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PURCHASE ORDER
El Monte Union High School District
 3537 Johnson Ave, El Monte, CA 91731
 Phone: (626) 444-9005 Fax: (626) 448-8419
 Email: accounts.payable@emuhsd.org

PURCHASE ORDER NO. 2101144 Show this number on invoices, packages and correspondence.
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Vendor# 112045

Page 1 of 1

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TECH TO SCHOOL MYSERVICE SOLUTIONS, INC 1530 MONTAGUE EXPRESSWAY SAN JOSE, CA 95131 Phone: (408) 217-6055 Fax: (877) 719-6480

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El Monte Union High School District District Warehouse 1003 Durfee Ave South El Monte, CA 91733 For: Special Education EMUHSD Special Education Department
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PO Date: 09/25/2020 **Requested Delivery:**09/18/2020 **Requested By:** Alma Sanchez

QTY ORD'D	UNIT OF ISSUE	ITM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1			ME276LL/A (10-Pack) Ipad mini 2, 16 GB (Wi-Fi Only)	1,390.00	1,390.00
5			MGKL2LL/A iPad Air 2, 64 GB (Wi-Fi)	289.00	1,445.00
15			Warranty+ for iPad 2-year. Includes accidental damage coverage. See terms and conditions for details.	49.00	735.00
1			AL Quote MTS97053 Device and software provided for use in the 2020-2021 school year by student S. C. ID #216651		

PURCHASING DEPT
 SEP 28 2020
FAXED/EMAILED

Vendor Instructions:

1. Invoice must be presented in triplicate.
2. Invoice must be itemized showing separate items and price of each.
3. Please deliver after July 1, 2020 and before June 30, 2021 otherwise contract is void.
4. All vendors/manufacturers representatives must send manufacturers safety data sheet (OSHA Form 20 or equivalent) with invoice when applicable.
5. Purchase order number must appear on all packing slips and invoices.

SUB TOTAL	\$	3,570.00
SALES TAX	\$	283.50
SHIPPING	\$	0.00
TOTAL	\$	3,853.50

El Monte Union High School District
 Approved By:



