



**ATLANTA
PUBLIC
SCHOOLS**

FOR PROMPT PAYMENT
PLEASE PRINT PURCHASE ORDER NUMBER ON
INVOICE AND MAIL TO:

PURCHASE ORDER # 204721

BILLING ADDRESS:

ATLANTA PUBLIC SCHOOLS
ATTN: ACCOUNTS PAYABLE DEPARTMENT
P.O. Box 4659, ATLANTA GA 30302-3624
apinvoices@atlanta.k12.ga.us

PO to Print on 9/30/2020 10:31:06 AM

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VENDOR #: 49591

SHIP TO:

**Atlanta Public Schools
Whitefoord Early Learning Acad
Room #211
Atlanta GA 30317**

VENDOR : Tech To School
1530 Montague Expressway
San Jose CA 95131

BUYER: Lynn Lewis
PHONE: 404-802-2448

COMPANY	
PO DATE	09/30/20
DATE REQUIRED	
REVISION	ORIGINAL
FREIGHT TERMS	Prepaid

PAYMENT TERMS		SPECIAL INSTRUCTIONS							
LINE NO	REVISION	QUANTITY ORDERED	UNIT OF MEASURE	ITEM NO	REQUISITION NO.	REQUESTOR	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
Deliver on October 7, 2020 unless specified by line Purchase Order Currency: US Dollars Invoice by mail Process Level: PCRD									
1		160.0000	EA				MP2F2LL/A; BH-25 iPad 5; 32GB (Wi-Fi Only); Fir iPad 5; 32GB (Wi-Fi Only); First Stock. Includes Power Adapter, Pre-Installed iPad OS13 and 1 Year Warranty	\$239.00	\$38,240.00
2		160.0000	EA				WAIYRMB99 iPad Additional 1-year warrant iPad Additional 1-year warranty (2nd year extended standard warranty)	\$10.00	\$1,600.00

Total: \$39,840.00

Carrie Roberts, Executive Director of Procurement

NOTICE: Any person entering Atlanta Public Schools premises waives all civil liability against the premises owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises.

SECTION 1 – ADMINISTRATION

1. Delivery:
If not otherwise specified in this order, prices are F.O.B. destination. APS reserves the right to cancel this order or any unfilled portion of the order at no expense to APS if delivery is not made within the required number of days specified by APS. **IF UNABLE TO DELIVER IN THE NUMBER OF DAYS SPECIFIED NOTIFY THE REPRESENTATIVE OF THE RECEIVING AGENCY IMMEDIATELY.**

Delivery to a common carrier does not constitute delivery to APS, and the risk and the risk of loss will remain with the Vendor until all materials are actually delivered to the appropriate site. Any claim for loss or damage incurred during the delivery shall be made by the Vendor directly to the carrier. APS will note damage incurred in transit on the freight bill and notify the Vendor. The Vendor shall make immediate replacement of the damaged materials.

2. Marking:
The Vendor is to include a packing list in each shipment. The packing list must list must show the APS purchase order number, name of person making requisition, school or department name, contents, and shipper's name and address. The packing list and the invoice covering final shipment shall be marked "Order Completed." The upper left corner of each package, box, crate, barrel, bundle, piece, shall be marked clearly with (A) shipper's name and address, (B) contents, (C) APS purchase order number, and (D) bill of lading number or express receipt number. The Vendor's failure to show on the bill of lading or express receipt or on every package the marking specified above will obligate the Vendor to any and all extra cost incurred, including drayage or demurrage due to this failure.

3. Receiving Hours:
For all shipments to the APS warehouse, a school or a department, receiving hours are 8:00AM to 2:00PM, Monday through Friday.

4. Invoices:
Itemized invoices shall be rendered to the Atlanta Public Schools, Accounts Payable Department, P.O. Box 4659, Atlanta, Georgia 30302 and must contain the APS purchase order number and the place to which material has been shipped. Separate invoices are required for each purchase order. All returnable containers shall be billed separately subject to return as promptly as possible, transportations charges collect. APS shall not be invoiced until goods have been received by and accepted by the "ship to" location.

5. Payment:
Payment may be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate whichever occurs last, when a single line item has been satisfactorily delivered in its entirety.

6. Back Orders:
Back orders are not allowed unless specifically authorized in writing by the APS Executive Director of Procurement Services. If a back order should become necessary, payment will be made in accordance with Paragraph 5 above.

