



PURCHASE ORDER

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF PROCUREMENT
42 WEST MADISON STREET, 9TH FLOOR
CHICAGO, ILLINOIS 60603
TELEPHONE: 773-553-2280

Purchase Order Number: **2880017 0**
Creation Date: 09-FEB-2015
Revision Date:

ORDER VENDOR NAME MYSERVICE SOLUTIONS, INC DBA MAC TO SCHOOL
FORM: ADDRESS 3034 SCOTT BLVD.
SANTA CLARA, CA 95054

FOR DELIVERY TO:
Edgar Allan Poe Classical School(29261)
10538 South Langley Avenue
Chicago, IL 60628
Tel. No: 773-535-5525
Requestor: Alvarado, Miss Angelica
Email: AAlvarado@cps.edu

99453

VENDOR NO.

FURNISH THE ARTICLES AND/OR SERVICES LISTED ON THE SHEETS ATTACHED IN CONFORMITY WITH THE CONDITIONS SET FORTH ON THE ATTACHED "INSTRUCTIONS TO VENDOR", AND IN ACCORDANCE WITH YOUR BID PRICES AS RECORDED, AND CHARGE TO THE ACCOUNT OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO.

Line	Description	Need By Date	Quantity	UOM	Unit Price	Amount
1	Your #: Invoice Pending-1 MC309LL/A iMac 21.5" 2.5Ghz 500GB Hard Drive 4GB RAM Ship To: Use the ship-to address at the top of page 1	23-FEB-2015	6	Each	799.00	4,794.00
						\$ 4,794.00

**FOR PAYMENT INQUIRIES PLEASE CONTACT THE DEPARTMENT OF ACCOUNTS PAYABLE AT 773-553-2760.
FOR QUESTIONS ON THIS ORDER, PLEASE CONTACT THE SCHOOL OR DEPARTMENT ORDERING SERVICES.**

BILLING AND SHIPPING INSTRUCTIONS

Send the ORIGINAL INVOICE to Chicago Public Schools, Accounts Payable, P.O. Box 661, Chicago, Illinois 60690-0661. All invoices must be itemized as to quantities and all pertinent data relating to description of items shipped. Each invoice must show the Board of Education purchase order number and point of delivery. Bill only for those materials being shipped. Do not anticipate shipments. Invoices must show itemized transportation charges. Any questions about billing, please call Accounts Payable (773)553-2760. SEE ATTACHED "INSTRUCTIONS TO VENDOR" FOR CONDITIONS OF PURCHASE.

THIS PURCHASE ORDER WILL BE CANCELLED AFTER ONE (1) YEAR OF ISSUANCE, EXCEPT GOVERNMENT FUNDED PURCHASE ORDERS. ALL DELIVERIES AND PAYMENTS MUST BE MADE BEFORE THE PURCHASE ORDER IS CANCELLED.

Instructions to Vendor

This order is subject to the following instructions, terms and conditions.

1. Under no circumstances is the amount of this purchase order to be exceeded without prior approval of the school or originating unit.
2. Our purchase order number must appear on all invoices, delivery memoranda, bills of lading, packages, and correspondence.
3. Address all communications concerning this purchase order to the school or originating unit.
4. Non-construction funded Purchase Orders are generally cancelled after one (1) year after the date of issuance. Grant funded purchase orders have the cancellation date printed in bold letters on the face of the purchase order. All deliveries, invoices, and payments must be made before the purchase order cancels.

