



NEW BEDFORD PUBLIC SCHOOLS
 455 COUNTY STREET
 NEW BEDFORD, MASSACHUSETTS 02740-5140
 508-997-4511 • FAX: 508-992-0983

Purchase Order

Fiscal Year 2021 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKAGES AND SHIPPING PAPERS.

Purchase Order # **21004266-00**

Delivery must be made within
 doors of specified destination.

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 SCHOOL FISCAL OFFICE
 NEW BEDFORD PUBLIC SCHOOLS
 455 COUNTY STREET
 NEW BEDFORD MA 02740

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MY SERVICE SOLUTIONS INC
 1530 MONTAGUE EXPY
 SAN JOSE CA 95131

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S30000
 PRAB - ADMINISTRATION BUILDING
 NEW BEDFORD PUBLIC SCHOOLS
 455 COUNTY STREET
 NEW BEDFORD MA 02740

Vendor Phone Number		Vendor Fax Number		Requisition Number		Reference	
				21004619		Robert Tetreault	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
03/08/2021	10606	03/04/2021			SCH FISCL GRANTS		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	Equipment-computer/TIPS#200105 Lenovo 14E 10-pack 14" Chromebook 10 pack contrat:TIPS #200105 4603-03-300-300-S0090-S2455-S02400-S00004-520004-07F21			30.0	EACH	\$3,290.00	\$98,700.00
				\$98,700.00			

SUBJECT TO TERMS & CONDITIONS CONTAINED HEREIN. DO NOT EXCEED PO AMOUNT.
 THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL CORRESPONDENCE.

By *John W. ...* BUSINESS MANAGER By *Molly A. ...* PURCHASING AGENT

PO Total \$98,700.00

PURCHASE ORDER TERMS AND CONDITIONS

Acceptance of this purchase order is limited to the terms on the face and back hereof. Additional terms on Seller's form are objected to and rejected and shall be deemed a material alteration hereof.

Purchaser reserves the right to terminate this contract for its convenience. In such event Seller shall immediately stop all work and observe any instructions from Purchaser as to work in process. Seller shall be paid an equitable adjustment for work already performed.

Purchaser may also terminate this contract for cause in the event of the default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for, and shall hold Purchaser harmless from, any damages occasioned by the Seller's breach or default. If it should be determined that the Purchaser has improperly terminated this contract for default, such termination shall be deemed to be for the Purchaser's convenience.

Seller warrants that all goods or services furnished hereunder shall be merchantable, and free from any defects in workmanship or material. If Seller has been informed of the use of the products, Seller also warrants that the items furnished hereunder are suited and appropriate for such use. Seller shall indemnify and save the Purchaser harmless from any breach of this warranty, and no limitations on Purchaser's remedy in Seller's documents shall operate to reduce this indemnification. Seller shall extend all warranties it receives from its vendors to Purchaser, and Seller's warranties shall extend to Purchaser's customers. This warranty is in addition to all warranties contained under the law.

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers, and in the event of any price reduction between execution of the purchase order and delivery of the goods, Purchaser shall be entitled to such reduction.

Purchaser may delay delivery or acceptance of goods in the event of any unforeseen event. Seller shall hold the goods pending Purchaser's direction, and the Purchaser shall be liable only for direct costs incurred by the Seller by reason of the Purchaser's instructions.

Purchaser shall have the right to make changes in this order at any time and Seller agrees to accept such changes. In the event such changes result in additional costs, Purchaser shall make an equitable adjustment in the purchase price provided such additional costs are itemized for Purchaser by Seller within 30 days of the change.

Seller agrees to hold Purchaser harmless from any patent or similar proceedings which are based on products sold by the Seller hereunder. Seller shall defend any such suits at its own expense, and Purchaser shall have the right to have such litigation monitored by its own counsel.

Payment for the goods delivered under this order shall not be acceptance of such goods. Goods shall only be deemed accepted when they have been counted, inspected, and tested by the Buyer and found to be in conformance with this order. However, failure to inspect or test by Purchaser shall not relieve the Seller of any responsibilities hereunder.

This purchase order and any documents referred to on the face hereof constitute the entire agreement between the parties and can only be modified by writing signed by both parties. No part of this order may be assigned to subcontracted without the prior written approval of the Purchaser. Any monies due Purchaser from Seller can be set off from any monies due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

If delivery of items or rendering of services is not completed by the time promised, purchaser reserves the right without liability in addition to its other rights and remedies to terminate this contract by notice effective when received by Seller as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge Seller with any loss incurred.