



Cleveland Metropolitan School District
 1111 Superior Avenue E
 Suite 1800
 Cleveland, OH 44114
 United States of America

Purchase Order

Supplier:
MyService Solutions, Inc. dba Tech to School 1530 Montague Expy San Jose, CA 95131 United States of America

Purchase Order Number	PO-10047269
Purchase Order Certification Date	09/13/2020
Payment Terms	Net 30
Payment Type	Check
Buyer	Patricia A Bogdanski (424970)
Email	Patricia.bogdanski@clevelandmetroschools.oh

Bill To:
Cleveland Metropolitan School District 1111 Superior Avenue E Suite 1800 Cleveland, OH 44114 United States of America Patricia A Bogdanski +1 (216) 838-0000

Ship To:
Cleveland Metropolitan School District 4900 Broadview Road Cleveland, OH 44109 United States of America St Leo the Great +1 (216) 838-0000

Comments:
ESSER Grant: St Leo the Great Quote Number: MTS97012 COVID-19 Justification: The students are in need of technooly to access Google Classroom and complete required testing. The students will need to be prepared and taught to use Google Classroom in case we end up being 100% remote.

Currency	Total Lines Amount	Total PO Amount
USD	5,975.00	5,975.00

I hereby certify that the money required for the payment of the foregoing obligation has been lawfully appropriated for such purposes and is in the treasury or in the process of collection to the credit of the appropriated fund free from any previous encumbrances.

Chief Financial Officer/Treasurer

PURCHASING AUTHORITY

INSTRUCTIONS TO VENDOR

- DO NOT overship, or substitute without prior Purchasing Dept. Approval.
- Send all invoices, in duplicate to BOARD OF EDUCATION CLEVELAND METROPOLITAN SCHOOL DISTRICT, 1111 SUPERIOR AVENUE EAST ROOM 1800 CLEVELAND, OHIO 44114
- Claims for Freight Charges must be accompanied by receipted Freight Bill or Postal Receipt
- Purchase Order Number and Location Name must appear on all documents relating to this order
- To expedite payment please provide proof of delivery to accounts payable department @ 1111 Superior Ave East, Cleveland OH 44114

Goods Lines							
Line Number	Quantity	Item Name	Description	Required Date	Unit of Measure	Unit Price	Line Amount
1	1	KH	CARES Funding being distributed by Cleveland Metropolitan School District on behalf of St. Leo the Great Catholic School		Each	0.00	0.00
2	2	MP2F2LL/A	(10-PACK) iPad 5, 32GB (Wi-Fi Only) 1st stock units		Each	2,390.00	4,780.00
3	5	MP2F2LL/A	iPad 5, 32GB (Wi-Fi Only)		Each	239.00	1,195.00

Goods Lines

Line Number	Quantity	Item Name	Description	Required Date	Unit of Measure	Unit Price	Line Amount
4	1	KH	The 1st year of warranty coverage on these iPads, their batteries and the OEM Apple adapter/USB cables that are shipped with the is no additional cost, but has no accidental damage coverage. But, we do provide discounts for repairs and/or replacements in these instances.		Each	0.00	0.00
5	1	KH01	Each iPad will have iOS 13 loaded on them prior to shipping, and includes OEM Apple adapters & USV cables.		Each	0.00	0.00

Messages

For the most efficient processing, please email your invoices to: apinvoice@clevelandmetroschools.org and copy the CMSD educator that generate the purchase order. By doing this, the communication reaches the required receiving approver and Accounts Payable at the same time. Thank you.

We appreciate doing business with you.

