

Quote & Purchase Approval

QPA Number bkf-03013019-02

Date

March 13, 2019

Prepared for:

2019-2020 E-Rate Cordova City Consortium 675 Second St Cordova, AK 99574 CCC2019@adsadsi.com

Prepared by:

Bryce Coryell GCI Business -- Education 2550 Denali St 15th Floor Anchorage, AK 99503 907.230.8062 bcoryell@gci.com

No.	Manufacturer Part #	Description	Qty	ι	Init Price	Total Price
1	MR33-HW	CISCO MERAKI MR33 CLOUD MANAGEDWRLS APPro	19	\$	235.59	\$ 4,476.21
2	MR42-HW	CISCO MERAKI MR42 CLOUD MANAGEDWRLS APPro	20	\$	398.93	\$ 7,978.60
3	LIC-ENT-5YR	CISCO MERAKI 5YR ENTERPRISE SVCS LICS AND SUPP	39	\$	145.00	\$ 5,655.00
4	MS120-8FP-HW	CISCO MERAKI MS120-8FP 1G L2 PERP CLOUD MNGE	14	\$	434.44	\$ 6,082.16
5	LIC-MS120-8FP-5YR	CISCO MERAKI MS120-8FP ENT LICS AND 5YRProduct	14	\$	62.83	\$ 879.62
6	MS250-24P-HW	CISCO MERAKI MS250-24P L3 STCK PERP CLD-MNGD	4	\$	2,449.89	\$ 9,799.56
7	LIC-MS250-24P-5YR	CISCO MERAKI MS250-24P ENTERPRISE LICS 5YRProd	4	\$	356.06	\$ 1,424.24
8	MS225-48FP-HW	CISCO MERAKI MS225-48FP L2 STCKWRLS CLD-MNGI	6	\$	2,935.33	\$ 17,611.98
9	LIC-MS225-48FP-5YR	CISCO MERAKI MS225-48FP ENTERPRISE LICS 5YRPro	6	\$	425.33	\$ 2,551.98
10	MA-SFP-1GB-SX-A	Generic Cisco Compatible SFP SX	48	\$	22.22	\$ 1,066.56
					Subtotal:	\$ 57,525.91
F	Freight					\$ 1,000.00
					Total:	\$ 58,525.91
This Quote & Purchase Approval Expires on:		April 12, 2019				Rev O

Rev

The Customer has read this Agreement, understands, and accept the terms below. Once signed this Quote becomes the Purchase Approval. The below signed represents and warrants that he or she has authority to enter into and execute this Quote & Purchase Approval on behalf of the Customer for whom he or she is signing.

Customer Signature:	 	
Customer PO Number:	 	
Nato:		

This Quote & Purchase Approval does not include shipping or insurance which will be billed at cost.

- 1) All shipping costs shall be borne by Customer. GCI shall ship Products and/or Equipment to a Customer-specified location. The charges by GCI under this QPA do not include taxes or duties. If GCI is required to pay or collect any federal, state, local, value added, or any other similar taxes or duties based on the goods and Services provided or sales of Hardware or Software under this QPA, then such taxes and/or duties shall be invoiced to and paid by Customer; this shall not apply to taxes based on GCI income.
- 2) Returns of Equipment, hardware, software and other Products purchased for Customer will be determined on a case by case basis with GCI having the final determination in its sole discretion. If returns are accepted, they may be subject to a 20% return fee plus shipping costs (if applicable), handling and restocking costs as well as being subject to the manufacture's or distributer's return policies. Most Products, once opened, are no longer returnable to the manufacturer. Defective products may potentially be returned according to each manufacturer's warranty policies.
- 3) The products sold hereunder (Product) may be subject to an end user license agreement. Customer agrees to follow all the terms of any end user license agreement provided to Customer by GCI or the manufacturer of the Product. Customer agrees to indemnify and hold harmless GCI from any third party claims for liability, loss, or costs arising out of Customer's misuse of a Product or failure to adhere to the terms of any end user license agreement associated with a Product. GCI provides no independent license with respect to such Product.
- 4) GCI will upon request provide a copy of any Product warranty provided by the Manufacturer of a Product. Customer agrees to look exclusively to the Manufacturer for any warranty claims. GCI MAKES NO INDEPENDENT WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EITHER TO CUSTOMER OR TO THIRD PARTIES, FOR ANY PRODUCTS (HARDWARE OR SOFTWARE) PROVIDED TO CUSTOMER UNDER THIS PA.
- 5) GCI SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY DAMAGES OR LOSS CAUSED BY THE USE OF ANY PRODUCT PROVIDED UNDER THIS PA. WITHOUT LIMITING THE FOREGOING, GCI SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, OR LOST DATA WHETER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, OR FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMERS'S USE OF (OR INABILITY TO USE) OR A THIRD PARTY'S UNAUTHORIZED USE OF SUCH PRODUCTS (HARDWARE OR SOFTWARE), EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KIND, REGARDLESS OF WHETHER CUSTOMER OR ITS SUPPLIERS, AGENTS OR END USERS HAVE BEEN ADVISED OF SUCH POSSIBILITY.

- 6) This QPA shall be construed in accordance with the internal laws of the State of Alaska (irrespective of its choice of law principles). All claims and disputes arising under or relating to this PA are to be settled by binding arbitration in the state of Alaska or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association.
- 7) This QPA, as well as the related GCI invoices arising thereunder, constitute the complete and exclusive statement of the parties' agreement about the Product(s) to be purchased and supersede all prior communications relating to the subject matter of the QPA. The terms of any current or future Customer Purchase Order or other document are hereby rejected and shall not apply. This QPA can be modified only in writing signed by an authorized signatory of each of the parties.
- 8) Customers may be required to complete a Credit History Authorization form (approval granted within 24 hours). Customers who have purchased from GCI in the past or who have current GCI service may be exempt from this requirement.