



Pricing Proposal
 Quotation #: 15451080
 Created On: Jun-06-2018
 Valid Until: Jun-29-2018

NYS CITY OF YONKERS

Stephen Radziminsky

Phone:
 Fax:
 Email: stephen.radziminsky@YonkersNY.gov

Inside Account Manager

NYSLED

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 1-888-744-4084
 Fax: 732-868-8982
 Email: NYSLED@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Mobile Manager [1-Yr] Lightspeed Systems - Part#: MDM-1 Contract Name: Distributor Based Software and Hardware Contract #: PD67647	2000	\$6.09	\$12,180.00
		Total	\$12,180.00

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Cover Page - Request for Quote

TO BE COMPLETED BY AUTHORIZED USER										
RFQ Title	BOE Lightspeed 2018									
RFQ Number	BOE Lightspeed 2018									
Authorized User Information:	Authorized User Delivery Information									
Name	Name									
Street Address	Street Address									
City, State, Zip Code	City, State, Zip Code									
Special Delivery Instructions:	None									
DESIGNATED CONTACTS										
Name(s)	E-Mail(s)									
Stephen Radziminsky (Principal Buyer) 914-377-6034	stephen.radziminsky@yonkersny.gov									
<p>Authorized User shall indicate if Procurement Lobbying Law/Restricted Period is in effect: <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Executive State agencies and certain other entities are required to comply with Procurement Lobbying Law which requires the inclusion of a Restricted Period in procurements. If an Authorized User is not certain whether or not they are required to include a Restricted Period, please use the below link for additional information resources. Where Procurement Lobbying Law is deemed applicable by the Authorized User, by signing, Contractor affirms that it understands and agrees to comply with the Authorized User's policies and procedures relative to permissible contacts.</i></p> <p style="text-align: center;">Information may be accessed at: Procurement Lobbying: http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html</p>										
KEY EVENTS/ DATES										
<p>The Authorized User named above is seeking competitive Quotes from the Contractors (where applicable) of Information Technology Umbrella Contract – Distributor Based Software and Hardware Contract(s). This RFQ is for Products from the following checked Lot(s) as defined in Award # 22876 – Information Technology Umbrella Contract – Distributor Based Software and Hardware (Statewide):</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Lot 1 – Software <input type="checkbox"/> Lot 2 – Hardware</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Event</th> <th>Date</th> <th>Time</th> </tr> </thead> <tbody> <tr> <td>RFQ Release Date</td> <td>6/4/2018</td> <td>N/A</td> </tr> <tr> <td>Vendor Response Due Date</td> <td>6/5/2018</td> <td>12:00 PM EST</td> </tr> </tbody> </table>		Event	Date	Time	RFQ Release Date	6/4/2018	N/A	Vendor Response Due Date	6/5/2018	12:00 PM EST
Event	Date	Time								
RFQ Release Date	6/4/2018	N/A								
Vendor Response Due Date	6/5/2018	12:00 PM EST								
E-RATE ELIGIBLE: <input type="checkbox"/> Yes (E-Rate Discounts are Required) <input type="checkbox"/> No										
ATTACHMENTS • Attachment 1 - Financial (RFQ Financial Response (Excel))										

The Authorized User will not be held liable for any cost incurred by the Contractor for work performed in the preparation of a response to this RFQ or for any work performed prior to the formal execution of an Authorized User Agreement. Responses to the RFQ must be received by the deadline specified above. Contractors assume all risks for timely, properly submitted deliveries. A Contractor is strongly encouraged to arrange for delivery of RFQ responses prior to the date of the RFQ opening. LATE RFQ responses may be rejected. The received time of a RFQ response will be determined by the Authorized User.

All purchases resulting from this RFQ shall be in accordance with terms and conditions of the OGS Information Technology Umbrella Contract – Distributor Based Software and Hardware Contract(s) and any additional terms and conditions set forth in this RFQ and its Attachments.

The Authorized User reserves the right to require the Contractor to supply a copy of the quote the Contractor received from the Manufacturer for any Products included in this RFQ.