7. Receipt:
Quantities, units, and prices on all shipping documents must match those on the Purchase Order. If industry standards or practices require grading certificates, USDA stamps, or other proof of quality, such proof must accompany the shipment.

SECTION II – CONDITIONS

1. Settlements:
All settlements will be in accordance with these terms and conditions, and any questions arising relative thereto must be raised, and resolved prior to shipment of goods.

2. Authorizations:
APS will not be responsible in any manner for goods delivered or work performed where a purchase order is not issued by its Executive Director of Procurement Services.

3. Changes and Alterations:
No changes in materials, conditions, prices, quantities or deliveries will be made without specific authorization in writing (in the form of a change order) agreed to by the APS Executive Director of Procurement Services.

4. Typographical Errors:
Mistakes in prices, discrepancies in quantities and/or sizes made in this purchase order are to be reported by Vendor immediately to the Executive Director of Procurement Services.

5. Specifications:
The bid/proposal which is referenced in this order, if applicable, and all items attached (including specifications) are hereby incorporated by reference. All materials furnished accordance with this Contract must conform to APS specifications.

6. Warranty:
The Vendor expressly warrants all articles and materials covered by this order to be of

the quality, size, description, quantity, and dimension specified and free from defects including latent defects. Such warranty shall survive delivery and shall not be deemed waived either by reason of the APS acceptance of materials or payments.

7. Inspection, Acceptance of Goods:
Delivery does not constitute acceptance. Material is subject to APS inspection and approval for a reasonable time after delivery. All supplies, materials, and equipment delivered to APS shall be subject to inspection and testing. Items that do not meet specifications will be rejected. Failure on the part of APS to reject upon receipt, however, does not relieve the Vendor of its liability. If tests, subsequent to delivery reveal a failure to meet specifications, the Vendor may be deemed to have breached this Contract.

8. Remedies for Non-conforming Supplies or Services:
A. If the inspection or later testing of supplies reveals that they are not in conformance with APS specifications, APS may apply one or more of the following remedies to correct the problem:
(1) Return material to the Vendor at Vendor's expense and risk.
(2) Charge the Vendor for re-inspection of supplies (originally found to be defective) that are offered for acceptance.
(3) Require correction of defective supplies at no increase in price (fixed price contracts) or fees (cost contracts).
(4) Obtain correction through a third party and charge the cost to the Vendor.
(5) Accept nonconforming supplies in return for monetary or other consideration to APS.
B. If inspection of services reveals that the offered services are not in conformance with APS specifications, APS may apply one or more of the following remedies to correct the problem.

(1) Require performance of conforming services at no increase in price (fixed-priced contracts) of fee (cost contracts).
(2) Reduce the contract price to reflect the reduced value of nonconforming services which cannot be re-performed (fixed price contracts) or to reduce the fee (cost contracts).
(3) Obtain performance by a third party or APS and charge the cost to the Vendor.

9. Data Protection:
Vendor acknowledges that it may have access to APS's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Vendor, its employees, agents, or contractors pertaining to APS business or financial affairs or to APS projects, transactions, personnel, students, or contractors, Vendor will not store, copy, analyze, monitor, or otherwise use that data except for the purposes specifically agreed to by APS and permitted by law. Vendor will comply with all applicable laws, regulations, and government orders related to personally identifiable information ("PII") and data privacy with respect to any such data that Vendor receives or has access to in connection with the performance of any services for APS. Vendor will protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform the services for APS and in accordance with applicable law.

10. Substitutions:
Vendor-proposed substitutions are to be provided to the representative of the receiving agency in writing. If approved in writing, such substitutions may be delivered. Items which do not meet specifications will be returned to the Vendor at the Vendor's expense. The refusal of the APS to approve a substitution does not relieve the Vendor of its obligation to provide the item or items called for in the Contract.

11. Cost of Inspection or Testing:
Cost of inspection or testing of property which does not meet specifications shall be paid by the Vendor. APS reserves the right to return or reject delivery of goods that are different from the samples shown. Returned or rejected goods are not to be replaced without specific authority to do so from the Executive Director of Procurement Services.

12. Prices:
This order shall not be filled at a higher price than last quoted or changed without specific authorization by the Executive Director of Procurement Services.