PURCHASE ORDER TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT; VENDOR CONTRACT GOVERNS:** This Purchase Order ("Order") is intended for use together with the Vendor Contract between the Cleveland Metropolitan School District ("District") and the vendor identified therein and in the signature block below ("Vendor"). By fulfilling this Order in whole or in part, Vendor accepts and agrees to the terms hereof. This Order, the Vendor Contract and any documents referred to herein or therein, supersede all prior understandings, transactions and communications, whether oral or written, with respect to the matters referred to herein and form the complete contract between District and Vendor. In the event of any inconsistency between this Order and the Vendor Contract, the Vendor Contract will govern. No modification, alteration or amendment of this Order shall be binding upon District unless made in writing and signed by District's authorized purchasing director.
2. **PACKING SLIPS, INVOICES:** District requires that Vendor include with each Order shipment a packing slip bearing a complete record of the shipment including the number of the Order to which it applies. Vendor must mail District three copies of all invoices, bills of lading, express receipts, and packing lists within twenty-four hours following each shipment. Each invoice must show the shipping route, quantity, prices, number of packages, serial numbers thereof, and the applicable Order number. Payments will be calculated based on the date District receives three copies of the invoices, bills of lading, express receipts, and packing lists as required.
3. **WARRANTY:** Vendor warrants that all materials, goods and work furnished by it on this Order shall be free from defects in material and workmanship, shall be fit and sufficient for the purpose intended, will not infringe or misappropriate third party rights, including patents, trade secrets, trademarks or copyrights, shall be of good and merchantable quality, and shall conform to blueprints, specifications, samples, specified quantities, and other requirements furnished by District with this order or subsequently. This warranty shall run to District and the user[s] of the final product (or other material covered by this Order) and shall survive inspection and acceptance by District. Vendor agrees to defend and indemnify and save District, its members, officers, employees, agents and representatives and the user of the final product (or other material covered by this Order) harmless with respect to all claims, suits or other proceedings, losses, costs, expenses, including attorneys' fees, and damages, including consequential damages and special damages, incurred or as a consequence of any breach of this warranty.
4. **INSPECTION AND APPROVAL; RETURN OF GOODS:** All materials, goods and work shall be subject to District's inspection and approval, despite prior payment therefor. Vendor shall not substitute materials for those specified in the Order without District's written authority. Upon District's discovery that the materials furnished contain any defect, patent or latent, or that the materials fail to conform to the foregoing warranty, District shall have the right to: (1) reject the work or delivery of the materials, or, if they have been accepted, return them to Vendor, recover all freight, storage, handling or other expense incurred by District and be relieved of any payment for the purchase price thereof, or, if payment has been made, recover the purchase price so paid plus all freight, storage, handling or other expense incurred by District; (2) recover all expenses incurred in reworking the material in an attempt to make it usable; and/or (3) cancel the balance of the Order. Materials so returned shall not be replaced without District's written replacement order. District's rights as set forth in this paragraph shall not be construed to limit or affect any other rights which District may have at law or under the terms of Vendor's warranty herein.
5. **PRICE:** Price shall be as specified in the Order and only may be modified with the prior written consent of District's Purchasing Director. If price is omitted, it is agreed that Vendor shall bill the material at the price last quoted or paid, or the prevailing market price, whichever is lower.
6. **EXCESS QUANTITY:** District accepts no responsibility for goods or materials shipped in excess of the quantities specified in the Order, and any such excess may, at District's option, be returned to Vendor at Vendor's expense.
7. **DELIVERY AND CANCELLATION:** Time of delivery is of the essence of this Order, and therefore, Vendor must deliver in accordance with the date(s) specified in this Order. If materials are not delivered within seven (7) days of the specified delivery date, District shall have the option of purchasing elsewhere and charging Vendor with any loss resulting therefrom and/or of canceling the Order or any part thereof. If materials are not delivered within ninety (90) days of the specified delivery date, this Order is hereby cancelled. If materials are delivered more than fourteen (14) days in advance of the specified delivery date District, may at its option, either return such materials to Vendor at Vendor's risk and expense or charge Vendor a reasonable storage charge. Should District cancel this Order or any part thereof without cause, District's liability shall be limited to labor and material costs and expenses of Vendor applicable to materials so cancelled and incurred by Vendor to time of cancellation, less salvage value of such materials. This Order may not be modified or terminated orally, and no termination, nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification, termination or waiver is sought to be enforced, and by District's Treasurer or the Board who shall affix a new certificate to such contract by reason of such change.
8. **NO-DAMAGES-FOR-DELAY:** The District shall not be held responsible for any loss, damage, costs or expenses sustained by Vendor as a result of any project delays, disruptions, suspensions, work stoppages or interruptions of any kind, whether reasonable or unreasonable or whether occasioned by changes ordered in the work or otherwise caused by an act or omission of District, its agents, employees or representatives, or by any cause whatsoever beyond the control of Vendor. Vendor acknowledges and agrees that it shall not be entitled to recover from District any damages, direct, indirect, special, or consequential, for any such delays in connection with performance/non-performance of this Order.
9. **TRANSPORTATION AND PACKING:** Vendor shall pack or otherwise prepare all materials for shipment to protect the same fully during transportation and to secure the lowest transportation costs available. All materials shall be shipped in accordance with District's instructions, or in the absence of such instructions, by the route and method of transportation taking the lowest transportation rate. Excess transportation costs otherwise incurred will be charged to Vendor's account. When usual terms of tariffs do not include insurance, shipments must be forwarded properly insured pursuant to the full sales price hereunder. District shall not be responsible for any charges for packing, insurance, boxing, storage or drayage unless authorized by District in writing.
