

## **New Buffalo Area Schools 2025 E-rate fiber 4 IDF's**

QUOTE #921018992 V1

### **PREPARED FOR**

New Buffalo Area Schools

### **PREPARED BY**

Dan Meyering

December 30, 2024

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**Prepared For:**

**New Buffalo Area Schools**

Pano Arvanitis

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**Prepared by:**

**MOSS**

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**Date Issued:**

**Dec 30, 2024**

**Expires:**

**Jan 27, 2025**

**ERate SPIN #:**

143004924

**Special Contract Ref. #:**

**Solution Summary**

**Provide and install 12 strand SM fiber to 4 IDF's at HS/MS**

Total fiber estimated is 1250 feet (Armored 12 strand plenum rated)

Provide 4 CommScope 1U fiber trays and G2 modules at IDFs and MDF.

All 96 terminations to be fusion type LC.

Test all strands with Fluke DSX-4000.

Certified test results upon completion.

**Note:** Based on using existing racks, please let us know if you have any new rack requirements, we can add to this quote.

Quote Summary	Amount
Single mode fiber to 4 IDF's	\$12,957.89
Total:	<b>\$12,957.89</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

E-Signature Confirmation

**MOSS**

**New Buffalo Area Schools**

Dan Meyering

Signature / Name

12/30/2024

Date

Pano Arvanitis

Signature / Name

Initials

Date

## Purchase Terms and Conditions

New Buffalo Area Schools of , , (hereinafter, CLIENT) and MOSS of 561 Century Ave. SW, Grand Rapids, MI 49503 (hereinafter, MOSS) agree that the following terms and conditions will apply to any orders for the sale of equipment and services to the CLIENT by MOSS.

1. **PRICE.** The pricing in this proposal are firm and not subject to change unless CLIENT delays the acceptance for more than thirty (30) days past the date of this MOSS proposal, in which case this proposal may be modified unless there is written agreement of both parties to extend the initial pricing. Any changes to this proposal will require a change order with adjusted costs.
2. **ACCESS.** CLIENT shall provide timely access to the areas needed for installation and provide the proper operating environment for the equipment and services, as specified by the manufacturer, including proper electrical and telecommunications connections.
3. **TERMS OF PAYMENT.** Invoices will be rendered on the date of shipment of CLIENT'S Equipment to the work site. Ongoing charges will be invoiced monthly based upon job progress and completed work, and final billing shall be invoiced upon the successful completion of MOSS's standard installation tests and CLIENT acceptance. Payment of invoices shall be by cash, check or electronic transfer and shall be due within twenty (20) days of MOSS's invoice date or incur an additional late fee of one and a half percent (1.5 %) per month on the unpaid balance. Credit card payments will only be accepted with a 3% service charge added.
4. **LIMITED WARRANTY** MOSS represents and warrants to CLIENT that the equipment and workmanship will be free from defects which materially affect the performance of the equipment for a period of one year for equipment and ninety days for labor. This warranty does not include defects or failures caused by customer abuse, misuse or negligence, or failures caused by electrical power surges. Moss does not warrant any third-party software for fitness of purpose or vulnerability to intrusion or attack.
5. **LIMITATION OF LIABILITY.** Without limiting the foregoing warranty, MOSS shall not be liable for any damages resulting from the use or inability to use its products or services, interruptions of service, delays in operation or transmissions or any other failure of performance or business function. Further, except in the event of willful misconduct or gross negligence by MOSS, the maximum liability of MOSS and its directors, officers, employees, agents, or suppliers for loss or damage caused by or arising from its performance under this Agreement, regardless of the form of action, whether in contract, tort, strict liability or otherwise, shall be limited to the purchase price of the Equipment.
6. **FORCE MAJEURE.** Neither party shall be liable for delays, failure to perform or loss or damage due to force majeure conditions including, but not limited to, fire, explosion, power blackout, earthquake, volcanic action, flood, war, government requirement, acts of God or other similar causes beyond its reasonable control. Any party so delayed in its performance shall immediately notify the other and mutually agree to reschedule the remainder of the project.
7. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. MOSS shall have all rights and remedies specified herein in addition to those specified in the Uniform Commercial Code as adopted in the State of Michigan. All such rights and remedies are cumulative. MOSS shall be reimbursed by CLIENT for all costs and expenses paid or incurred in enforcing its rights hereunder, including, without limitation, reasonable attorneys' fees and costs.
8. **ASSIGNMENT.** MOSS may subcontract for the performance of any of its obligations under this Agreement and this Agreement is not assignable by either party except with the prior written consent of the other party
9. **ACKNOWLEDGEMENT.** CLIENT acknowledges that it has read this Agreement, understands it, that the person signing on its behalf is authorized to sign on its behalf, and agrees to be bound by its terms and conditions. CLIENT further agrees that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all Agreements or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.