



# Proposal

**Interior Environments - Novi**  
**48700 Grand River Ave**  
**Novi, MI 48374**  
**Phone: (248) 213-3010**

<b>Order Number</b>	11697
<b>Date</b>	11/10/2022
<b>Customer PO No</b>	
<b>Customer Name</b>	Livonia Public Schools
<b>Salesperson</b>	Katie VanderVeen
<b>Terms</b>	NET 30
<b>Page</b>	1 of 6

T Livonia Public Schools  
 O 15125 Farmington Rd  
 Livonia, MI 48154  
  
 ATTN: INVOICE CONTACT  
 Email: ap@livoniapublicschools.org

S Livonia Public Schools  
 H 15125 Farmington Rd  
 I 15125 Farmington Rd  
 P Livonia, MI 48154  
  
 T ATTN: Phil Francis  
 O Phone: 734-744-2554  
 Email: pfrancis@livoniapublicschools.org

Prepared for : Katie VanderVeen

Smith Systems NCPA 07-44 Contract  
 Dealer of Record: Interior Environments

*Due to the current challenges in the global supply chain and labor environment, pricing and lead times remain in a state of flux. Our team will do its best to communicate any changes as they arise and provide the best available solutions to meet your needs. Thank you for your business and understanding.*

Group	Quantity	Description	Unit Price	Extended Amount
BUCHANAN	1.0		9,503.50	9,503.50

Line	Quantity	Description	Unit Price	Extended Amount
1	6.00 Each	25213BUTCHER--Maple-Charcoal-Quote 36X72 Planner Studio Rectangle Table, Butcher Block Top, 29" Fixed High with Glides Maple:Maple Butcher Block Charcoal:Charcoal Legs Quote:QQ78889-2 Tag: Tag TG: Buchanan	1,485.25	8,911.50
2	1.00 Each	INSTALLATION----- RDI - Non Union, Normal Business Hours :6 Planner Tables : :Ship to- :Buchanan Elementary School :16400 Hubbard St :Livonia, MI 48154 Tag: Tag TG: Buchanan	592.00	592.00

Group	Quantity	Description	Unit Price	Extended Amount
COOPER	1.0		19,006.00	19,006.00

Line	Quantity	Description	Unit Price	Extended Amount
3	12.00 Each	25213BUTCHER--Maple-Charcoal-Quote 36X72 Planner Studio Rectangle Table, Butcher Block Top, 29" Fixed High with Glides Maple:Maple Butcher Block	1,485.25	17,823.00



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		Charcoal:Charcoal Legs Quote:QQ7889-2 Tag: Tag TG: Cooper		
4	1.00 Each	INSTALLATION----- RDI - Non Union, Normal Business Hours :12 Planner Tables : :Ship to- :Cooper Elementary School :28550 Ann Arbor Trail :Westland, MI 48185 Tag: Tag TG: Cooper	1,183.00	1,183.00

Group	Quantity	Description	Unit Price	Extended Amount
FRANKLIN	1.0		30,092.75	30,092.75

Line	Quantity	Description	Unit Price	Extended Amount
9	19.00 Each	25213BUTCHER--Maple-Charcoal-Quote 36X72 Planner Studio Rectangle Table, Butcher Block Top, 29" Fixed High with Glides Maple:Maple Butcher Block Charcoal:Charcoal Legs Quote:QQ7889-2 Tag: Tag TG: Franklin HS	1,485.25	28,219.75
10	1.00 Each	INSTALLATION----- RDI - Non Union, Normal Business Hours :19 Planner Tables : :Ship to- :Franklin High School :31000 Joy Rd :Livonia, MI 48150 Tag: Tag TG: Franklin HS	1,873.00	1,873.00

Group	Quantity	Description	Unit Price	Extended Amount
JOHNSON	1.0		9,503.50	9,503.50

Line	Quantity	Description	Unit Price	Extended Amount
5	6.00 Each	25213BUTCHER--Maple-Charcoal-Quote 36X72 Planner Studio Rectangle Table, Butcher Block Top, 29" Fixed High with Glides Maple:Maple Butcher Block Charcoal:Charcoal Legs Quote:QQ7889-2 Tag: Tag TG: Johnson	1,485.25	8,911.50
6	1.00	INSTALLATION-----	592.00	592.00



