

## PURCHASE ORDER


**NEW YORK CITY  
DEPARTMENT OF EDUCATION**

 03/19/2019  
PURCHASE ORDER DATE

**WO190070083**  
PURCHASE ORDER NUMBER  
**01**  
SUFFIX

TRACKING NUMBER

<b>Vendor</b> : ELEVATE EDUCATION INC <b>Attention</b> : <b>Phone</b> : (212) 999-4910 <b>Street</b> : 221 RIVER SREET OFFICE 9003 <b>City</b> : HOBOKEN <b>State</b> : NJ <b>Zip Code</b> : 07030 <b>Vendor #</b> : ELE447398 01 <b>Contract #</b> : 3 BIDS-SERVICES <b>Fax #</b> : <b>Toll Free #</b> :		<b>Deliver To</b> : NEW SCHOOL #1 AT X064 <b>Attention</b> : PSX294 <b>Phone</b> : (718) 293-5970 <b>Address</b> : 1425 WALTON AVENUE <b>City</b> : BRONX, <b>State</b> : NY <b>Zip Code</b> : 10452 <b>LDA</b> : X2940001
<b>Send Invoice To</b> : NYC DEPARTMENT OF EDUCATION <b>Attention</b> : OFFICE OF PAYABLE OPERATIONS <b>Phone</b> : (718) 935-2850 <b>Address</b> : 65 COURT STREET, ROOM 1502 <b>City</b> : BROOKLYN, <b>State</b> : NY <b>Zip Code</b> : 11201		<b>PO Initiator:</b> PEARTREE, YVONNE <b>Phone</b> : (718) 293-5970 <b>Email</b> : YPEARTREE@SCHOOLS.NYC.GOV
<b>Special Delivery Instructions (If Any)</b> : DELIVERY MUST BE COMPLETED WITHIN 30 DAYS OF RECEIPT OF ORDER.		

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I HEREBY CERTIFY THAT THE ITEMS ORDERED BELOW ARE NEEDED TO CONDUCT THE EDUCATIONAL OR ADMINISTRATIVE PROGRAM AND THAT THE PURCHASES IS IN ACCORDANCE WITH THE DEPARTMENT OF EDUCATION BIDDING, CONTRACT AND PURCHASING REGULATIONS. I CERTIFY THAT SUFFICIENT FUNDS HAVE BEEN RESERVED IN THE BUDGET ACCOUNT CODES LISTED BELOW

ALEXANDRIS,NATASHA  
 \_\_\_\_\_  
 Signature of Principal or authorized Department of Education official

3/20/2019  
 \_\_\_\_\_  
 Date

**Accounting Information**

Fiscal Year: 2019

	<u>District</u>	<u>Quick Code</u>	<u>Object</u>	<u>Pre-Encumbrance</u>	<u>Location</u>	<u>Activity</u>	<u>Start Date</u>	<u>End Date</u>	<u>Amount</u>
1 )	09	091654	489A	N/A	X294	HVXH	//	//	\$150.00
2 )	09	091675	0685	N/A	X294	G9TA	//	//	\$5,370.00
									<b>Total Amount</b>
									\$5,520.00

**Item Detail Information**

	<u>Description</u>	<u>Manufacturer Part #</u>	<u>Brand/Model</u>	<u>U/M</u>	<u>Qty</u>	<u>Price Per Unit</u>	<u>Amount</u>
1) Item # -GRADE 5	FACULTY SEMINAR			EACH	1.00	\$150.00	\$150.00
2) Item # -GRADE 5	ACE YOUR EXAMS			EACH	3.00	\$290.00	\$870.00
3) Item # -N/A	SHIPPING AND HANDLING			EACH	0.00	\$0.00	\$0.00
4) Item # -GRADE 5	PARENT SEMINAR			EACH	1.00	\$150.00	\$150.00

