general liability insurance policy. The Contractor agrees to deliver to the District either a duplicate original or certificate of all policies procured by the Contractor in compliance with its obligations hereunder, together with evidence of payment thereof. Upon modification to the Contractor's policy, the Contractor shall provide sixty (60) days written notice to the District.

7.10 Survival. All provisions of this Contract which, by their nature, should survive termination shall survive termination of this Contract.

7.11 General Indemnification. The Contractor agrees to indemnify, hold harmless and defend the District, its Board and its Board members in their official and individual capacities**,** its successors, assignees, employees, contractors and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the (i) negligent acts or willful misconduct of the Contractor, its officers, directors, employees, subcontractors, consultants and agents, (ii) any breach of the terms of this Contract by the Contractor, its officers, directors, employees, subcontractors, consultants and

agents or (iii) any breach of any representation or warranty by the Contractor, its officers, directors, employees subcontractors, consultants and agents under this Contract. The District agrees to notify the Contractor by certified mail, return receipt requested, of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Contract. The Contractor shall have the sole right, but not the obligation, to control the defense of any such claim. The District agrees to provide reasonable assistance to the Contractor, at the Contractor's expense, in defense of same.

7.12 Shipping of Equipment. All shipping and insurance costs to and from the Site are included in the Purchase Price. All payments to shipping agents and for insurance fees shall be made directly by the Contractor. The District shall make no payments to any firm concerning the shipment, installation, implementation and delivery of Equipment which is not a part of this Contract and for which exact payments are not described. The Contractor shall be responsible for all arrangements for the shipment and receipt of equipment to the District's Site. The Contractor shall provide all properly trained representatives to unpack all items of Equipment and place this Equipment in the proper locations. The Contractor shall also be responsible for removal of all debris and packing materials from the Site resulting from the installation of the equipment. The District shall be named as an additional insured and as the Certificate Holder for all work under this Contract.

7.13 Non-Waiver of Contract Rights. It is the option of any party to this Contract to grant extensions or provide flexibilities to the other party in meeting scheduled tasks or responsibilities defined in the Contract. Under no circumstances, however, shall any parties to this Contract forfeit or cancel any right presented in this Contract by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to this Contract waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Contractor by the District should in no way be interpreted as acceptance of the System(s) or the waiver of performance requirements.

7.14 Patents, Copyrights, and Proprietary Rights Indemnification. The Contractor agrees to indemnify, hold harmless and defend, at its sole cost and expense, the District from any claim or suit brought against the District arising from claims of violation of United States patents or copyrights or claims of misappropriation or misuse of trade secrets resulting from the Contractor or the District use of any equipment, technology, Documentation, and/or data developed in connection with the Services and devices described in this Contract. The District will provide the Contractor with a written notice of any such claim or suit. The District will also assist the Contractor, in all reasonable ways, in the preparation of information helpful to the Contractor in defending the District against this suit.

In the event that the District is required to pay monies, in defending such claims, resulting from the Contractor being uncooperative or unsuccessful in representing the District's interest, or in the event that the District is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, the Contractor agrees to fully reimburse for all monies expended in connection with these matters. The District retains the right to offset against any amounts owed the Contractor any such monies expended by the District in defending itself against such claims.

Should a court order be issued against the District restricting the District's use of any device, and should the Contractor determine not to further appeal the claim issue, at the Contractor's sole option the Contractor shall provide, at the Contractor's sole expense, the following:

A. Purchase for the District the rights to continue using the contested device(s), or

B. Provide substitute devices to the District which are, in the District's sole opinion, of equal or greater quality.

If (A) or (B) are not commercially feasible, the Contractor will refund all monies paid to the Contractor for the device(s) subject to the court action. The Contractor shall also pay to the District all reasonable related losses related to the installation and conversion to the device(s) and for all reasonable expenses related to the new device(s).

7.15 Nondiscrimination By The Contractor Or Agents Of The Contractor. Neither the Contractor nor anyone with whom the Contractor shall contract shall discriminate against any person employed or applying for employment concerning the performance of the Contractor responsibilities under this Contract. This discrimination prohibition shall apply to all matters of initial employment, tenure and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by the Contractor of this Contract.

7.16 Subcontractors. When using any subcontractors not stated in the Contractor's Response to the RFP, the Contractor must obtain written prior approval from the District for activities or duties to take place at the District's Site. In using subcontractors, the Contractor agrees to be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of the Contractor.

7.17 Effect of Regulation. Should any local, state, or national regulatory authority having jurisdiction over the District enter a valid and enforceable order upon the District which has the effect of changing or superseding any term or condition of this Contract, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Contract shall remain in effect, unless the effect of the order is to deprive the District of a material part of its Contract with the Contractor. In the event this order results in depriving the District of materials or raising their costs beyond that defined in this Contract, the District shall have the right to rescind all or part of this Contract (if such a rescission is practical) or to end the Contract term upon thirty (30) days written prior notice to the Contractor. Should this Contract be terminated under such circumstances, the District shall be absolved of all penalties and financial assessments related to cancellation of this Contract.

7.18 Non-Collusion Covenant. The Contractor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Contract. In addition, the Contractor agrees that a duly authorized Contractor representative will sign a non-collusion affidavit, in a form acceptable to the District acknowledging that the Contractor has not received any incentive or special payments, or considerations related to the provision of System(s) and Services described in this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the date first set forth above.

DISTRICT: Forest Hills Public Schools

BY:_____

TITLE:_____

DATE:_____

CONTRACTOR:

BY:_____

TITLE:_____

DATE:_____