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	Each	RDI - Non Union, Normal Business Hours :6 Planner Tables : :Ship to- :Johnson Elementary School :8400 N Hix Rd :Westland, MI 48185 Tag: Tag TG: Johnson		
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Group	Quantity	Description	Unit Price	Extended Amount
KENNEDY	1.0		12,671.00	12,671.00

Line	Quantity	Description	Unit Price	Extended Amount
7	8.00 Each	25213BUTCHER--Maple-Charcoal-Quote 36X72 Planner Studio Rectangle Table, Butcher Block Top, 29" Fixed High with Glides Maple:Maple Butcher Block Charcoal:Charcoal Legs Quote:QQ7889-2 Tag: Tag TG: Kennedy	1,485.25	11,882.00
8	1.00 Each	INSTALLATION----- RDI - Non Union, Normal Business Hours :8 Planner Tables : :Ship to- :Kennedy Elementary School :14201 Hubbard St. :Livonia, MI 48154 Tag: Tag TG: Kennedy	789.00	789.00

<b>Individual Items</b>		9,468.46
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Line	Quantity	Description	Unit Price	Extended Amount
11	1.00 Each	FREIGHT FREIGHT	9,468.46	9,468.46

Order Sub-Total :	\$90,245.21
<b>TOTAL ORDER :</b>	<b>\$90,245.21</b>
Required Deposit 50.0% :	\$45,122.61

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED    THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE  
**A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



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**Balco Interiors LLC and IE Connect LLC -  
d/b/a INTERIOR ENVIRONMENTS  
TERMS AND CONDITIONS OF SALE**

## 1. PROPOSALS AND ORDERS

- A. **TERM:** All prices quoted by Interior Environments ("Seller") are valid for 15 days from date of proposal.
- B. **OFFER AND ACCEPTANCE:** All orders for the purchase of goods and services from Seller require a proposal prepared by Seller which has been approved and signed by an authorized signatory of Buyer. Seller's proposal shall constitute an offer and Buyer's approval of the proposal shall constitute acceptance of that offer. If Buyer submits a purchase order before Seller issues a proposal, Seller's proposal shall constitute a counteroffer and Buyer's approval of the Seller's proposal shall constitute acceptance of that counter offer without any additional terms or conditions
- C. **AGREEMENT:** Following the offer and acceptance described above and Seller's payment as provided in paragraph 2 below, an "Agreement" between the parties shall be deemed to have been formed with such Agreement comprised solely of Seller's proposal together with these Terms and Conditions of Sale. The Agreement shall be deemed to supersede any prior written or oral agreements and any different or conflicting terms in any quote, invoice, Buyer purchase order, shipper or any other document. For the avoidance of doubt, any different, additional or conflicting terms provided on any ancillary Buyer document(s) are expressly rejected by Seller.
- D. **MODIFICATIONS/CHANGES/CANCELLATIONS:** Any requested modification to an Agreement is subject to the approval of Seller and the manufacturer or supplier of the goods ordered. Buyer will pay any and all additional charges resulting from order modifications, cancellations, and changes. Express Ship Orders cannot be changed or cancelled. All goods are custom manufactured to customer specifications and, therefore, cannot be returned. Restocking programs are not available. Any modifications of an Agreement must be made via a signed and dated revised proposal.

## 2. CREDIT APPROVAL AND DEPOSITS

All orders are subject to credit approval. A deposit of 50% is required on all orders greater than \$5,000.00. No interest shall accrue on such deposits. Orders less than \$5,000.00 must be paid in full. The Agreement is deemed entered upon such payment by Buyer.

## 3. OWNERSHIP AND RISK OF LOSS

Transfer of title to the goods as between Seller and Buyer shall be deemed to have occurred when the Agreement is entered, and thereafter Buyer shall insure against risk of loss. If the goods are first received on behalf of Buyer by Seller, such goods shall be considered held by Seller subject to bailment for the sole benefit of Buyer.