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		TRACKING NUMBER		
5) Item # - GRADE 5	STUDENT ELEVATION	EACH	3.00	\$290.00 \$870.00
6) Item # - GRADE 5	NOTE TAKING	EACH	3.00	\$290.00 \$870.00
7) Item # - GRADE 5	CLOSE READING	EACH	3.00	\$290.00 \$870.00
8) Item # - GRADE 5	MEMORY AND MNEMONICS	EACH	3.00	\$290.00 \$870.00
9) Item # - GRADE 5	TIME MANAGMENT	EACH	3.00	\$290.00 \$870.00

**Total Amount**  
\$5,520.00

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### INSTRUCTIONS PART I

**THIS ORDER IS SUBJECT TO THE FOLLOWING INSTRUCTIONS, TERMS AND CONDITIONS**

#### **PLEASE BE ADVISED**

This Purchase Order, when completed, is a business record of the Department of Education. Failure to follow appropriate regulations may result in disciplinary, administrative or civil action. It is a crime to knowingly make false entries on this form.

- A) Transportation Charges**  
All transportation and any other charges must be prepaid to point of delivery unless otherwise indicated. Price on this order includes such charges.
- B) Delivery**  
Delivery of all items is required as stated in the contract or as specified by "Notice to Deliver." Sidewalk deliveries will not be accepted. Vendor's agent shall place goods inside building in location designated by the principal or other authorized person, except when contract indicates special delivery instructions and such instructions are stated on the order.
- C) Delivery Hours**  
Goods must be delivered between 9:00AM and 2:30PM, Monday through Friday, at other times, only by special arrangement.
- D) Delivery Time**  
Orders must be completed within 30 days of order or within the time stated on the attached order.
- E) Non-Delivery, Rejections or Delays**  
If items are not delivered within the time specified, the Director of OFO or his/her designee reserves the right to obtain such items or any part thereof from other sources via a buy-against procedure. Should the new price be greater than the contract price, the difference in cost, plus the cost of readvertisement and possible liquidated damages will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference, but the readvertisement cost and possible liquidated damages will be charged against the contractor. Unacceptable deliveries not in conformance with contract specifications will be rejected and must be replaced by the contractor within five (5) days. Failure to replace rejected items within time stated may result in the Director of OFO or his/her designee instituting a buy-against procedure as stated above. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the school shall have the right to dispose of them as its own property.
- F) Packing**  
All items shipped must be assembled and packed in heavy duty cartons or suitably packaged as per contract requirements. Where practical, cartons shall weigh no more than 50 lbs. each.
- G) Markings**  
Each container of multiple units, or items otherwise packaged, shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier; Department of Education, Purchase Order Number and/or Bid Number, and any other markings required by bid terms and conditions.
- H) Delivery Packing Slip**  
All deliveries must be accompanied by a "VENDOR PACKING SLIP" properly prepared. The carton containing the "PACKING SLIP" must be marked "PACKING SLIP CONTAINED HEREIN".
- I) Billing Procedure**  
Vendor may be required to submit proof of delivery signed by an authorized Department employee at delivery site. The vendor's customary invoice shall then be submitted to the Community School District Office or other Office indicated on the attached order. Invoices must be submitted within a reasonable time after delivery. Complaints about payments must be made in writing, within six months of delivery or within 30 days of the date an incorrect payment is warranted by the Comptroller.
- J) Assignment**  
No assignment may be made without written consent of the Administrator of Purchasing, OFO or his/her designee and the Board of Review.
- K) Sales or Excise Taxes**  
The City of New York is exempt from the payment of City and State Sales or Federal Excise Taxes.
- L) This order is subject to all bid terms and conditions.**  
The contract number referenced must cover the items listed in this document.  
The Department of Education maintains purchase orders files in invoice number order. For this reason it is advisable that all vendors maintain a file in purchase document sequence, in order to expedite any payment inquiries the vendor might have.
- M) Reps and Warranties**  
All parties agree to cooperate fully in any investigation, audit or inquiry conducted by a State of New York or City of New York governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses, to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted bid, contract, lease, permit or license that is the subject of the transaction, investigation, audit or inquiry.  
In addition to, and without limiting any other representations, the Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that, in the performance of the Contract, no person having such interest or possible interest shall be employed by it. The Contractor and its employees, agents and subcontractors must report to the Office of Special Commissioner of Investigation for the New York City School District ("SCI") any such interest or possible interest. The Contractor and its employees, agents and subcontractors must also report to the SCI any criminal activity of which they have knowledge concerning the execution or the performance of the Contract. The Contractor must inform, in writing, each employee, agent and subcontractor of his/her duty to report under this paragraph.