A. SCOPE/MANDATORY REQUIREMENTS

This RFQ is being distributed to all Contractors to acquire the following:

[DESCRIBE NEED]

B. AUTHORIZED USER TERMS AND CONDITIONS

[DESCRIBE AUTHORIZED USER TERMS AND CONDITIONS]

C. AUTHORIZED USER INFORMAL DISPUTE RESOLUTION PROCESS

Should a protest be submitted by a Contractor regarding this RFQ, the protest will be considered and decided by the Authorized User.

[THE LANGUAGE BELOW IS AN EXAMPLE OF LANGUAGE THAT COULD BE USED IF AN AUTHORIZED USER DOES NOT HAVE A DISPUTE RESOLUTION POLICY]

1.1 Disputes or Controversies Occurring During the Term of the Authorized User Agreement.

In the event there is a dispute or controversy during the term of the Authorized User Agreement resulting from this RFQ, the Contractor and Authorized User agree to exercise their best efforts to resolve the dispute as soon as possible. The Contractor and Authorized User shall, without delay, continue to perform their respective obligations under the resulting Authorized User Agreement and this Centralized Contract which are not affected by the dispute. Primary responsibility for resolving any dispute arising under the Authorized User Agreement shall rest with the persons designated by the Authorized User and the Contract's Contract Administrator and/or Account Manager.

In the event the Authorized User is dissatisfied with the Contractor's Products provided under the Authorized User Agreement, the Authorized User shall notify the Contractor in writing pursuant to the terms of the Contract. In the event the Contractor has any disputes with the Authorized User, the Contractor shall so notify the Authorized User in writing. If either party notifies the other of such dispute or controversy, the other party shall then make good faith efforts to solve the problem or settle the dispute amicably, including meeting with the party's representatives to attempt diligently to reach a satisfactory result.

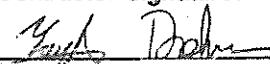
If negotiation between such persons fails to resolve any such dispute to the satisfaction of the parties within fourteen (14) business days or as otherwise agreed to by the Contractor and Authorized User, of such notice, then the matter shall be submitted to the persons designated by the Authorized User and the Contractor's senior officer of the rank of Vice President or higher as its representative. Such representatives shall meet in person and shall attempt in good faith to resolve the dispute within the next fourteen (14) business days or as otherwise agreed to by the parties. This meeting must be held before either party may seek any other method of dispute resolution, including judicial or governmental resolutions. Notwithstanding the foregoing, nothing in this section shall be construed to prevent either party from seeking and obtaining temporary equitable remedies, including injunctive relief.

The Contractor shall extend the dispute resolution period for so long as the Authorized User continues to make reasonable efforts to cure the breach, except with respect to disputes about the breach of payment of fees or infringement of its or its licensors' intellectual property rights.

Contractor Information

This Page is to be Completed By the Contractor Responding to the RFQ

The RFQ Response must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this RFQ (including any Questions/Answers or addenda), the OGS Centralized Contract and that all information provided is complete, true and accurate.

Contract # PD67647	Contractor Name SHI International Corp.		
Contractor Signature: 	Date: 6/5/2018	Phone Number:	E-Mail: NYSLED@shi.com
Printed or Typed Name: Taylor Dickson	Title: Sales Operations Manager		
<p>If you are not providing a RFQ Response, place an "x" in the box, please explain why you are not responding, and return this page only.</p> <p><input type="checkbox"/> WE ARE UNABLE TO RESPOND AT THIS TIME BECAUSE:</p>			

After fully completing the information above, please submit this page via e-mail with Attachment 1 Financial (RFQ Financial Response (Excel)) to the Authorized User indicated on the Cover Page. Authorized User reserves the right to request the original executed page of this RFQ.

Financial Template

RFQ Number BOE Lightspeed 2018	Authorized User Name City of Yonkers Board of Education	Contract Number PD67647	Contractor Name SHI International	Date Completed 6/6/2018
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Please See Request for Quotes for all Authorized User requirements.

