



CITY OF SALEM
 PURCHASING DEPARTMENT
 93 Washington Street
 SALEM, MASSACHUSETTS 01970
 TEL (978) 745-9595
SALES TAX EXEMPTION #E-046-001-413

Purchase Order

Fiscal Year 2021

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COLLINS MIDDLE SCHOOL
 ATTN: IT, ROOM 117
 29 HIGHLAND AVE
 SALEM, MA 01970

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

Purchase Order # **20211689**

Delivery must be made within doors of specified destination.

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MYSERVICE SOLUTIONS INC
 1530 MONTAGUE EXPY
 SAN JOSE, CA 95131

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COLLINS MIDDLE SCHOOL
 ATTN: IT, ROOM 117
 29 HIGHLAND AVE
 SALEM, MA 01970

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				20211971		Roberta Gansenberg	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
09/23/2020	34928				INFORMATION TECHNOLOGY		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	MacBook Air 11" 1.6GHz Core i5, 4GB, 128GB SSD GL Account: 3049300 - 580901			1.0	EACH	\$3,999.00	\$3,999.00
	Sound Business Practice						

CITY RECORDS INDICATE SUFFICIENT UNENCUMBERED FUNDS ARE PRESENT IN THE BUDGET ACCOUNT.

APPROVED BY 
 Thomas P. Watkins
 Purchasing Agent

(NOT VALID WITHOUT CITY PURCHASING AGENT'S SIGNATURE)

Total Ext. Price	\$3,999.00
PO Total	\$3,999.00

THE VENDOR, BY ACCEPTING THIS PURCHASE ORDER, AGREES TO THE CONDITIONS AS SHOWN BELOW:

**CITY OF SALEM
PURCHASE ORDER TERMS AND CONDITIONS**

This purchase order issued by the City of Salem (hereinafter "City") and the attached description of product/services to be provided and price quote submitted by the vendor named in this purchase order (hereinafter "Vendor") shall constitute all or a portion of the contract between the City and the Vendor: provided, however, that if the purchase order states that it is for a product/service covered by a state or intergovernmental collaborative bid, then the terms of the state or intergovernmental contract upon which the contract is based are specifically incorporated herein by reference in place of the description of product/services. This purchase order, description of product/services, or in the alternative state or intergovernmental contract, city solicitation and contract, and price quote constitute the entire agreement between the parties (hereinafter "Contract") and there are no other contracts between the City and vendor for the products/services and price. The Contract may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by the parties hereto.

FOR AND IN CONSIDERATION of the payments by the City and delivery of the product/services by the Vendor, the Vendor hereby agrees to provide the product and/or services and the City agrees to pay the contract price in accordance with the terms of this contract.

CONDITIONS

GENERAL - The Vendor shall assume the defense, indemnify and hold harmless the City, the City's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of acts, in actions, omissions, negligence, reckless or intentional misconduct of the said Vendor, its agent(s), officers, employees, or subcontractors; in the execution of the work or in guarding the same. Unless otherwise provided by law, the City may elect to indemnify the Vendor for claims arising in tort if it is determined that the Vendor performed its obligations under this Contract pursuant to the direct supervision and control of the City or its designated agent(s).

QUALITY - All materials or services furnished on this order must be as specified, and subject to inspection by the City and approval within a reasonable time after delivery at destination. Materials or services other than those specified in this order must not be substituted without authority from the City. Material rejected will be returned at the vendor's risk and expense.

QUANTITY - The quantity of material ordered must not be exceeded without authority being first obtained from the City.

TAXES - In accepting this order the Vendor does certify to the City of Salem that the purchase price of materials representing this order does not include any tax whatsoever. Tax exemption certificates will be provided by the City of Salem to the Vendor upon request.

PACKING - Damage to any material not packed to insure proper protection to same will be charged to Vendor. Packages must be marked plainly with shipper's name and City purchase order number. No charges are allowed for boxing or crating unless previously agreed upon.

DELIVERY - All materials must be shipped F.O.B. Destination. The City will pay no freight or excess charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, **VENDOR IS TO REPAY SHIPPING CHARGES AND ADD TO INVOICE.** Delivery must actually be effected within the time stated on purchase order, failing in which the City will reserve the right to cancel this order and purchase elsewhere. Deliveries shall be made between 8:00 a.m. and 4:00 p.m. Monday through Wednesday, 8:00 a.m. through 7:00 p.m. on Thursday and 8:00 a.m. through 12:00 p.m. on Friday, unless otherwise stated and agreed to by both parties.

The conditions of this purchase order shall not be changed by the Vendor. If not satisfactory, return to the Purchasing Agent.

RISK OF LOSS - Vendor assumes risk of loss for commodities in transit. All commodities are subject to inspection upon delivery. Commodities delivered after the Requested Delivery Date may be rejected. Rejected commodities will be returned at vendor's expense.

RESPONSIBLE BIDDER - Failure of a Vendor to execute a purchase order awarded to them or to comply with any of the terms and conditions herein may disqualify the Vendor from receiving future orders.

PRICES - All goods and/or services covered by this purchase order must be billed at prices agreed upon.

TERMINATION OF CONTRACT - **Unless excused from performance by Force Majeure**, if the Vendor shall fail to fulfill in a timely and satisfactory manner its obligations under this Contract, or if the Vendor shall violate any of the covenants, conditions, or stipulations of this Contract, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the Vendor, then the City shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Additionally, the City, by written notice, may terminate this Contract, in whole or in part, for the convenience of the City when the City determines, in its sole discretion, that termination is in the best interest of the City. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services or goods received before the effective date of termination.

GOVERNING LAW - This contract is governed by the laws of the Commonwealth of Massachusetts.

PAYMENT - **VENDOR'S INVOICE MUST CONTAIN A REFERENCE TO THE CITY'S PURCHASE ORDER NUMBER.**