### INSTRUCTIONS PART II

#### **TO CONTRACTORS WHO HAVE SUBMITTED PROPOSALS TO THE OFFICE OF BUILDING SERVICES OF THE DIVISION OF SCHOOL FACILITIES:**

1. Your proposal for work or material, or both as called for in the attached specifications is accepted. You are hereby ordered to perform that work and/or supply the necessary materials at the premises indicated (on the attached) at once. The Inspection Unit of the Office of Building Services must be notified in writing immediately upon commencement of work.
2. Certificate of Compensation Insurance showing compliance with the Workers' Compensation Law, and Certificate of Public Liability Insurance must be on file with the Contractor's Qualification Section of the Office of Administration, Division of School Facilities prior to commencement of work. Failure to maintain this insurance may render a contractor in default.
3. This notice constitutes a contract between you and the Department of Education of the City of New York, in accordance with the Form of Contract No. 1 dated Sept. 1, 1953, on file in the Office of Administration, and any subsequent amendments thereto.
4. Bills on Official Bureau Bill Forms must be rendered within five days, after furnishing the material or completing the work.
5. Where applicable, these instructions to contractors supersede those in PART 1.

**PURCHASE ORDER**
**NEW YORK CITY  
DEPARTMENT OF EDUCATION**

 03/19/2019  
PURCHASE ORDER DATE

**WO190070274**  
PURCHASE ORDER NUMBER  
**01**  
SUFFIX

TRACKING NUMBER

<b>Vendor</b> : ELEVATE EDUCATION INC <b>Attention</b> : <b>Phone</b> : (212) 999-4910 <b>Street</b> : 221 RIVER SREET OFFICE 9003 <b>City</b> : HOBOKEN <b>State</b> : NJ <b>Zip Code</b> : 07030 <b>Vendor #</b> : ELE447398 01 <b>Contract #</b> : MICRO BIDS/NO BIDS-S <b>Fax #</b> : <b>Toll Free #</b> :		<b>Deliver To</b> : PUBLIC SCHOOL 96 <b>Attention</b> : MS. ROBINSON <b>Phone</b> : (718) 529-2547 <b>Address</b> : 130-01 ROCKAWAY BOULEVARD <b>City</b> : SOUTH OZONE PARK, <b>State</b> : NY <b>Zip Code</b> : 11420 <b>LDA</b> : Q0960001	
<b>Send Invoice To</b> : NYC DEPARTMENT OF EDUCATION <b>Attention</b> : OFFICE OF PAYABLE OPERATIONS-Q <b>Phone</b> : (718) 935-2377 <b>Address</b> : 65 COURT STREET, ROOM 1502 <b>City</b> : BROOKLYN, <b>State</b> : NY <b>Zip Code</b> : 11201		<b>PO Initiator:</b> ROBINSON, TYESHA <b>Phone</b> : (718) 529-2547 <b>Email</b> : TROBINSON30@SCHOOLS.NYC.GOV	
<b>Special Delivery Instructions (If Any)</b> : DELIVERY MUST BE COMPLETED WITHIN 30 DAYS OF RECEIPT OF ORDER.			
<p align="center">*****</p> <p align="center">I HEREBY CERTIFY THAT THE ITEMS ORDERED BELOW ARE NEEDED TO CONDUCT THE EDUCATIONAL OR ADMINISTRATIVE PROGRAM AND THAT THE PURCHASES IS IN ACCORDANCE WITH THE DEPARTMENT OF EDUCATION BIDDING, CONTRACT AND PURCHASING REGULATIONS. I CERTIFY THAT SUFFICIENT FUNDS HAVE BEEN RESERVED IN THE BUDGET ACCOUNT CODES LISTED BELOW</p>			
<p align="center"><b>EWEKA, VIVIAN</b></p> <p align="center">_____ Signature of Principal or authorized Department of Education official</p>		<p align="center">3/20/2019</p> <p align="center">_____ Date</p>	

