



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-10081760
Purchase Order Certification Date	05/25/2023
Payment Terms	Net 30
Payment Type	Check
Buyer	Joan Karich (426065)
Email	Joan.karich@clevelandmetroschools.org

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

Ship To:
Cleveland Metropolitan School District 4966 Woodland Avenue Cleveland, OH 44104 United States of America Rick Novak +1 (216) 838-0000

Comments:
Deliver to Fiscal Liaison Joan Karich for Saint Leo the Great School

Currency	Total Lines Amount	Total PO Amount
USD	2,987.00	2,987.00

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	9	MK2K3LL/A	iPad (9th generation) Wi-Fi 64 GB First Stock		Each	319.00	2,871.00
2	9	BH-36	Above device includes: OEM Power Adapter and Cable, Pre-installed iPad OS16 and 1 year standard warranty		Each	0.00	0.00
3	4	ACC-12W/Lightning	Apple Lightning cable with 12 W charging brick Apple OEM Refurbished		Each	29.00	116.00

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 PACKAGING:** 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 IX, 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.