

# Cover Page - Request for Quote

<b>TO BE COMPLETED BY AUTHORIZED USER</b>											
<b>RFQ Title</b> Symantec YPS Renewal	<b>RFQ Number</b> YPS 2019-2110										
<b>Authorized User Information:</b> City of Yonkers Dept. Information Technology 87 Nepperhan Avenue Yonkers, NY 10701	<b>Authorized User Delivery Information</b> <b>Authorized User Information:</b> City of Yonkers Dept. Information Technology 87 Nepperhan Avenue Yonkers, NY 10701										
<b>Special Delivery Instructions:</b> None											
<b>DESIGNATED CONTACTS</b>											
<b>Name(s)</b>	<b>E-Mail(s)</b>										
<b>Stephen Radziminsky (Principal Buyer)</b>	Stephen.radziminsky@yonkersny.gov										
<p><b>Authorized User shall indicate if Procurement Lobbying Law/Restricted Period is in effect:</b> <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;"><i>Information may be accessed at: Procurement Lobbying:  <a href="http://www.ogs.ny.gov/aboutOqs/regulations/defaultAdvisoryCouncil.html">http://www.ogs.ny.gov/aboutOqs/regulations/defaultAdvisoryCouncil.html</a></i></p>											
<b>KEY EVENTS/ DATES</b>											
<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="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Event</th> <th style="width: 30%;">Date</th> <th style="width: 40%;">Time</th> </tr> </thead> <tbody> <tr> <td>RFQ Release Date</td> <td style="text-align: center;">6/20/2019</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>Vendor Response Due Date</td> <td style="text-align: center;">6/21/2019</td> <td style="text-align: center;">1:00 PM EST</td> </tr> </tbody> </table>			Event	Date	Time	RFQ Release Date	6/20/2019	N/A	Vendor Response Due Date	6/21/2019	1:00 PM EST
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RFQ Release Date	6/20/2019	N/A									
Vendor Response Due Date	6/21/2019	1:00 PM EST									
<b>E-RATE ELIGIBLE:</b> <input type="checkbox"/> Yes (E-Rate Discounts are Required) <input checked="" type="checkbox"/> No											
<b>ATTACHMENTS</b> • 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

<b>This Page is to be Completed By the Contractor Responding to the RFQ</b>			
<p><i>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.</i></p>			
<b>Contract #</b>	PD67646	<b>Contractor Name</b>	PCMG, Inc.
<b>Contractor Signature:</b>	<i>[Signature]</i>	<b>Date:</b>	6/20/2019
		<b>Phone Number:</b>	866-310-0193
		<b>E-Mail:</b>	marvin.mamitag@pcmg.com
<b>Printed or Typed Name:</b>	MARVIN MAMITAG	<b>Title:</b>	Account Manager
<p><i>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.</i></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 YPS Symantec 2019-2010	Authorized User Name Stephen Radzimisky	Contract Number PD67646	Contractor Name PCMG, Inc.	Date Completed 6/20/2019
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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	Lot 1	Acad Promo 12 Month SYMED Secure Multuser per FTE Multi BD Essen	GSS-EXT-1K-2500-FTE-1Y	2,000	\$4,4000	4.00%	1.0000000%	\$4,444000	\$8,888.00
2	Lot 1	Protection Suite Enterprise Edition, Renewal Subscription License with Support, 1,000-2,499 FTEs 1 YR Period: 8/8/2019-8/7/2020	SPS-EE-EXT-1K-2500-FTE-1Y	2000	\$12,6400	4.00%	1.0000000%	\$12,766400	\$25,532.80
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RFQ Number	Authorized User Name	Contract Number	Contractor Name	Date Completed
YPS Symantec 2019-2010	Stephen Radziminsky	PD67646	PCMG, Inc.	6/20/2019
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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>