



# PURCHASE ORDER



PURCHASE ORDER  
YONKERS PUBLIC SCHOOLS

PO: 2022-00008027

CITY OF YONKERS / YONKERS PUBLIC SCHOOLS

Contract No:

PO Date: 06/27/2022

Deliver By: 07/06/2022

FOB: Destination

Terms: NET 30

Buyer: Debra Censi

Revision: 0

Revised Date:

**SHIP TO**  
Warehouse  
Yonkers Public Schools Warehouse  
201 Saw Mill River Road  
YONKERS, NY 10701  
Tel:

**VENDOR**  
DOUGLAS EQUIPMENT  
301 NORTH STREET  
BLUEFIELD, WV 24701  
Tel: 3043270149


**SEND INVOICE TO**


YOU ARE HEREBY NOTIFIED THAT YOUR BID/PROPOSAL FOR THE ARTICLE(S) BELOW HAS BEEN ACCEPTED AND YOU ARE HEREBY DIRECTED TO FURNISH THE SAME PER THE TERMS HEREOF:

AccountsPayable@yonkersny.gov  
**ACCOUNTS PAYABLE DEPARTMENT**  
**ONE LARKIN CENTER, 3rd FLOOR**  
**YONKERS, NEW YORK 10701**  
(914) 377-6120 OR (914) 377-6124: City of Yonkers  
(914) 376-8037: Board of Education

Vendor Contact: 301 North St, Bluefield      Email: zach@dougleasequipment.us      Fax: 3043253848

LINE	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3.0000	EA	BOCS Approved 06/23/2022. BID Number: RFB-6819 Scope: Purchase (3) Hobart slicers model HS7-1 for the BOE School Food Services Department. All slicers will be delivery to the YPS Warehouse located at 201 Saw Mill River Road, Yonkers, NY 10701. Hobart HS7 Heavy Duty Automatic Slicer - 13" Removable Blade - Model: Hobart HS7-1	8,736.5800	26,209.74

THIS ORDER IS SUBJECT TO THE FOLLOWING INSTRUCTIONS				<b>TOTAL</b>	<b>26,209.74</b>
DELIVERIES SHALL BE MADE BETWEEN 9:00 A.M. AND 3:00 P.M. WITHIN THIRTY CALENDAR DAYS AFTER RECEIPT OF ORDER UNLESS OTHERWISE SPECIFIED HEREIN. ALL DELIVERIES ARE SUBJECT TO INCOMING INSPECTION. (1) PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING PAPERS, INVOICES, CLAIMS, AND CORRESPONDENCE. (2) PURCHASES ARE NOT VALID UNLESS COVERED BY A PURCHASE ORDER SIGNED BY THE DIRECTOR OF PURCHASING. ADDRESS ALL CORRESPONDENCE TO DIRECTOR OF PURCHASING. (3) THE CITY OF YONKERS IS EXEMPT FROM ALL LOCAL AND STATE USE AND SALES TAX INCLUDING FEDERAL EXCISE TAXES. EXEMPTION NUMBERS AND CERTIFICATES ARE NOT ISSUED TO NYS GOVERNMENTAL ENTITIES. THE GOVERNMENT PURCHASE ORDER IS SUFFICIENT FOR THE VENDOR NOT TO COLLECT SALES TAX.  <b>TERMS AND CONDITIONS ON LAST PAGE</b>				<b>PAY THIS AMOUNT</b> 	<b>\$26,209.74</b>

  
DIRECTOR OF PURCHASING

# PURCHASE ORDER TERMS AND CONDITIONS

PO: 2022-00008027

The Purchase Order ("PO") constitutes the terms and conditions for the delivery of the specified goods or materials and/or performance of the specified services and/or work (collectively, "Goods and Services" and/or "G&S") by the named seller ("Seller") for the benefit of the City of Yonkers and/or the Yonkers School District ("Purchaser"). To the extent of any conflict, the Parties acknowledge and agree that the terms of any underlying contract for the Goods and Services takes precedence over the terms of this PO. Any questions regarding this PO must be made to the Buyer listed on the PO or to the Director of Purchasing at 914-377-6035.