10. **PATENTS AND TRADEMARKS:** Vendor agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any claim, suit or proceedings which may be brought against District or any of its members, officers, representatives or agents by reason of the use or sale of any materials furnished on this Order for alleged patent, trademark, or copyright infringement, alleged trade secret misappropriation or alleged unfair competition resulting from similarity of design, trademark or appearance of goods. Vendor further agrees to defend and indemnify District, its members, officers, representatives and agents from and against any and all expense, loss, royalties, profits and damages, including court costs and attorney's fees, resulting from the bringing of such suit or proceedings and/or from any settlement, decree or judgment thereon. District reserves the right to control any such suit or proceeding and may be represented by its own counsel in any such suit or proceedings, if it so desires.
11. **WORK DONE ON PREMISES OTHER THAN THOSE OF VENDOR:** If in the performance of this Order, Vendor or any of its agents, employees or subcontractors, is required to enter upon any premises other than premises owned or occupied by any such person, then Vendor agrees to: (a) comply with all laws, rules, regulations, orders and ordinances applicable to all work done hereunder; (b) protect such premises from all mechanic's and material men's liens; (c) take all reasonable precautions prescribed by any person in charge of any part of such premises with respect to the protection of such premises and all property and persons thereon or in the vicinity thereof; (d) prevent any fire hazard and comply with all safety rules; (e) maintain proper insurance, including (i) workers' compensation insurance covering all employees engaged in the performance of work hereunder and (ii) public liability and property damage insurance in amounts and forms satisfactory to District to cover any liability incurred in connection therewith; (f) require each of its agents, employees and subcontractors entering upon such premises to agree to and to comply with all of the foregoing; and (g) defend and indemnify and save District its officers, members, employees, agents and representatives and any other person having rights in said premises or being on or about said premises from all fines, penalties, costs, losses, expenses, damages, claims, suits or liabilities including consequential damages, resulting from injury, including death, to persons or property arising from or in any manner growing out of the performance of the work provided for in this Order whether or not such fines, penalties, costs, losses, expenses, damages, claims, suits or liabilities are based in whole or in part upon District's alleged negligence or participation in the wrong.
12. **INSOLVENCY OF SELLER:** If Vendor ceases to conduct its operation in the normal course of business (including inability to meet its obligations as they mature) or if any proceeding under the bankruptcy or insolvency laws is brought by or against Vendor, or a receiver for Vendor is appointed or applied for, or an assignment for the benefit of creditors is made by Vendor, District may terminate the Order without liability except for deliveries previously made or for goods covered by the Order then completed and subsequently delivered in accordance with the terms of the Order.
13. **COMPLIANCE WITH LAWS:** Vendor warrants that all work contemplated hereunder shall be performed in strict conformity with Federal, State and local laws and ordinances, and all lawful regulations of any public authority including, but not limited to the Occupational Safety and Health Act of 1970, 29 U.S.C.A. 651.e78, and the Fair Labor Standards Act of 1938, 29 U.S.C.A. 201-209, as amended. Vendor agrees to furnish District a certificate of compliance with any or all such laws in such form as District's policy may require at the time this Order is accepted. By acceptance of this Order, Vendor represents that to the best of its knowledge and belief, the prices charged hereunder are not in excess of the prices permitted by any or all applicable governmental price regulations, and are not in excess of Vendor's current selling prices of the same or substantially similar items, taking into account the quantities so sold, and agrees that in the event it is subsequently determined that the prices charged herein are in excess of such prices, such excess will be refunded to District. Where Vendor performs services on District's premises, Vendor agrees to furnish to District, upon request, satisfactory evidence of compliance with all laws and regulations, including specifically all taxes on payroll or contributions on account of social security, unemployment insurance and federal or state workers' compensation. Vendor further agrees to defend and indemnify and save harmless District and its affiliates, or either of them, against any claim, suit or demand, and all costs, damages or expenses incident thereto arising out of its failure to pay or secure such compensation, taxes or contributions or arising out of the performance of the work or in connection therewith or pertaining thereto. Material Safety Data Sheets (MSDS) are to be included with all material shipments where applicable.
14. **ASSIGNMENT:** This Order shall not be assigned in whole or in part without District's written consent and shall be binding upon and accrue to the benefit of the successors and permitted assigns of the parties hereto.
15. **CONSTRUCTION OF ORDER:** The construction, validity and interpretation of this Order and each term used herein, the rights and obligations of the parties with respect to performance hereunder, as well as the liabilities which may arise hereunder shall be governed, defined and determined under the laws of the State of Ohio, without regard to the choice of law rules of the state or any other jurisdiction.
16. **AFFIRMATIVE ACTION AND ANTI-DISCRIMINATION:** Vendor hereby agrees to comply with Affirmative Action and Anti-Discrimination provisions set forth in Ohio Revised Code Section 125.111. The Affirmative Action clauses and regulations of Title VI, Civil Rights Act of 1964, 42 U.S.C.A. 200 (d) - 2000 (d) (4); Title TX, Education Amendments of 1972, 20 U.S.C.A. 1681, et seq.; Rehabilitation Act of 1973, 29 U.S.C.A. 794.; and Age Discrimination Act of 1975, 42 U.S.C.A. 6101, et seq., are incorporated by reference and made a part hereof, as well as any other applicable federal, state and local laws prohibiting discrimination as required by District policy and resolution at the time of this Order.
17. **DISPUTES:** Any dispute, controversy or claim arising out of, in connection with or in relation to this Order, its interpretation, construction, formation, performance or breach shall be submitted to and determined by the appropriate court of original jurisdiction of Cuyahoga County, State of Ohio. Defenses with respect to the adequacy of service of process by either party against the other are hereby waived by addressing it to the other party at the address specified for such other party in the Vendor Contract and depositing it in the United States mail, postage prepaid, certified mail, return receipt requested. Pending a final decision of a dispute hereunder, Vendor shall proceed diligently with performance of this Order in accordance with the instructions of District.
18. **Supplier represents that it has no unresolved findings for recovery against it by the Ohio Auditor of State or any notice of debarment or suspension from any Federal Agency. The District may terminate this binding instrument at any time if the Supplier or any of its directors or officers is found at any time to have any unresolved findings for recovery by the Auditor of State or any notice of debarment or suspension from any Federal Agency.**