Lot this RFQ Applies to: Lot 1 Software Lot 2 Hardware

Instructions for When SKU's Have Been Identified by Authorized User
 Authorized User will complete RFQ Number, Authorized User Name, Lot Number, Product Description, Manufacturer Part Number (SKU), and Qty.
 Contractor will complete Contract Number, Contractor Name, Date Completed, Product Cost to Contractor, Contractor's Not-to-Exceed Cost-Plus/Cost-Minus Percentage and Actual Cost-Plus/Cost-Minus Percentage

Instructions for When Authorized User Requires Contractor to Provide Suggested SKU's
 Authorized User will complete RFQ Number and Authorized User Name.
 Contractor will complete Contract Number, Contractor Name, Date Completed, Lot Number, Product Description, Manufacturer Part Number (SKU), Qty, Product Cost to Contractor, Contractor's Not-to-Exceed Cost-Plus/Cost-Minus Percentage and Actual Cost-Plus/Cost-Minus Percentage to meet a defined need as detailed in the Authorized User Request for Quote.

RFQ Item Number	Lot Number	Product Description	Manufacturer Part Number (SKU)	Qty	Product Cost to Contractor	Contractor's Not-to-Exceed Cost-Plus/Cost-Minus Percentage	Actual Cost-Plus/Cost-Minus Percentage	RFQ Product Price	Extended RFQ Price
1		Mobile Manager [1-Yr]	MDM-1	2000	\$6.0000		1.500000%	\$6.090000	\$12,180.00
2									
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RFQ Number	Authorized User Name	Contract Number	Contractor Name	Date Completed
BOE Lightspeed 2018	City of Yonkers Board of Education	PD67647	SHI International	6/6/2018
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After fully completing the information above, Contractor will submit this RFQ Financial Response via e-mail with RFQ "Contractor Information" to the Authorized User.

Additional contract information, including Cost-Plus and Cost-Minus percentages for all Contractors, is available at the following web link:
<http://ogs.ny.gov/purchase/snt/awardnotes/7360022876can.HTM>



BUREAU OF PURCHASING, ONE LARKIN CENTER, 3RD FLOOR, YONKERS, NY 10701

REQUEST FOR QUOTATION - This is Not an Order

DATE: June 4, 2018

REF. NO. BOE Lightspeed

City

City to enter

Attention Vendor: Quote on this form for the articles described below. NOTE: SUBSTITUTIONS ARE NOT ALLOWED.

INSIDE DELIVERY TO: Yonkers, NY 10710

City to enter complete street address, including floor and room number

All price quotes must be firm, i.e., no price adjustments are allowed. All quotes are deemed F.O.B. DESTINATION. QUOTED PRICES SHALL INCLUDE ALL COSTS INCIDENTAL TO PROVIDING THE GOODS SPECIFIED, INCLUDING FREIGHT, PACKAGING, MATERIALS, LABOR, FEES, OVERHEAD, AND PROFIT. Payment terms are Net 30 Days unless a discount is offered for prompt payment. NOTE: The New York State Tax Law exempts the City of Yonkers from the payment of sales and use taxes on all purchases – tax exemption numbers are not issued to governmental entities. The Tax Law states that vendors are not required to collect tax when they are presented with the City's official Purchase Order or Contract document.

VENDOR TO COMPLETE THE FOLLOWING:

(Please print or type) Telephone No: 1-888-744-4084 Fax No: 732-868-8982

Company Name SHI International Corp. Federal ID # 22-3009648

Address 290 Davidson Ave. Somerset, NJ 08873

Name of person quoting Alison Nowak E-Mail: NYSLED@shi.com

Title Inside Account Manager

Signature _____ Quote Date _____

Is this firm a New York State Certified Minority or Women Owned Business Enterprise? MBE, WBE,

Delivery Required	Quote Not Later Than	Payment Terms	F. O. B.
ASAP	6/5/2018 @ 12:00 PM		DESTINATION

City to enter

City to enter

Vendor to enter

CERTIFICATION OF NON-COLLUSION: Vendor warrants under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. **GOVERNING LAW:** The resultant contract shall be construed in accordance with the laws of the State of New York.

item	qty	u/m	Description	Vendor to enter	
				unit price	total
1	2000	Each	Lightspeed Mobile Manager P/N MDM-R-1 MDM-1	6.09	12180.00
			Renewal Period August 1, 2018-July 31, 2019		
			PER NY STATE CONTRACT		
			TOTAL		12180.00

RETURN QUOTATION VIA EMAIL TO: stephen.radzimirsky@yonkersny.gov