

**Business Communications, Inc.**

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Metairie, LA 70001
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Fax: 504-835-6564
<http://www.bcianswers.com>

QUOTE

Quote #	BCIQ50638
Date	01/17/13
Sales Rep.	jdee

Quote To:

Washington Parish School Board
Jimmy Thigpen
800 Main St
Franklinton, LA 70438
USA

Ship To:

Washington Parish School Board
Jimmy Thigpen
800 Main St
Franklinton, LA 70438
USA

Price Effective for RFP 2013-14 Per Erate Guidelines

Qty	Part #	Description	Unit Price	Ext. Price
All hardware and software maintenance has been priced for one year of coverage if not already included in the ERATE bundles. BCI/Cisco are providing the E-Rate Services Bundle for no additional charge that includes 1 year of Cisco Base (IOS Update, Bug fixes, TAC Access, etc.) and 3 years Hardware Replacement for all e-rate eligible equipment listed in this RFP.				
19	WS-C2960S-24TS-L	Catalyst 2960S 24 GigE 4 x SFP LAN Base	\$1,737.10	\$33,004.90
19	CAB-16AWG-AC	AC Power cord 16AWG	\$0.00	\$0.00
19	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	\$17.40	\$330.60
19	PWR-CLIP	Power retainer clip for compact switches	\$0.00	\$0.00
50	WS-C2960S-48TS-L	Catalyst 2960S 48 GigE 4 x SFP LAN Base	\$2,897.10	\$144,855.00
50	CAB-16AWG-AC	AC Power cord 16AWG	\$0.00	\$0.00
48	AIR-AP1131G-A-K9	802.11g Integrated Auto AP; Int Antennas; FCC Cnfg	\$289.42	\$13,892.16
48	S113W7K9-12421JY	Cisco 1130 Series IOS WIRELESS LAN	\$0.00	\$0.00
48	AIR-PWR-B	PwrSply:100-240VAC48VDC:AP113011401240126013003500	\$0.00	\$0.00
48	AIR-PWR-CORD-NA	AIR Line Cord North America	\$0.00	\$0.00
48	AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	\$0.00	\$0.00
138	GLC-SX-MMD=	1000BASE-SX SFP transceiver module MMF 850nm DOM	\$290.00	\$40,020.00
			SubTotal	\$232,102.66
			Sales Tax	\$0.00
			Shipping	\$0.00
			Total	\$232,102.66