 Director of Purchasing

VENDOR COPY

Purchase Order Terms and Conditions

1. **Terms and Conditions:** Seller's standards and conditions of sale, whether received by Buyer before or after to the date hereof, are not part of this Purchase Order and will not be considered an indication of exception to the terms and conditions hereof..
2. **Acceptance:** Commencement of performance pursuant to this Purchase Order constitutes acceptance hereof by Seller. If delivery date cannot be met, Seller shall inform the buyer in writing not later than three (3) days ARO of the Sellers best possible delivery date.
3. **Time of Delivery:** Time of delivery of the goods or materials supplied pursuant to this Purchase Order is of the essence. Buyer's schedules are based upon delivery to the Buyer by the date specified on the face of the Purchase Order. If deliveries are not made at the time agreed upon, the buyer reserves the right to cancel or to purchase the material elsewhere. Exercise of such right of cancellation shall not be deemed a waiver of any right reserved to the Buyer herein, or by law, for any delay or failure to deliver as specified.
4. **Price/Payments:** Seller's price is fixed and firm for the delivery quantity and period indicated and shall not be higher than the price shown on the face of the Purchase Order.
5. **Quantities:** Shipment must be the exact amounts shown on the Purchase Order unless otherwise agreed to by the Buyer, in writing.
6. **Seller's Warranty:** Seller warrants all products supplied under this Purchase Order to be free from defects in material and /or workmanship and conform strictly to the description, drawings, samples specified or furnished. This warranty shall survive any inspection, delivery acceptance or payment by Buyer for Products, Materials or Service.
7. **Taxes:** Except as may be otherwise provided in this Purchase Order, the contract price includes all applicable state, local and federal taxes in effect on the date of the Purchas Order. In case of new taxes or increased rates or repeal of taxes or other reduction of rates, the Purchase Order price shall be reduced accordingly.
8. **Evidence of Shipment:** Seller shall forward to Buyer, along with the invoice the receipt or the bill of lading signed by the carrier; evidencing the fact that shipment has been made.
9. **Correction Obligation:** The Seller agrees to correct, at all cost, any defective goods or materials rejected by the Buyer.
10. **Defective Goods or Materials:** To the extent observable, Buyer shall have the right to reject all non-conforming goods and material. Seller shall have the obligation to promptly remove all such rejected materials from the Buyers' premises at its cost and expense. Should Seller fail to promptly remove such rejected goods and materials, Buyer shall have the right to do so and shall be reimbursed by Seller for all costs related to the removal of said defective goods and materials.
11. **Default By Seller:** Seller shall be deemed to have committed an act of default, and shall be in default of this Purchase Order, upon the occurrence of the following events: 1) refusal or neglect of Seller in supplying goods or materials of a proper, approved type or quality or which fail to conform the description, plans or specifications, 2) If the Seller is adjudged bankrupt, 3) if the Seller makes arrangements for the benefit of the creditors or files a voluntary petition in bankruptcy or is subject to a receivership,4) if Buyer makes a good faith determination that Seller is insolvent, or 5) if Seller's performance hereunder fails comply with the requirements of this Purchase Order.
12. **Indemnity:** To the fullest extent permitted by Law, the Seller shall defend, indemnify and hold Buyer, and its officers, directors, employees or agents harmless from and against any claims, damages, losses and expenses, including attorneys' fees, resulting from Sellers breach of this Purchase Order or its negligent acts and omissions or the negligent acts or omissions of those for which it is responsible.
13. **Termination for Convenience:** The Buyer may, at its discretion and with written to the Seller, terminate or cancel this Purchase Order and any portion hereof, whereupon Buyer shall only be liable for the amount of goods or materials delivered by the Seller and accepted by the Buyer. Upon such termination, Seller shall have no right to lost profits on the Purchase Order that was terminated or cancelled.
14. **Assignment:** Seller shall not delegate any duties, nor assign any rights or claims under this Purchas Order, or for beach thereof, without prior written consent of the Buyer, and any attempted delegation or assignment she be void. All claims for money due or to become due from Buyer shall be subjected to deduction by the Buyer for any setoff or counter claim arising out of this or any other of the Buyer's Purchase Order with the Seller, whether such setoff or counter claim arose before or after of any such assignment by the Seller.
15. **Changes:** Buyer shall have the right to make, from time to time, in quantity and delivery schedules by written notice to Seller. Seller shall not make any changes, substitutions or replacements without having received prior written acceptance of the change by Buyer.
16. **Royalties:** Seller shall pay for all royalties, licenses, license fee relating to Seller's goods and agrees to defend all suites or claims for infringement of any patent or other intellectual property rights involved with the sale of the goods that are the subject of this Purchase Order and defend, indemnify and hold harmless Buyer from and against any claims, liabilities, loss, cost, expense, including attorneys' fees arising out of or in connection with any such infringement.
17. **Hazard Communication:** As required by Law, a copy of all material data sheets for all products, goods or materials, supplied pursuant to this Purchase Order shall be provided to the Buyer at or prior to the time of delivery of the products, goods or materials to the Project job site or to Buyer.
18. **Risk of Loss:** Unless otherwise provided for expressly in this Purchase Order, the risk of loss of the goods or materials covered by this Purchase Order shall be Seller's responsibility until Buyers acceptance of the goods and materials.
19. **Claim Resolution by Arbitration:** Any claim between Buyer and Seller, shall, at the option of the Buyer, be determined by binding arbitration before pursuant to construction industry Rules of the American Arbitration Association. All pending claims shall be determined by the Arbitrator and judgment may be entered upon the Arbitrator's award in a court of competent jurisdiction Notwithstanding the foregoing, the parties agree to be bound by the dispute resolution procedures set forth in the contract between the Buyer and the Project Owner and hereby stipulate to be joined in any involving the Buyer and the Project Owner which includes claims relating to this Purchase Order
20. **Attorneys' fees:** In the event it shall become necessary for either party to institute legal proceedings, including arbitration, against the other party for recovery of any amount due and owing under this Purchase Order, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all cost, including reasonable attorneys' fees.
21. **Entirety of Agreement:** This Purchase Order represents the entire and integrated agreement between the Buyer and the Seller and supersedes prior negotiations, representations or agreements, either written or oral. If any term or provision of this Purchase Order shall be held to any extent to be invalid or unenforceable, the remaining terms shall remain valid and be enforceable to the fullest extent permitted by Law.
22. **Governing Law:** This Purchase Order and the acceptance thereof shall be a contract made in the State of California and governed by the laws thereof.

Tech to School

1530 Montague Expwy
San Jose, CA 95131

Quote

MTS97053

Prepared for:

Felicitas Lopez
felicitas.lopez@emuhsd.org
Phone:

Prepared by:

Amber Leimbrock
a.leimbrock@techtoschool.com
Phone: 408-217-6055 Fax: 877-719-6480

Bill To:

El Monte Union High School District
3537 Johnson Ave
El Monte, CA 91731

Ship To:

El Monte Union High School District
3537 Johnson Ave
El Monte, CA 91731

SKU	Description	Quantity	Price	Total
ME276LL/A (10-PACK)	iPad mini 2, 16GB (Wi-Fi Only)	1	\$ 1,390.00	\$ 1,390.00
MGKL2LL/A	iPad Air 2, 64GB (Wi-Fi)	5	\$ 289.00	\$ 1,445.00
Tax	CA Sales Tax 10%	1	\$ 283.50	\$ 283.50
Warranty+	Warranty+ for iPad 2-year. Includes accidental damage coverage. See terms and conditions for details.	15	\$ 49.00	\$ 735.00
	AL	1	\$ 0.00	\$ 0.00
			Subtotal	\$ 3,853.50
			Total	\$ 3,853.50