**Accounting Information**

Fiscal Year: 2019

	<u>District</u>	<u>Quick Code</u>	<u>Object</u>	<u>Pre-Encumbrance</u>	<u>Location</u>	<u>Activity</u>	<u>Start Date</u>	<u>End Date</u>	<u>Amount</u>
1)	27	014344	0685	N/A	Q096	E53I	//	//	\$1,650.00
<b>Total Amount</b>									\$1,650.00

**Item Detail Information**

	<u>Description</u>	<u>Manufacturer Part #</u>	<u>Brand/Model</u>	<u>U/M</u>	<u>Qty</u>	<u>Price Per Unit</u>	<u>Amount</u>
1) Item # - FEE	MATERIALS			EACH	2.00	\$25.00	\$50.00
2) Item # - N/A	SHIPPING AND HANDLING			EACH	0.00	\$0.00	\$0.00
3) Item # - FEE	LICENSING			EACH	1.00	\$150.00	\$150.00
4) Item # - CLASS	GRADE 5 STUDENT ELEVATION			EACH	3.00	\$290.00	\$870.00

# PURCHASE ORDER



## NEW YORK CITY DEPARTMENT OF EDUCATION

03/19/2019  
PURCHASE ORDER DATE

**WO190070274**  
PURCHASE ORDER NUMBER  
**01**  
SUFFIX

5) **Item #** - CLASS

GRADE 5 FACULTY

TRACKING NUMBER  
EACH 2.00 \$290.00 \$580.00

**Total Amount**  
\$1,650.00

# PURCHASE ORDER



## NEW YORK CITY DEPARTMENT OF EDUCATION

**WO190070274**  
PURCHASE ORDER NUMBER

**01**  
SUFFIX

03/19/2019  
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- M) Reps and Warranties**  
All parties agree to cooperate fully in any investigation, audit or inquiry conducted by a State of New York or City of New York governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses, to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted bid, contract, lease, permit or license that is the subject of the transaction, investigation, audit or inquiry.  
In addition to, and without limiting any other representations, the Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that, in the performance of the Contract, no person having such interest or possible interest shall be employed by it. The Contractor and its employees, agents and subcontractors must report to the Office of Special Commissioner of Investigation for the New York City School District ("SCI") any such interest or possible interest. The Contractor and its employees, agents and subcontractors must also report to the SCI any criminal activity of which they have knowledge concerning the execution or the performance of the Contract. The Contractor must inform, in writing, each employee, agent and subcontractor of his/her duty to report under this paragraph.

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4. Bills on Official Bureau Bill Forms must be rendered within five days, after furnishing the material or completing the work.
5. Where applicable, these instructions to contractors supersede those in PART 1.