Charlotte Raver

BCI Representative



**Business Communications, Inc.
General Customer Agreement**

This Agreement is made between _____, having its principal place of business at _____, (hereinafter referred to as "Customer") and Business Communications, Inc., a Mississippi corporation having its principal place of business at 442 Highland Colony Parkway, Ridgeland, MS 39157 (hereinafter referred to as "BCI"). WHEREAS, the parties hereto desire that this Agreement outline the terms and conditions of the agreement by and between the parties relating to services and products provided by BCI to Customer from time to time.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. **Services.** The services provided during the term of this Agreement and covered by the Agreement shall be those services requested by Customer from time to time and approved by both parties. The actual performance of services and delivery of goods by BCI hereunder shall be stated in the related Scope of Work or other sales document approved by both parties.
2. **Rates.** Rates for services provided hereunder by BCI shall be provided at the hourly rates as published by BCI. Rates for services vary by area of expertise and are subject to change.
3. **Invoicing.** Services and products provided to Customer by BCI hereunder shall be invoiced, at BCI's option, either upon delivery of such product and/or service, or at a regular interval, which interval shall be no more frequent than weekly. Invoices are payable within 30 business days of Customer's receipt unless otherwise agreed to by the parties in writing. Past due balances may accrue finance charges at the rate of 1% per month and will be reflected on Customer's monthly statement. BCI reserves the right to delay or suspend the provision of products and/or services to Customer in the event that Customer has a past due balance with BCI. Customer acknowledges and agrees that Customer's obligation to pay BCI for products and/or services provided to Customer by BCI pursuant to this Agreement constitutes an independent duty upon Customer, and that Customer has and shall have no right of set-off against any amounts owed to BCI. Different terms for frequency of billing and payment may be set forth in a scope of work document.
4. **Taxes, Finance Charges and Collection Costs.** Customer shall reimburse BCI for actual out-of-pocket expenses incurred by BCI during the performance of services as described hereunder; provided that such expenses were pre-approved by Customer in writing and BCI submits any written records of such expenses as reasonably requested by Customer. Reimbursement shall be accomplished by BCI submitting an invoice to Customer. The invoice is due and payable under the same terms stated in the preceding paragraph. Customer agrees to pay all applicable sales and other taxes, duties, permits or similar costs associated with the provision by BCI of products and/or services to Customer hereunder. If Customer contends that it is a tax-exempt organization under applicable law, all necessary certificates and documentation evidencing same shall be provided by Customer to BCI at the time of execution of this Agreement. Customer agrees to make payments per this Agreement and if Customer fails to do so, Customer agrees to pay all costs of collection including attorneys fees, pre and post judgment interest at the rate of 1% per month or the maximum rate permitted by applicable law, whichever is greater, and all other additional costs of collection whatsoever, incurred by BCI.
5. **Warranty Disclaimer and Limitation of Liability.** BCI MAKES AND CUSTOMER RECEIVES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY PRODUCTS, INCLUDING ANY HARDWARE OR SOFTWARE, PROVIDED TO CUSTOMER BY BCI PURSUANT TO THIS AGREEMENT OR OTHERWISE, OR ANY SERVICES RENDERED TO OR FOR CUSTOMER PURSUANT TO THIS AGREEMENT OR OTHERWISE, AND SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. EXCEPT THAT BCI, FOR A 30 DAY PERIOD IMMEDIATELY FOLLOWING ACCEPTANCE OF CUSTOM SOFTWARE, WARRANTS ANY CUSTOM SOFTWARE DEVELOPED BY BCI AND PROVIDED BY BCI TO CUSTOMER UNDER THIS AGREEMENT. IN NO EVENT SHALL BCI BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS, INCLUDING, BUT NOT LIMITED TO ANY LOSS OF DATA OR SOFTWARE, CORRUPTION OF DATA OR SOFTWARE, LOSS OF USE OF EQUIPMENT, OR LOST BUSINESS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF BCI HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. ADDITIONALLY, IN NO EVENT SHALL BCI BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF BCI IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT WHICH MAY BE BEYOND OUR REASONABLE CONTROL, OR ANY FAILURE OF ANY PRODUCT PROVIDED OR SOLD IN CONNECTION WITH THE SERVICES OR OTHERWISE. BCI'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO BCI HEREUNDER OR IN CONNECTION HERewith BY CUSTOMER.
6. **Responsibility of customer to back up data.** IT IS HEREBY AGREED THAT BCI WILL NOT BE LIABLE FOR ANY LOST OR CORRUPTED DATA OR SOFTWARE. THE CUSTOMER EXPRESSLY AGREES THAT IT IS THE OBLIGATION OF THE CUSTOMER TO MAINTAIN BACK UP COPIES OF CUSTOMER'S DATA AND SOFTWARE IN THE EVENT THAT DATA FILES, DATA BASES, AND/OR SOFTWARE ARE LOST OR DESTROYED.
7. **Third-Party Vendors.** The providing or transfer of any computer software by BCI to Customer in connection with this Agreement shall only be on a non-exclusive license basis, and, in any event, in accordance with the provisions of the license agreement of the applicable third party vendor and not BCI. In the event there are any defects in software provided by any third party vendor to BCI which delays or in anywise affects the ability of BCI to provide services pursuant hereto, or otherwise causes any detrimental consequence, Customer acknowledges and agrees any remedy that it may have shall be solely against the third party software vendor and not BCI.
8. **Ownership of Software.** Customer hereby acknowledges and agrees that ownership, licensing and warranties issues relating to any software purchased from BCI or for which BCI provides services of any type is governed by the license for that particular software manufacturer. Unless specified otherwise, any customizations performed by BCI are the property of Customer.
9. **Ownership of Workpapers.** Customer hereby acknowledges and agrees that all notes, procedures, design documents, copies of communications, and other workpapers generated by or obtained by BCI during the course of BCI providing services to Customer, unless created at the request of the Customer, are the property of BCI. Customer may, however, have a copy of procedures written by BCI on behalf of the Customer in electronic form or in hard copy. BCI hereby acknowledges and agrees that any proprietary property of Customer provided by Customer to BCI in conjunction with the services to be performed under this Agreement shall remain the property of Customer.
10. **Term.** This Agreement shall be in effect upon the execution of this Agreement by both parties, unless terminated or cancelled as provided herein.
11. **Termination.** Either party may terminate this Agreement effective upon ten days prior written notice thereof to the other party. All outstanding balances and all charges for hardware and software (including work-in-process) and for professional services ordered by BCI for Customer or delivered by BCI to Customer up to the date of termination shall be due and payable by Customer to BCI upon termination.
12. **Confidentiality.** (a) As used herein, "Discloser" refers to the party disclosing Confidential Information, and "Recipient" refers to the party receiving, obtaining or for who which BCI provides Confidential Information. As used herein, "Confidential Information" refers to any and all data and information and materials (i) of which Recipient becomes aware as a consequence of, or through this Agreement; and (ii) which is not generally known by Discloser's competitors. Confidential Information shall not include any data or information which (i) has been approved for release by a written authorization by Discloser; (ii) has become generally known to the public through no wrongful act of Recipient; (iii) Recipient can establish was known to it without restriction on use and disclosure prior to the date of disclosure to Recipient by Discloser; (iv) is disclosed to Recipient without restriction by a third party having the right to know and disclose same; or (v) is independently developed by Recipient without the use of, or

resort to, Confidential Information received from Discloser. Confidential Information includes, without limitation, data and information and materials related to the following, whether as now existing or as proposed: Work product relating to this Agreement, any deliverables, including any products or services, delivered by one party to the other hereunder, the relevant party's financial affairs, systems of operation, processes, services, products, operational techniques, databases, contracts with third parties, business methods, business plans, customers, customer lists, customer files, suppliers, compensation of employees and others, accounting, purchasing, marketing, sales, research, development, inventions and manufacture.

