



# Quote

Date	Quote #
5/10/2018	ES16578

**Bill To:** Yonkers Public Schools  
One Larkin Center  
Accounts Payable, 3rd Floor  
Yonkers NY 10701

**Ship To:** Yonkers Public Schools  
One Larkin Center  
Accounts Payable, 3rd Floor  
Yonkers NY 10701

Title	Terms	Rep
Basic Level 12x5 Phone Support 9x5 NBD	Net 30	Sweeney, Jeffrey L

Ln #	Qty	Description	Unit Price	Ext. Price
1	1	4th Year (or later) Assurance Plan: Includes preventative diagnostics, Software Upgrade Protection. Help desk login & priority support. <i>Manuf. Part #: ACAP-4+</i>	\$91,500.00	\$91,500.00

**NYS Contract # PT63297**

<b>Subtotal</b>	<b>\$91,500.00</b>
Sales Tax	\$0.00
<b>Total</b>	<b>\$91,500.00</b>

## SCOPE OF WORK

ETDX 8700 S2 Post Warranty, 24 Months, Basic Level, 12x5 Phone Support, 9x5 NBD Onsite.

## TERMS & CONDITIONS

**1. REMITTANCES:** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by A+ Technology & Security Solutions, Inc. (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status, Prices are subject to correction for error.

**2. PROPOSALS:** Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after date received.

**3. PROGRESS PAYMENTS:** All equipment either delivered directly to the job site or received at seller's offices for configuration will be billed upon receipt. Seller reserves the right to invoice Customer as the work progresses. Invoices are due upon receipt (or based on approved terms) by Customer. If the Customer becomes overdue in any undisputed progress payment, Seller shall be entitled to suspend work & shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of NY and also to avail itself of any other legal remedies.

**4. (RMA) RETURN MERCHANDISE AUTHORIZATION:**

- Items returned for credit are subject to a 15% restocking fee. Credit return privileges may not apply to certain Third Party Distributed items. A 15% restocking fee applies to those Third Party items that are accepted for return.
- Items returned for credit must be in NEW, UNUSED, RESELLABLE condition and in their original packaging. Items showing any signs of use will not be accepted for return for credit.
- All items returned are subject to inspection and acceptance by A+ Technology & Security Solutions, Inc.
- In the event that a return is refused, the customer will be contacted to arrange for the product return and a \$125.00 test and inspection may be applied.
- Custom fabrication orders and special orders cannot be returned for credit as their purchase is considered final.
- Any Cancellation or suspension ordered by customer is subject to a 15% seller adjustment charge and or 15% of purchased hardware.

**5. CANCELLATION AND SUSPENSION:** Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge of 15% of all previous sent invoices and or 15% of purchased hardware.

**6. TAXES:** The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf of the Customer or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.

**7. LOSS, DAMAGE OR DELAY:** Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. Client has full responsibility for disclosing to A+ any hazards including but not limited to asbestos locations prior to A+ beginning work. A+ is not responsible for damages caused by undisclosed hazards including but not limited to removal or remediation of any hazardous materials in relation to the work being performed. In no event shall seller be liable for any consequential or special damages.

**8. WARRANTY:** Seller warrants that the equipment manufactured and services furnished by it and covered by this proposal are free from defects under normal use and service and equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. This express warranty is in lieu of and excludes all other warranties, guarantees, or representations, express or implied. There are no implied warranties of merchantability or of fitness for a particular purpose. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.

**9. CUSTOMER'S REMEDIES:** The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. In no event shall seller be liable for claims (based upon breach of implied warranty) for any other damages, whether direct, immediate, foreseeable, consequential, or special or for any expenses incurred by reason of the use or misuse of equipment which or does not conform to the terms and conditions of any contract resulting from this proposal.

**10. GOVERNING LAW:** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of NY

**11. ACCEPTANCE OF TERMS:** This proposal shall become a binding contract between the Customer and Seller when accepted in writing or purchase order by the Customer. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.

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**Optional Leasing**

**Total Price:** \$91,500.00  
**36 Month Lease:** \$2,992.05  
**48 Month Lease:** \$2,369.85  
**60 Month Lease:** \$1,985.55  
**72 Month Lease:** \$1,765.95

The Lease Payment price above is only intended to be used as a guideline and/is subject to credit approval. The actual payment is determined at the time of approval and may vary from the above. Please contact your sales associate for further details.

**Remarks**

Work will be scheduled upon the receipt of an authorized signature and purchase agreement. An invoice from A+ Technology & Security Solutions, Inc. will be submitted for 30% of the project upon award for mobilization and equipment purchase. A+ Technology & Security Solutions, Inc. will perform all walkthrough's during normal business hours (8am - 5pm) Monday-Friday. Work requested outside of these days and times will be charged at the then current rates for overtime, premium time and holiday time.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within thirty (30) days of receipt.

Any alteration of deviation from the proposal involving extra cost of material or labor will become an extra charge over the sum stated above.

The proposal will become a binding agreement only after the acceptance by Customer and approved by an authorized employee of A+ Technology & Security Solutions, Inc. as evidence by their signature below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise, or condition on behalf of A+ Technology & Security Solutions, Inc. which is not expressed herein.