03/19/2019  
PURCHASE ORDER DATE

**NEW YORK CITY  
DEPARTMENT OF EDUCATION**

**WO190070958**  
PURCHASE ORDER NUMBER  
**01**  
SUFFIX

TRACKING NUMBER

<b>Vendor :</b> ELEVATE EDUCATION INC <b>Attention :</b> <b>Phone :</b> (212) 999-4910 <b>Street :</b> 221 RIVER SREET OFFICE 9003 <b>City :</b> HOBOKEN <b>State :</b> NJ <b>Zip Code :</b> 07030 <b>Vendor # :</b> ELE447398 01 <b>Contract # :</b> MICRO BIDS/NO BIDS-S <b>Fax # :</b> <b>Toll Free # :</b>		<b>Deliver To :</b> BENJAMIN CARDOZO HIGH SCHOOL <b>Attention :</b> SHEILA CLARK <b>Phone :</b> (718) 279-6500 <b>Address :</b> 57-00 223RD STREET <b>City :</b> BAYSIDE, <b>State :</b> NY <b>Zip Code :</b> 11364 <b>LDA :</b> Q4150001	
<b>Send Invoice To :</b> NYC DEPARTMENT OF EDUCATION <b>Attention :</b> OFFICE OF PAYABLE OPERATIONS <b>Phone :</b> (718) 935-2850 <b>Address :</b> 65 COURT STREET, ROOM 1502 <b>City :</b> BROOKLYN, <b>State :</b> NY <b>Zip Code :</b> 11201		<b>PO Initiator:</b> BOBETSKY,MARIA <b>Phone :</b> (718) 279-6530 <b>Email :</b> MBOBETS@SCHOOLS.NYC.GOV	
<b>Special Delivery Instructions (If Any) :</b> DELIVERY MUST BE COMPLETED WITHIN 30 DAYS OF RECEIPT OF ORDER.			
<b>Additional Comments</b> JUNE 18,19, & 20. NEED ROSTER OF STUDENTS AND SIGN OFF THAT WORKSHOPS COMPLETED BEFORE 6/28.			
<p style="text-align: center;">*****</p> <p>I HEREBY CERTIFY THAT THE ITEMS ORDERED BELOW ARE NEEDED TO CONDUCT THE EDUCATIONAL OR ADMINISTRATIVE PROGRAM AND THAT THE PURCHASES IS IN ACCORDANCE WITH THE DEPARTMENT OF EDUCATION BIDDING, CONTRACT AND PURCHASING REGULATIONS. I CERTIFY THAT SUFFICIENT FUNDS HAVE BEEN RESERVED IN THE BUDGET ACCOUNT CODES LISTED BELOW</p>			
<b>BOHLMAN, YVETTE</b>		<b>3/20/2019</b>	
<hr/> Signature of Principal or authorized Department of Education official		<hr/> Date	

## Accounting Information

Fiscal Year: 2019

[illegible]

### Item Detail Information

					<u>Price</u>		
	<u>Description</u>	<u>Manufacturer Part #</u>	<u>Brand/Model</u>	<u>U/M</u>	<u>Qty</u>	<u>Per Unit</u>	<u>Amount</u>
1) Item #	- N/A			EACH	0.00	\$0.00	\$0.00
2) Item #	- N/A			EACH	1.00	\$2,600.00	\$2,600.00
							<u>Total Amount</u>
							\$2,600.00

# PURCHASE ORDER



## NEW YORK CITY DEPARTMENT OF EDUCATION

**WO190070958**  
PURCHASE ORDER NUMBER

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SUFFIX

03/19/2019  
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In addition to, and without limiting any other representations, the Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that, in the performance of the Contract, no person having such interest or possible interest shall be employed by it. The Contractor and its employees, agents and subcontractors must report to the Office of Special Commissioner of Investigation for the New York City School District ("SCI") any such interest or possible interest. The Contractor and its employees, agents and subcontractors must also report to the SCI any criminal activity of which they have knowledge concerning the execution or the performance of the Contract. The Contractor must inform, in writing, each employee, agent and subcontractor of his/her duty to report under this paragraph.

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#### **TO CONTRACTORS WHO HAVE SUBMITTED PROPOSALS TO THE OFFICE OF BUILDING SERVICES OF THE DIVISION OF SCHOOL FACILITIES:**

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2. Certificate of Compensation Insurance showing compliance with the Workers' Compensation Law, and Certificate of Public Liability Insurance must be on file with the Contractor's Qualification Section of the Office of Administration, Division of School Facilities prior to commencement of work. Failure to maintain this insurance may render a contractor in default.
3. This notice constitutes a contract between you and the Department of Education of the City of New York, in accordance with the Form of Contract No. 1 dated Sept. 1, 1953, on file in the Office of Administration, and any subsequent amendments thereto.
4. Bills on Official Bureau Bill Forms must be rendered within five days, after furnishing the material or completing the work.
5. Where applicable, these instructions to contractors supersede those in PART 1.



