



# Stoughton Public Schools Purchase Order

31 Pierce Street  
Stoughton, MA 02072

Fiscal Year 2025

Page 1 of 1

**Tax Exempt # 04-6001312**

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

Purchase Order # **25001003-00**

Delivery must be made within doors of specified destination.

All invoices need to be received by June 30<sup>th</sup>.

51  
Stoughton Public Schools  
Finance Department  
31 Pierce Street  
Stoughton MA 02072

TECH TO SCHOOL  
1530 MONTAGUE EXPRESSWAY  
SAN JOSE CA 95131

Stoughton Public Schools-Tech.  
31 Pierce Street  
Stoughton MA 02072

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference		
630-750-0952	877-719-6480	1149			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Contract Number	
08/13/2024	34512				
PO Buyer	PO Buyer Email/Address		Department/Location		
Tony Phippen	a_phippen@stoughtonschools.org		SCHOOL TECHNOLOGY		
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	IPADS PRE K, K, GR 1  The Above Purchase Order Number Must Appear On All Correspondence - Invoices, Packing Sheets And Bills Of Lading  41 OF THE IPADS WILL BE GOING TO NEWLY ARRIVED  ***** GL SUMMARY ***** 10500002 - 551000 - 10753 S0012403 - 554005	1.0	EACH	\$9,845.000	\$9,845.00

By Herb Perkins  
Asst. Supt. for Finance & Operations

Total Ext. Price	\$9,845.00
PO Total	\$9,845.00

# Town of Stoughton

## PURCHASE ORDER

### TERMS AND CONDITIONS

Except as provided in the last paragraph for contracts between you ("Vendor") and the Town of Stoughton ("Town"), or between Vendor and the Commonwealth of Massachusetts, the following terms and conditions are in addition to, and not in limitation of, any other terms and conditions applicable to the goods or services requested of Vendor in this Purchase Order.

1. Payment for all goods and services is subject to appropriation of funds, shall not be made in advance, and shall be made only for goods and services rendered in accordance with these Terms and Conditions, and no more frequently than monthly.
2. The Town is a tax exempt entity, and sales taxes shall not be included in any invoices to the Town.
3. All services furnished in response to this Purchase Order shall be performed with reasonable care, in a professional manner, and in accordance with any specifications in this Purchase Order, all applicable local, state and federal laws and regulations, and all standards of conduct established by law and custom and practice in the industry for the requested services, and shall include all services set forth in, incidental to, and reasonably inferable from the request for services in this Purchase Order.
4. All goods furnished in response to this Purchase Order shall be new, of good quality, free from defects in material and workmanship, and conform to any specifications in this Purchase Order, all applicable local, state and federal laws, and regulations and manufacturers' standards.
5. Vendor shall not, without the advance written approval of the Town in the form of a written amendment to this Purchase Order or a new Purchase Order signed by a person(s) authorized to bind the Town, furnish more goods and services than those requested in the Purchase Order.
6. The Town reserves the right to reject any and all goods and services that do not strictly conform with these Terms and Conditions and such other terms and conditions, if any, applicable to such goods and services.
7. No act, statement or omission by the Town shall operate as a waiver of any of the rights, remedies and defenses of the Town, which may only be waived, if at all, to the extent such waiver is permitted by law and is made expressly and unequivocally in a writing signed by a person(s) authorized by law to bind the Town.
8. Notwithstanding anything to the contrary in any other document, including any contract or agreement, Vendor shall not, without the advance written consent of the Town, assign or subcontract, in whole or in part, directly or indirectly, any contract between the Town and Vendor, any goods and services requested in this Purchase Order, and any monies that may become due to Vendor hereunder.
9. All disputes or adjudicatory proceedings between Vendor and the Town shall be brought only in the courts of the Commonwealth of Massachusetts located in Norfolk County, MA, to whose jurisdiction Vendor hereby assents, and shall be decided in accordance with the laws of Massachusetts without regard to any rules concerning conflicts of laws.
10. Vendor agrees to complete and sign such certifications and additional assurances as may be required by the Town and law, including, but not limited to, a certification of good faith (M.G.L. c. 30B, § 10) and certification of compliance with tax laws (M.G.L. c. 62C, § 49A).
11. Vendor shall cooperate with and shall provide such assistance and information to the Town as the Town shall reasonably request in connection with the goods and services requested in this Purchase Order.
12. These Terms and Conditions may not be modified except through a written amendment signed by Vendor and a person(s) authorized to bind the Town.
13. In addition to and not in limitation of any other rights and remedies available to the Town, Vendor shall indemnify, defend, and hold harmless the Town, its employees, officials, boards, committees, representatives, and agents from and against any all claims, liability, damages, losses, costs and expenses, including reasonable attorneys' fees, to the extent caused, directly or indirectly, by the negligent acts or omissions of Vendor, its employees, officers, representatives, subcontractors, agents, successors and assigns.
14. Vendor shall maintain, during the term of this Purchase Order and, if longer, until all goods and services requested have been furnished in accordance with these Terms and Conditions such insurance as the Town may reasonably request and issued by insurance companies qualified to do business in Massachusetts and reasonably satisfactory to the Town, including, but not limited to, workers' compensation insurance, commercial general liability insurance, and automobile insurance, and where Vendor is providing professional services, professional liability insurance. All liability policies shall be written on an occurrence basis. The Town shall be added as an additional insured under Vendor's commercial general and automobile liability policies, which shall be primary and non-contributory. The insurers shall agree to provide the Town no less than 15 days' notice of any cancellation. Vendor shall promptly furnish to the Town (before furnishing goods and services) certificates of insurance and applicable endorsement pages indicating compliance with this provision.
15. By furnishing all or a portion of the requested goods or services or otherwise responding favorably to this Purchase Order, Vendor shall be deemed to have accepted these Terms and Conditions, which, except as provided in the last paragraph, shall control in the event of any conflict with any terms and conditions offered or proposed by Vendor before or at any time after the date of this Purchase Order.
16. The Town may terminate this Purchase Order at any time if Vendor fails to comply with these Terms and Conditions or for the Town's convenience, provided that if the Town terminates for its convenience, the Town shall, subject to an appropriation of funds, pay for the goods and/or services furnished by Vendor in accordance with these Terms and Conditions prior to the date of that cancellation.
17. Notwithstanding the foregoing, to the extent that the goods and services requested in this Purchase Order are purchased pursuant to a valid contract between Vendor and the Commonwealth of Massachusetts or Vendor and the Town, in the event of a direct conflict between these Terms and Conditions and the terms of conditions of any such contract, the terms and conditions of such contract shall control.

# Tech to School

2002 Martin Ave  
Santa Clara, CA 95050

**Quote**  
MTS103424

**Prepared for:**

Phone:

**Prepared by:**

Lonnie Cole  
l.cole@techtoschool.com  
Office: 508-936-8755

**Bill To:**

Stoughton Public Schools  
31 Pierce Street  
Stoughton, MA 02072-

**Ship To:**

Stoughton Public Schools

SKU	Description	Quantity	Price	Total
MYL92LL/A-C	Apple iPad 8th Gen 32GB Second Stock Comes with power adapter, current IOS, free Gumdrop case, and 1 year standard warranty	55	\$ 179.00	\$ 9,845.00
			Subtotal	\$ 9,845.00
			Tax	\$ 0.00
			<b>Total</b>	<b>\$ 9,845.00</b>

**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 can be returned for a full refund within 30 days of receipt with the exception of certain special order items or sourced inventory such as new Chromebooks, carts, imaging equipment and Windows devices.

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.

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.