PO-10047269

Tech to School

1530 Montague Expwy
San Jose, CA 95131

Quote

MTS97012
Sep 1, 2020

Prepared for:

Joan Karich
joan.karich@clevelandmetroschools.org
Phone: (216) 661-2120 ext 231

Prepared by:

Kym Humay
k.humay@techtoschool.com
Phone: 630-750-0952 Fax: 877-719-6480

Bill To:

Cleveland Metropolitan School District
1111 Superior Ave E, Suite 1800
Cleveland, OH 44111

Ship To:

Cleveland Metropolitan School District

SKU	Description	Quantity	Price	Total
KH	KH CARES Funding being distributed by Cleveland Metropolitan School District on behalf of St. Leo the Great Catholic School.	1	\$ 0.00	\$ 0.00
MP2F2LL/A (10-PACK)	iPad 5, 32GB (Wi-Fi Only) 1st stock units	2	\$ 2,390.00	\$ 4,780.00
MP2F2LL/A	iPad 5, 32GB (Wi-Fi Only)	5	\$ 239.00	\$ 1,195.00
The warranty will reside with & units are owned by the school, district or educational entity	KH The 1st year of warranty coverage on these iPads, their batteries and the OEM Apple adapter/USB cables that are shipped with them is no additional cost, but has no accidental damage coverage. But, we do provide discounts for repairs and/or replacements in these instances.	1	\$ 0.00	\$ 0.00
KH-1	KH-1 Each iPad will have iOS 13 loaded on them prior to shipping, and includes OEM Apple adapters & USB cables.	1	\$ 0.00	\$ 0.00
			Subtotal	\$ 5,975.00
			Tax	\$ 0.00
			Total	\$ 5,975.00

Payment Terms: Net 30

Terms and Conditions

All products include a 1-year warranty unless otherwise noted. Refurbished Macs include a power adapter, battery and are pre-loaded with an OS. Payment is due within the term period listed above upon receipt of product.

Free ground shipping is included with all products unless otherwise noted. Shipping carrier may vary depending on shipment size and delivery location.

Devices are eligible for return within 30 days of receipt. Third party accessories and custom orders may not be eligible for return.

Accidental damage (cracked screen, etc.) is not covered under the standard warranty. If shipping damage is present, you are required to contact us within 7 business days with details, photos of damage to machines/boxes and the serial number(s). We will start a claim and ship a replacement device.

Warranty+ includes standard hardware repair coverage and up to two incidents of accidental damage, each subject to a service fee. A service fee of \$69 will apply to accidental damage on iPads or refurbished Chromebooks. A service fee of \$149 for screen repairs or \$299 for other damage will apply to accidental damage on Macs and new Chromebooks. Sales tax will apply to orders in CA.

Tech to School cannot guarantee that devices will be compatible with DEP.

Payments for invoices not received within 90 days may be subject to an additional collections fee.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MyService Solutions, Inc	
2 Business name/disregarded entity name, if different from above Tech to School	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 1530 Montague Expy	Requester's name and address (optional)
6 City, state, and ZIP code San Jose, CA 95131	
7 List account number(s) here (optional)	

S-006247

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
or											
Employer identification number											
7	7	-	0	6	2	0	3	7	4		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 1/1/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.