**PURCHASE ORDER**
**NEW YORK CITY  
DEPARTMENT OF EDUCATION**

 03/19/2019  
PURCHASE ORDER DATE

**WO190071659**  
PURCHASE ORDER NUMBER  
**01**  
SUFFIX

TRACKING NUMBER

<b>Vendor</b> : ELEVATE EDUCATION INC <b>Attention</b> : <b>Phone</b> : (212) 999-4910 <b>Street</b> : 221 RIVER SREET OFFICE 9003 <b>City</b> : HOBOKEN <b>State</b> : NJ <b>Zip Code</b> : 07030 <b>Vendor #</b> : ELE447398 01 <b>Contract #</b> : MICRO BIDS/NO BIDS-S <b>Fax #</b> : <b>Toll Free #</b> :		<b>Deliver To</b> : BRONX THEATER H.S. <b>Attention</b> : MARIKA CARUANA <b>Phone</b> : (718) 329-2902 <b>Address</b> : 99 TERRACE VIEW AVENUE, ROOM 722 <b>City</b> : BRONX, <b>State</b> : NY <b>Zip Code</b> : 10463 <b>LDA</b> : X5460001	
<b>Send Invoice To</b> : NYC DEPARTMENT OF EDUCATION <b>Attention</b> : OFFICE OF PAYABLE OPERATIONS <b>Phone</b> : (718) 935-2850 <b>Address</b> : 65 COURT STREET, ROOM 1502 <b>City</b> : BROOKLYN, <b>State</b> : NY <b>Zip Code</b> : 11201		<b>PO Initiator:</b> CARUANA,MARIKA <b>Phone</b> : (718) 329-2902 <b>Email</b> : MCARUANA@SCHOOLS.NYC.GOV	
<b>Special Delivery Instructions (If Any)</b> : DELIVERY MUST BE COMPLETED WITHIN 30 DAYS OF RECEIPT OF ORDER.			

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I HEREBY CERTIFY THAT THE ITEMS ORDERED BELOW ARE NEEDED TO CONDUCT THE EDUCATIONAL OR ADMINISTRATIVE PROGRAM AND THAT THE PURCHASES IS IN ACCORDANCE WITH THE DEPARTMENT OF EDUCATION BIDDING, CONTRACT AND PURCHASING REGULATIONS. I CERTIFY THAT SUFFICIENT FUNDS HAVE BEEN RESERVED IN THE BUDGET ACCOUNT CODES LISTED BELOW

**ALBETTA,DANIEL**  


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 Signature of Principal or authorized Department of Education official

3/20/2019  


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 Date

**Accounting Information**

Fiscal Year: 2019

	<u>District</u>	<u>Quick Code</u>	<u>Object</u>	<u>Pre-Encumbrance</u>	<u>Location</u>	<u>Activity</u>	<u>Start Date</u>	<u>End Date</u>	<u>Amount</u>
1)	10	034609	0685	N/A	X546	E8B9	//	//	\$2,950.00
<b>Total Amount</b>									\$2,950.00

**Item Detail Information**

	<u>Description</u>	<u>Manufacturer Part #</u>	<u>Brand/Model</u>	<u>U/M</u>	<u>Qty</u>	<u>Price Per Unit</u>	<u>Amount</u>
1) Item # - N/A	SHIPPING AND HANDLING			EACH	0.00	\$0.00	\$0.00
2) Item # - N/A	BOOTCAMP MARCH 2019			EACH	1.00	\$2,950.00	\$2,950.00
<b>Total Amount</b>							\$2,950.00

# PURCHASE ORDER



## NEW YORK CITY DEPARTMENT OF EDUCATION

**WO190071659**  
PURCHASE ORDER NUMBER

**01**  
SUFFIX

03/19/2019  
PURCHASE ORDER DATE

TRACKING NUMBER

### INSTRUCTIONS PART I

**THIS ORDER IS SUBJECT TO THE FOLLOWING INSTRUCTIONS, TERMS AND CONDITIONS**

#### **PLEASE BE ADVISED**

This Purchase Order, when completed, is a business record of the Department of Education. Failure to follow appropriate regulations may result in disciplinary, administrative or civil action. It is a crime to knowingly make false entries on this form.