## 4. PAYMENT

- A. **TIMING:** Any remaining balance on goods purchased under this Agreement and any related installation or other services will be invoiced upon delivery of the goods to the job site or, if installed by Seller, following substantial completion. Direct shipments from manufacturers will be invoiced upon shipment from the manufacturer. Any goods being held at Buyer's request, due to delays or otherwise, will be invoiced for product only upon Seller's receipt of same with separate invoicing for installation or other related services upon substantial completion.
- B. **PAYMENT TERMS:** Seller has the right to increase its prices at any time upon notice to Buyer to reflect any and all unusual or unforeseen increases in Seller cost, provided that any such increase shall be limited to the increase actually incurred by Seller. Buyer will not offset or recoup any claim against amounts due Seller. All invoices are due on the date noted on the related invoice. A monthly service charge of 1.5% (18% A.P.R.) will be assessed on all unpaid balances, including accrued but unpaid monthly service charges, after the invoice due date. A service charge of three percent (3%) of the invoice amount will be added to all invoices paid by credit card.
- C. **FREIGHT:** Buyer is solely responsible for any applicable freight and handling charges, including tariffs, for delivery from the manufacturer to Seller and is FOB origin. If not included in the proposal, such charges are not included in a price quotation and will be invoiced to Buyer separately after the Seller is invoiced by the carrier or manufacturer.
- D. **TAXES:** Buyer is solely responsible for any applicable sales, use, excise, or other taxes. If not included in the proposal, applicable taxes will be invoiced separately. If Buyer possesses tax-exempt status, a certificate of resale, or tax exemption is to be provided prior to order placement.
- E. **DELAYS:** If Buyer is unable or unwilling to receive goods at the prescribed shipping site on the mutually agreed delivery date any goods



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thereafter stored by Seller will be at Buyer's expense until such time as Buyer is able to accept delivery. Seller shall have no obligation or liability to Buyer whatsoever for failure to ship goods by a particular date.

### 5. DELIVERY AND INSTALLATION

- A. **DELIVERY AND INSTALLATION:** Any contracted delivery and installation will be made during Seller's normal business hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. Overtime delivery or installation performed at the Buyer's request will be subject to labor rates reflecting time-and-a-half for weekdays and double time for weekends and holidays. If applicable trade regulations require employing union tradesmen to complete the installation or delivery, any additional incremental costs will be invoiced to and paid by the Buyer. Seller shall not be liable for failure or delay in installation due to the installation site not being ready for installation. Any shipping, delivery, and performance dates are estimates only, and time is not of the essence. Seller may ship or direct shipments of all the goods at one time or in portions from time to time. Seller has the right, but not the obligation, to determine the method of shipment and routing of the goods, unless otherwise stated in Seller's delivery and installation proposal or acknowledgment.
- B. **SELLER'S RESPONSIBILITIES:** Unless received by Buyer or Buyer's agent directly, Seller will receive, inspect, stage, and if contracted, install Buyer's goods. All furnishings will be left clean and in working order. Carton and packing materials will be removed to the Buyer's waste disposal containers, and the premises will be left broom clean. At Seller's option, Seller may direct shipments directly to the job site.
- C. **BUYER'S ACCEPTANCE:** Buyer agrees to have an agent on the premises at the agreed upon time to accept goods, deliveries, installation, and completed work. All goods and services shall be considered accepted after Buyer or his agent has signed an acknowledgement document(s). All claims or exceptions must be made in writing the date the work is substantially complete. Notwithstanding the foregoing, if Buyer or Buyer's agent is unavailable or unwilling to sign acknowledgment document(s), Buyer shall be deemed to have accepted the goods and services "as is" or as otherwise noted by Seller on the acknowledgement document.
- D. **DROP SHIPMENTS:** In case of drop shipments where goods are delivered without installation, Buyer will receive, inspect, and install ordered goods. Buyer is also responsible for filing necessary freight claims in the event of damage. Buyer shall have no claims against Seller due to damage and may not withhold payment on account thereof.
- E. **CONDITION OF JOB SITE:** Buyer's job site shall be clean, clear of all obstructions, and free of debris prior to any Seller installation. Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons not specifically identified in the price quotation, at a standard hourly rate, or at actual charges plus fees, if labor is performed by a third party.
- F. **JOB SITE SERVICES:** Buyer will furnish electrical current, heating, lighting, trash disposal containers, hoisting and/or elevator services, and suitable unobstructed dock space and staging areas at the job site without charge to Seller if Seller is to provide installation. If Seller is required to remove or handle existing furniture, the additional cost of moving and transporting shall be billed to the Buyer on an hourly basis. Once installation has begun, Buyer agrees to assume any expense incurred by Seller due to changes made at the Buyer's request or for any reason beyond Seller's reasonable commercial control.
- G. **ELECTRICAL INSTALLATION:** A licensed electrician may be required to install electrical product including outlets, task lights, and hook-ups to base building power. If Seller determines that an electrician is required, Buyer will be responsible for contracting and paying the electrician.
- H. **PROTECTION OF DELIVERED GOODS:** Buyer is responsible for security and safekeeping of goods after delivery to Buyer's site, or into storage negotiated by Buyer if the job site is not ready on an agreed upon delivery date, and Buyer shall assume any risk of damage or loss thereof.
- I. **CONCEALED DAMAGED GOODS:** Buyer is required to report all concealed or damage packaged goods within seven (7) business days or receipt. In addition, Buyer is required to report all damage goods revealed upon unpackaging within seven (7) days of the same. Likewise, Buyer is required Buyer must send pictures of damaged goods, packages and labels to initiate any available warranty claim(s). Failure to report damages within the required reporting period with the required information may negate any warranty claims and Buyer shall accept responsibility for any and all costs associated with replacement or repairs of damaged goods.