13. Taxes:
The Executive Director of Procurement Services certifies that she is an official of the Atlanta Public Schools and materials, supplies and/or services purchased are for a Government Educational Institution and is tax exempt. No further exemption is required.

14. No Late Fees or Interest:
Vendor shall not impose any cancellation fees, late fees, or interest fees for payments not made by APS on time. APS will not pay any costs of collections incurred by Vendor.

15. Termination for Convenience:
APS reserves the right to terminate this contract for the convenience of Atlanta

Public Schools.

16. Hold Harmless Agreement:
Vendor agrees to indemnify, hold harmless, and defend APS, its current, future, or past officers, agents, and employees from any and against all claims, liabilities, damages, losses, judgments, charges, expenses (including attorney fees) and/or causes of action arising of whatever kind or nature to the extent they arise out of any conduct or misconduct of Vendor (and its representatives, agents, contractors and subcontractors) and for which APS, the Board of Education, its agents, servants, or employees are alleged to be liable. The Vendor's obligation shall not be limited by, or in any way to, any insurance coverage or by an provision in or exclusive of omission from any policy of insurance.

17. Termination for Default:
If this Contract is terminated for default, APS may procure the material, supplies and/or services from other sources and may deduct from other monies due, or that may thereafter become due to the Vendor, the difference between the price named in the Contract or purchase order and the actual cost thereof to APS. Prices paid by APS shall be the prevailing market price at the time the purchase is made.

18. Contract
The solicitation (including all addendums), the bid or proposal, and/or this purchase order and its attachments, either attached hereto or by reference when received by the successful bidder shall constitute (A) a binding contract on the terms set forth herein and (B) the entire contract, and is to be interpreted, construed and given effect in all respects according to the laws of the State of Georgia. The exclusive venue for any action arising out of or related to this Contract shall be in the federal, superior, or state courts of Fulton County, Georgia. APS does not agree to any alternative dispute resolution process. To the extent any Vendor documents provide for an alternative dispute resolution process, including, but not limited to, arbitration and mediation, such provisions are null and void.

19. Inconsistency:
Any inconsistency or conflict among the specific provisions of this purchase order and any Vendor documents shall be resolved by giving preference to the specific provisions of this purchase order.

20. Disputes:
A "dispute" is a disagreement between the APS and the Vendor over the payment of money the adjustment or interpretation of contract terms, or other relief. Requests for such relief are referred to as "claims." Often claims by or against a Vendor can be resolved by mutual agreement between the Vendor and the Executive Director of Procurement Services. When this is not possible, however, the Executive Director of Procurement Services will render a written final decision on the claim. A written decision on a claim is generally required within 60 days after the Vendor requests a decision.

21. Security Interest, Liens, Claims, and Encumbrance:
No Vendor may acquire a security interest in supplies, materials, or equipment provided to APS. No Vendor may sell to APS goods and services which are subject to any liens, claims, or encumbrances of any kind.

22. Non-Appropriations:
Contracts that cross fiscal years are subject to appropriations from the Atlanta Board of Education. If these appropriations are not forthcoming to support the appropriate fiscal year portion of this contract, the contract is null and void without any penalty, additional cost, or other adverse action against APS.

23. Nondiscrimination:
The Vendor, by the submission of a bid or proposal or of the acceptance of an order or contract, agrees that in providing the goods and services covered, it will not discriminate in any way against any person or persons or refuse employment of any person or persons on account of race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability.

24. APS Nondiscrimination.
APS does not discriminate on the basis of race, color, sex, religion, national origin, marital status, sexual orientation, age, disability, in any of its employment practices, educational programs, services or activities. For additional information concerning nondiscrimination provision, contact:

The Office of Internal Compliance
130 Trinity Avenue, S.W.
Atlanta, GA 30303-3624
(404) 802-2732

25. APS Purchasing Policy and Regulations:
The Purchasing Policy and Purchasing Regulations of APS are incorporated in this Contract by reference. The Vendor agrees to be bound by the APS Purchasing Policy and Purchasing regulations in any issue or action related to the purchase order or subsequent contract. For any concerns regarding Procurement, please contact:

Carrie Roberts, Executive Director
130 Trinity Avenue, S.W. 4th Floor
Atlanta, GA 30303-3624
(404) 802-2532

26. Visit our Website at <http://www.atlanta.k12.ga.us/page/231> for General Terms and Conditions applicable to all purchases by APS and incorporated herein by reference. (May 2020)