- A) Transportation Charges**  
All transportation and any other charges must be prepaid to point of delivery unless otherwise indicated. Price on this order includes such charges.
- B) Delivery**  
Delivery of all items is required as stated in the contract or as specified by "Notice to Deliver." Sidewalk deliveries will not be accepted. Vendor's agent shall place goods inside building in location designated by the principal or other authorized person, except when contract indicates special delivery instructions and such instructions are stated on the order.
- C) Delivery Hours**  
Goods must be delivered between 9:00AM and 2:30PM, Monday through Friday, at other times, only by special arrangement.
- D) Delivery Time**  
Orders must be completed within 30 days of order or within the time stated on the attached order.
- E) Non-Delivery, Rejections or Delays**  
If items are not delivered within the time specified, the Director of OFO or his/her designee reserves the right to obtain such items or any part thereof from other sources via a buy-against procedure. Should the new price be greater than the contract price, the difference in cost, plus the cost of readvertisement and possible liquidated damages will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference, but the readvertisement cost and possible liquidated damages will be charged against the contractor. Unacceptable deliveries not in conformance with contract specifications will be rejected and must be replaced by the contractor within five (5) days. Failure to replace rejected items within time stated may result in the Director of OFO or his/her designee instituting a buy-against procedure as stated above. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the school shall have the right to dispose of them as its own property.
- F) Packing**  
All items shipped must be assembled and packed in heavy duty cartons or suitably packaged as per contract requirements. Where practical, cartons shall weigh no more than 50 lbs. each.
- G) Markings**  
Each container of multiple units, or items otherwise packaged, shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier; Department of Education, Purchase Order Number and/or Bid Number, and any other markings required by bid terms and conditions.
- H) Delivery Packing Slip**  
All deliveries must be accompanied by a "VENDOR PACKING SLIP" properly prepared. The carton containing the "PACKING SLIP" must be marked "PACKING SLIP CONTAINED HEREIN".
- I) Billing Procedure**  
Vendor may be required to submit proof of delivery signed by an authorized Department employee at delivery site. The vendor's customary invoice shall then be submitted to the Community School District Office or other Office indicated on the attached order. Invoices must be submitted within a reasonable time after delivery. Complaints about payments must be made in writing, within six months of delivery or within 30 days of the date an incorrect payment is warranted by the Comptroller.
- J) Assignment**  
No assignment may be made without written consent of the Administrator of Purchasing, OFO or his/her designee and the Board of Review.
- K) Sales or Excise Taxes**  
The City of New York is exempt from the payment of City and State Sales or Federal Excise Taxes.
- L) This order is subject to all bid terms and conditions.**  
The contract number referenced must cover the items listed in this document.  
The Department of Education maintains purchase orders files in invoice number order. For this reason it is advisable that all vendors maintain a file in purchase document sequence, in order to expedite any payment inquiries the vendor might have.
- M) Reps and Warranties**  
All parties agree to cooperate fully in any investigation, audit or inquiry conducted by a State of New York or City of New York governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses, to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted bid, contract, lease, permit or license that is the subject of the transaction, investigation, audit or inquiry.  
In addition to, and without limiting any other representations, the Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that, in the performance of the Contract, no person having such interest or possible interest shall be employed by it. The Contractor and its employees, agents and subcontractors must report to the Office of Special Commissioner of Investigation for the New York City School District ("SCI") any such interest or possible interest. The Contractor and its employees, agents and subcontractors must also report to the SCI any criminal activity of which they have knowledge concerning the execution or the performance of the Contract. The Contractor must inform, in writing, each employee, agent and subcontractor of his/her duty to report under this paragraph.

### INSTRUCTIONS PART II

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