### 6. ADDITIONAL TERMS

- A. **DISCLAIMER OF WARRANTIES: BUYER AGREES THAT THE GOODS ARE OF THE SIZE AND DESIGN SELECTED BY BUYER AND THAT BUYER IS SATISFIED THAT SAME IS SUITABLE FOR BUYER'S PURPOSES. SELLER HAS MADE NO REPRESENTATION**



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**OR WARRANTY AS TO ANY MATTER WHATSOEVER. SELLER DISCLAIMS AND BUYER EXPRESSLY WAIVES AS TO SELLER, ALL WARRANTIES WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP. NOTHING CONTAINED HEREIN SHALL DIMINISH THE RIGHT OF BUYER TO EXERCISE ALL RIGHTS AND REMEDIES AGAINST THE MANUFACTURER OF THE GOODS FOR MANUFACTURER WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE UNDER ANY THEORY AT LAW OR EQUITY FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFIT OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE DESIGN AND USE OF THE GOODS. SELLER SHALL ADVISE BUYER OF ALL RELATED MANUFACTURERS' WARRANTIES UPON BUYER'S REQUEST.**

- B. **RESALE:** On any resale of the goods, Buyer shall contractually limit its buyer's warranty against both Buyer and Seller to the same extent that Paragraph 6(A) above limits the warranty offered by Seller.
- C. **ACTS BEYOND REASONABLE CONTROL:** Seller shall not be liable for any delay or failure to deliver any or all of the goods caused by installation site delays, labor disputes, strikes, acts of God, or other delays beyond the reasonable control of Seller.
- D. **ASSIGNMENT:** Buyer shall not assign its rights or obligations under this Agreement without the prior written consent of Seller.
- E. **INDEMNIFICATION:** Buyer shall indemnify, defend, and hold harmless Seller with respect to all damages, losses, claims, and expenses, including, without limitation, consequential and incidental damages and reasonable attorney fees arising from or related to : i) Buyer's breach of any of Buyer's obligations under this Agreement and from; ii) Seller's interior design, project management, delivery, installation, or any other services except when caused by Seller's gross negligence or willful misconduct.
- F. **DEFAULT:** If Buyer fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Buyer fails to observe, keep, or perform any other provision of this Agreement, then Seller shall have the right to exercise any one or more of the following remedies without prejudice to such remedies as may otherwise exist at law or in equity: i) to declare the entire amount due hereunder immediately due and payable without notice or demand to Buyer; ii) to sue for and recover all payments, then accrued or thereafter accruing; iii) to take possession of the goods provided hereunder, without demand or notice wherever located, without any court order or other process of law. Buyer hereby grants free and full access to the premises and hereby waives any and all damages occasioned by such taking of possession.
- G. **NO WAIVER:** Seller's waiver of any right on one occasion shall not be a waiver of any future exercise of that right.
- H. **TIME FOR BRINGING ACTION:** Any action that Buyer brings against Seller that arises out of or relates to the goods and services provided by Seller to Buyer must be brought by Buyer within one year after the cause of action accrues.
- I. **LAW:** The Agreement shall be deemed entered into, and performed in substantial part, in Oakland County, Michigan. The Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions. The parties hereto agree to submit to the exclusive personal jurisdiction of the state or federal courts serving Oakland County, Michigan for the resolution of any claim or cause of action that arises from or related to this Agreement or the goods or services provided by Seller.