Conditions of Purchase

1. **VALIDATION:** A purchase order is valid only when the following conditions have been met.
 - a. A purchase order number appears in the space provided.
2. **Authorization:** The Board of Education will not be responsible for articles delivered and/or services performed without a specific written order.
3. **Articles of Service:** articles to be delivered and/or services performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as recorded on your bid proposal and as itemized on this order. No substitution of articles or change of any nature shall be made without prior written authorization of the school or originating unit. If you cannot fill this order as specified, please notify the school or originating unit.
4. **Price Changes:** The Board of Education accepts your bid prices as recorded on your bid proposal and on this order but reserves the right to cancel the order if the prices are to be increased prior to delivery of articles or the completion of services. Therefore, do not fill this order at increased prices without written authorization from the school or originating unit. No separate charges, except those clearly recorded on your bid proposal and on this order can or will be allowed.
5. **Taxes:** The Board of Education is exempt from the payment of (1) federal excise taxes; (2) transportation taxes; (3) Illinois retailers' occupation taxes; and (4) Illinois use taxes. If it is determined that the prices quoted and recorded on this order or the invoice rendered include any such taxes, the amount of the taxes will be deducted from the total of the invoice. Illinois Department of Revenue tax exemption number E9997-7109-05 Exempt for Chicago Public School use only.
6. **Warranty, Guarantee, and Laws and Regulations:** By accepting this order you hereby in addition to the guarantees and warranties provided by law, expressly guarantee and warranty as follows:
 - a. Warrant that the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles; and that you will bear the cost of inspecting and/or testing articles rejected.
 - b. Guarantee and agree that the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright and that you will, at your own expense, defend any and all actions or suits charging such infringement and will hold the Board of Education, its agents and employees, harmless in case of any such action or suit.
 - c. Warrant that the articles to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable Federal, State, and all local laws and regulations.
 - d. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the Board of Education.
7. **Transportation:** All shipments are to be made "F.O.B. Destination" unless otherwise specified on your bid proposal and on the purchase order. When articles are sold "F.O.B. Point of Origin" and the Board's purchase order so confirms, please prepay shipping charges and record prepaid charges on invoice and attach the original receipted freight bill or express receipt to the invoice. It is understood that title of the merchandise appearing on this order will not pass until the merchandise is received at delivery destination.
8. **Inspection, Rejection, and Excess Shipment:** In addition to other rights provided by law, the Board reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) cancel the order if not filled within the time specified. The Board may return rejected articles or excess shipment on this order, or may hold the articles subject to the vendor's order and at his risk and expense and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping, and other like expense(s).
9. **Delivery to a School Building:** When a delivery is made direct to a school building, (a) such delivery shall be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on school holidays, and (b) such delivery shall be made and articles shall be placed inside the school building. It is important that vendors understand that the Board cannot and will not accept tailgate deliveries at a school entrance.
10. **Prohibition of Delegation of Performance:** Neither party to the agreement shall delegate the performance of any obligation hereunder to any third person without the prior written consent of the other party hereto.
11. **Assignments:** Assignments made of any contract right hereunder, shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party. Assignments shall comply with the requirements set forth herein. The assignee shall file a written notice of the assignment together with a true copy of the instrument of assignment with (a) the Chicago Public Schools, Department of Control, and (b) the surety or sureties upon the bond or bonds, if any, in connection with such contract.
12. **Indemnification:** Contractors shall indemnify, defend, and hold harmless the Board of Education from and against any and all liabilities, losses, penalties, damages, and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to any and all claims, liens, damages, obligations, suits, actions, judgments, settlements, or causes of actions of any kind, nature or character, in connection with or arising out of the acts or omissions of contractor under this solicitation.
13. This contract is not legally binding on the board if entered into violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the lettering of contracts, to former board members during the one-year period following the expiration or other termination of their terms of office.
14. Each party to this agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago School Reform Board of Trustees has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
15. The Board of Education Indebtedness Policy (96-0726-EX3) adopted July 26, 1995, as amended June 26, 1996 (96-0626-PO3) is hereby incorporated into and made part of this Contract as if fully set forth herein.
16. The Board of Education Ethics Code (95-0927-RU3) adopted September 27, 1995, as amended September 23, 1998 (98-0923-PO4) is hereby incorporated into and made part of the Contract as if fully set forth herein.

NON-DISCRIMINATION: Contractor agrees that in performing under this purchase order it shall not discriminate against any worker, employee or applicant, or member of the public because of race, color, religion, sex or national origin, nor otherwise commit an unfair employment practice. Contractor also agrees to submit in writing, an affirmative action plan demonstrating his compliance with equal employment opportunity laws and Chicago Public Schools policy requiring equal employment opportunity to all. Contractor further agrees that this clause will be incorporated by Contractor in all contracts entered into with suppliers of materials or services, contractors and sub contractors, and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with Purchase Order or Contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R. 1968. Supp., page 167, as amended by Executive Order 11375, issued October 13, 1967, 32 F.R. 14303, October 17, 1967; to Civil Rights Act of 1964, Public Law 88-352 and amendments; to the State Acts approved July 8, 1933, ILL. Rev. Stat. 1969, Ch. 29, Secs. 17 to 24 inclusive; and July 21, 1961, ILL.Rev.Stat. 1969. Ch. 48, Secs. 851 to 866 inclusive, and Ch. 198.7A of the Municipal Code of the City of Chicago adopted August 21, 1945.

To demonstrate compliance the contractor and sub-contractors will furnish such reports and information as may be required. In the event of the contractor's non-compliance with non-discrimination clauses of this contract or any such laws, rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the contractor maybe declared ineligible for further contracts of the Chicago Public Schools and such other sanctions maybe imposed and remedies invoked as otherwise provided by law.