1. **Acceptance of PO by Seller.** This PO is deemed accepted by Seller upon the earlier to occur: (a) the PO is sent to Seller and Seller does not object in writing to any of its terms or provisions within two (2) business days; or (b) Seller at any time otherwise delivers or performs all or any part of the G&S. No change or alteration may be made to any term of this PO without the prior written consent of the Purchaser's Director of Purchasing.
2. **Acceptance by Purchaser.** Delivery of the G&S will be deemed to be complete only when delivered pursuant to a valid PO and when actually received by Purchaser. All G&S are subject to Purchaser's right of inspection following delivery and/or performance by Seller; payment for G&S under this PO prior to inspection by Purchaser will not constitute acceptance by Purchaser. Purchaser may, at its option, reject all or any portion of the G&S that do not, in Purchaser's discretion, comply with the terms and conditions of this PO or Purchaser's requirements. Purchaser may elect to reject all of the G&S even if only a portion is nonconforming. In any case, acceptance of all or any part of the G&S will not be deemed to be a waiver by Purchaser of its right to (a) cancel, reject or return all or any portion of the G&S, or (b) make a claim for damages, for reasons including defect, breach of warranty, late delivery, or breach or non-compliance with any of the terms or provisions of this PO.
3. **Time for Delivery.** Delivery or performance will be strictly in accordance with Purchaser's delivery or performance schedule. If Seller's delivery or performance fails to meet such schedule, Purchaser may, without limiting any of its other rights or remedies, direct expedited routing or performance by one or more third parties, and the difference between the cost of that expedited routing or performance and this PO's routing or performance costs will be paid by Seller upon Purchaser's demand. Time is of the essence with respect to Seller's delivery and/or performance hereunder. Receiving hours are 9:00am – 3:00pm, Monday through Friday, excluding City of Yonkers and Yonkers and Yonkers Public Schools holidays, unless otherwise specified.
4. **Risk of Loss.** Until delivered to Purchaser, Seller will bear all risk of loss or damage. Shipment of goods or materials is F.O.B. Destination unless otherwise stated on the PO.
5. **Cancellation for Breach by Seller.** Purchaser may terminate this PO, in whole or in part, for Seller's breach of this PO, including but not limited to, the failure to deliver the G&S as and when specified. If terminated for Seller's breach, in addition to all of Purchaser's other rights and remedies under law, Seller will be liable to Purchaser for all damages, including but not limited to, the cost of securing replacement G&S, shipping charges for returned G&S, and any amounts previously paid by Purchaser. Cure of any non-conforming tender by Seller may only be made with prior written consent. Right of termination is in addition to and not in place of any other rights or remedies that Purchaser may have at law or in equity.
6. **Cancellation for Convenience.** Purchaser, in its sole discretion and without cause, may terminate this PO, in whole or in part, at any time without incurring liability to Seller for lost profits, or any other costs or damages, other than the proportionate value of the purchase price for G&S performed or delivered. Payment due will be a percentage of the purchase price equal to the percentage of the work completed and/or any unit prices in the purchase price specified for goods delivered.
7. **Pricing.** Purchaser will pay Seller only for such G&S and at such prices as agreed upon pursuant to this PO. Prices include all amounts payable by Purchaser and no additional charges of any kind (including, without limitation, charges for transportation, delivery, boxing, packing or other extras) will be payable by Purchaser unless specifically stated otherwise on the PO.
8. **Representations and Warranties.** In addition to, and without limiting any of Seller's other representations and warranties, express or implied, Seller expressly represents and warrants to Purchaser that: i. all G&S conform and will continue to conform to professional industry standards and to any description or other documentation made available to Purchaser; ii. all G&S will have been produced or manufactured in accordance with the requirements of the Fair Labor Standards Act, as amended, and all other applicable federal, state and municipal laws, rules and regulations; and iii. Seller has not been excluded from participation in, nor is aware of any pending or threatened exclusions from government funded programs.
9. **Compliance with Laws.** Seller will comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, all applicable laws and regulations pertaining to privacy and confidentiality, including the Labor Law, Family Educational Rights and Privacy Act of 1974, as well as the Fair Labor Standards Act, noting that all representations and stipulations required by the Walsh-Healy Act, 41 U.S.C. 35-45, and regulations issued thereunder are hereby incorporated by reference, such representations and stipulations being subject to all applicable ruling and interpretations if the Secretary of Labor now and hereafter in effect.
10. **Indemnification.** To the fullest extent permitted by law, Seller will defend, indemnify and hold harmless Purchaser from and against any and all losses, claims, allegations, demands, suits, proceedings, investigations, prosecutions, actions, causes of action, liabilities, obligations, costs, expenses, assessments, settlements, judgments, interest, penalties (including legal expenses and reasonable attorneys' fees), damages or injuries of any kind or nature whatsoever (including, without limitation, damage, loss or destruction of real or personal property, personal or bodily injury or death) to Purchaser and all other persons caused by, resulting from, arising out of, or occurring in connection with Seller's: (i) breach of any term or provision of this PO; (ii) violation of applicable law; (iii) performance or non-performance by Seller in connection with this PO; (iv) infringement of any intellectual or other proprietary right of any third party; or (v) negligent acts or omissions or intentional misconduct.
11. **Governing Law.** The parties agree that in the event of any disagreement or dispute arising under this PO that New York Law shall apply and venue of any proceeding or action in relation to this contract shall be in Supreme Court, Westchester County.
12. **Tax-Exempt.** Purchaser is exempt from all sales, excise or Federal transportation taxes and the provisions of the Robinson Patman Act. Tax exemption numbers/certificates are not issued to NYS government entities. The governmental PO is sufficient for the vendor not to collect sales tax.
13. **Invoices.** All invoices, packages, shipping tickets and other correspondence must list the PO number and be sent to - City of Yonkers/ Yonkers Public Schools, Accounts Payable Department, One Larkin Center, 3rd Floor, Yonkers, New York 10701. (914-377-6120 / 914-377-6124).
14. **Miscellaneous.** This PO may only be changed or modified by Purchaser by a written instrument signed by Purchaser's Director of Purchasing. This authorization must precede the shipment of goods or the performance of services. The relationship of Seller to Purchaser is that of independent contractor solely and Seller is directly responsible for the mode, method, and manner of its activities. All provisions that logically ought to survive termination of this PO shall survive.