Recipient agrees it (i) will hold all Confidential Information received at any time from Discloser in trust and in strictest confidence; (ii) will protect such Confidential Information from disclosure except such disclosure as is necessary for and in furtherance of performing pursuant to this Agreement; and (iii) will not disclose or use and will cause its officers, directors, employees, representatives, agents, and advisers not to disclose or use any such Confidential Information other than to or for the benefit of Discloser in connection with Recipient's obligations and responsibilities under this Agreement. Recipient may disclose Confidential Information to the extent required by law; provided, however, Recipient must give Discloser notice prior to disclosure, if possible, and allow Discloser to make a reasonable effort to obtain a protective order. Recipient further agrees that at the time of termination/cancellation of this Agreement, Recipient shall promptly return to Discloser all documents and items containing Confidential Information.

The obligations set forth herein shall remain in effect during the term of this Agreement and after the date of termination/cancellation of this Agreement regardless of how terminated/cancelled.

Recipient agrees that any disclosure of Confidential Information in violation of the provisions of this agreement cause irreparable harm to Discloser and, in the event of a breach of such provisions. Discloser shall, in addition to all other remedies available to it at law, in equity or otherwise under this Agreement, have the right to obtain injunctive relief to prevent or end such breach without the requirement to post bond or other surety.

13. Employees. Customer agrees that the staff and employees of BCI have been provided with highly technical training and that BCI would suffer significant harm if Customer or any affiliate of Customer were to employ any such staff member or employee during the pendency of this Agreement and for one (1) year thereafter. Customer specifically agrees that in the event that Customer or any affiliate of Customer employs any such staff member or employee of BCI during the pendency of this Agreement or during the one (1) year period after termination, expiration or cancellation of this Agreement, Customer shall pay to BCI at the time of hiring such member or employee a one time fee of \$15,000. Customer specifically acknowledges and agrees that such sum is a reasonable amount to pay to BCI as necessary for BCI to cover costs associated with BCI's (i) hiring of a new person of relatively equal skill and experience to the person taken by Customer, and (ii) training such new person. At BCI's option, this fee may be waived if a mutually beneficial agreement is made between both parties prior to the hiring of BCI staff.

14. Arbitration. In the event that at any time during the term of this Agreement a disagreement, dispute, controversy or claim should arise out of or relating to this Agreement, including performance hereunder, interpretation hereof, or the breach or invalidity hereof, the parties will attempt in good faith to resolve their differences. Any dispute which is not resolved by the parties shall, at either party's option, be referred to the United States Arbitration and Mediation in Jackson, Mississippi or American Arbitration Association in Jackson, Mississippi for binding arbitration in accordance with the then applicable rules of each respective organization. Any judgment on the award from such a proceeding may be entered or confirmed in any court having jurisdiction thereof. The parties expressly agree that any delinquent payments or other past due amounts are not included in this arbitration provision.

15. Independent Contractor. The relationship between the parties is that of an independent contractor for all purposes, and the parties acknowledge and agree that neither shall be involved in the management or operations of the other. Nothing contained herein shall be construed as evidencing a partnership or any other fiduciary relationship between the parties.

16. Miscellaneous.

- (a) **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns.
- (b) **Assignment; Binding Effect.** Either party may assign or transfer its rights and obligations hereunder. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- (c) **Severability.** The provisions of this Agreement are independent of and separable from each other, and no provisions shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part. **Governing Law.** This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Mississippi.
- (d) **Controlling Document.** In the event that BCI renders services pursuant to any purchase order or other written or oral representation, to the extent that any terms and conditions of the purchase order(s) or other written or oral representation(s) are contrary to any provision contained in this Agreement, Customer and BCI hereby agree that the terms of this Agreement shall control.
- (e) **Survival.** Any termination, cancellation or expiration of this Agreement notwithstanding, provisions which are intended to survive and continue shall so survive and continue.
- (f) **Amendment.** This Agreement may only be amended or modified in writing signed by the parties hereto.
- (g) **Waiver.** Neither the failure nor any delay on the part of either party to exercise any right, remedy or power of privilege under this Agreement shall operate as a waiver thereof. Any waiver by a party of a provision in this Agreement must be in writing, signed by the waiving party. Nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege with respect to any other occurrence.
- (h) **Force Majeure.** Except for the obligation of Customer to make payments as described herein, neither party shall be in default if failure to perform any obligation under this Agreement is caused by supervening conditions beyond that party's control, including but not limited to acts of God and civil commotion.

- (i) **Notices.** All notices, requests and demands required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when sent by United States mail, postage prepaid or by nationally recognized overnight carrier, addressed to the party as set forth above. Either party may alter the address to which communications or copies are to be sent by giving notice, provided that notice of a change in address shall be effective only upon receipt of such change of address in conformity with the provisions of this paragraph for giving notice, provided that notice of a change in address shall be effective only upon receipt.