LAKE ORION COMMUNITY SCHOOLS

BOARD ACTION REQUEST FORM

DATE OF BOARD MEETING: April 23, 2025

ITEM: Furniture Contract Recommendation

AGENDA LOCATION (please check one)

Discussion (Items where board information/interaction/discussion is needed) Action (Items requiring the board to vote or take action, including resolutions)

EQUIPMENT DESCRIPTION

Phases Furniture

ADMINISTRATOR SUBMITTING ITEM: Andrea Curtis, Assistant Superintendent

BACKGROUND INFORMATION:

As part of the bond project, the Phases program will receive new furniture. Installation is scheduled to occur in the summer of 2025.

Attached herein is the recommendation letter from our Architect, GMB. The recommendations come from cooperative bidding contracts, which are Custer for \$99,287.32, Yeo and Yeo for \$6,952.00 and Interphase for \$97,089.37, for a total contract amount of \$203,328.69.

FUNDING SOURCE & ACCOUNT NUMBER:

Funding for this procurement will be provided by the 2018 Bond Series 3 funds.

RECOMMENDED ACTION:

It is the recommendation of Administration that the Board of Education authorize Administration to finalize and execute with Custer, Yeo and Yeo and Interphase, as identified in the attached GMB recommendation, to purchase and install furniture for a procurement total of \$203,328.69.



March 5, 2025

Heidi Mercer Superintendent Lake Orion Community Schools 315 N. Lapeer Street Lake Orion, MI 48362

RE: Lake Orion Community Schools – purchase of CERC Adult Special Education furniture of Cooperative Bidding Contracts

Dear Heidi,

CERC Adult Special Education will be receiving new furnishings to be installed in the summer of 2025.

It is the recommendation of GMB that the furniture be purchased off cooperative bidding contracts which contain pre-negotiated pricing for public institutions. This allows school districts to legally purchase furniture without preparing a formal bid. The recommended award totals are as follows:

Custer	\$99,287.32
Yeo and Yeo	\$6,952.00
Interphase	\$97,089.37

Total Award Amount \$203,328.69

Sincerely,

Alex Genzink Furniture Specialist GMB Architecture + Engineering

GMB ARCHITECTURE + ENGINEERING 85 EAST EIGHTH STREET SUITE 200 HOLLAND MI 49423

GRAND RAPIDS

217 Cesar E Chavez SW, Suite 200 Grand Rapids, MI 49503 Phone: 616.458.6322 Fax: 616.458.1117

FORT WAYNE

104 W Superior, Suite A10Fort Wayne, IN 46802TrPhone: 260.423.3482PI

TRAVERSE CITY

10850 E Traverse Highway, Suite 400 Traverse City, MI 49684 Phone: 231.360.9694 KALAMAZOO 155 West Michigan Ave, Suite 1501 Kalamazoo, MI 49007 Phone: 269.342.3919

Quotation: 248385

Quote Date: 04/17/25 Customer: L1140 Terms: NET DUE WITH INVOICE Custer Salesperson: LANA VOELKER

Quote To:

MAUREEN O'KEEFE LAKE ORION COMMUNITY SCHOOLS 315 N. LAPEER ST AP dept. - Maureen O'Keefe Lake Orion MI 48362

Ship To:

HEIDI MERCER CERC 455 E Scripps Rd Lake Orion MI 48360-2249

Phone: +1 (248) 693-5400

Phone: +1 (248) 693-5409

Fax: +1 (248) 693-5464

maureen.okeefe@lok12.org

heidi.mercer@lok12.ORG

Quote valid for 30 days, subject to change thereafter due to current Supply Chain conditions. This is a special order restocking fees could apply if cancelled/returned. Credit cards will incur 3% processing fee if combined invoices total over \$10,000 The prices quoted in this bid are based on current governmental laws and regulations.

CERC Adult SPE

In the event of any changes in laws, regulations, tariffs, taxes, or other governmental mandates that increase the cost of goods, materials, or services, the seller reserves the right to adjust pricing accordingly.

Any such price adjustments will be communicated in writing and supported by relevant documentation.

Desc	ription	Quantity	Unit Price	Extended Price
1	5214 - Freelance, Four-Leg Chair, Plastic Seat & Back, Arms	103	211.14	21,747.42
	Plastic Shell Color Selection:			
	SC8: Slate			
	~: No Selection			
	Frame Color Selection:			
	FS: Silver Frame			
	AC4: Slate Arms			
	Glide Option Selection:			
	G5: Standard Multi-Surface Glide			
	Bookrack Option Selection:			
	~: No Bookrack Upgrade			
	Packaging Options:			
	AB: Fully Assembled in a Bag			
	SITONITSEA			
	Tag For CH1D			
2	5224 - Freelance, Four-Leg Chair w/ Casters, Plastic Seat & Back,	103	229.54	23,642.62

Arms

Plastic Shell Color Selection:

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KALAMAZOO

155 West Michigan Ave, Suite 1501 Kalamazoo, MI 49007 Phone: 269.342.3919

Desc	cription	Quantity	Unit Price	Extended Price
2	SC8: Slate			
	~: No Selection			
	Frame Color Selection:			
	FS: Silver Frame			
	AC4: Slate Arms			
	Caster Selection:			
	C13: Std Carpet Casters			
	Packaging Options:			
	AB: Fully Assembled in a Bag			
	SITONITSEA			
3	5214.S2 - Freelance, 30" Bar Stool, Plastic Seat & Back, Arms	2	280.14	560.28
	Plastic Shell Color Selection:			
	SC8: Slate			
	~: No Selection			
	Frame Color Selection:			
	FS: Silver Frame			
	AC4: Slate Arms			
	Glide Option Selection:			
	G5: Standard Multi-Surface Glide			
	Packaging Options:			
	AB: Fully Assembled in a Bag			
	SITONITSEA			
	Tag For CH1F			
4	55000 - Soft Rocker	6	544.80	3,268.80
	Surface Finish: Alphabet SION - IRON			
	SMITHSYSTE			
	Tag For CH2			
5	CP.AS3.SN1 - COMPOSIUM, CURVE SEATING, CLUB 34H X 31W X 28D	5	1,376.78	6,883.90
	Foot Style			
	LS7 Metal 1.5 Inch Pole Brushed			
	Aluminum Back Style			
	BS1 Square			
	Seat Options			
	SX2 Clean-Out Moisture Barrier			
	UM3 Moisture Barrier Seat/Back			
	CAL 133 Option			

Quotation: 248385

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KALAMAZOO

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Description	Quantity	Unit Price	Extended Price
 No CAL 133 Power Location No Power Finishes Fabric Option UMU Multiple Upholstered (AA) Arm Multiple Upholstered FG5 Fabric/Vinyl Grade 5 CF STINSON LATTICE GROVE (MB) Back Multiple Upholstered FG5 Fabric/Vinyl Grade 5 CF STINSON LATTICE GROVE (MV) Valance Multiple Upholstered Seat Multiple Upholstered GS Fabric/Vinyl Grade 5 CF STINSON LATTICE GROVE (MV) Valance Multiple Upholstered SV2 Integrated Valance (MS) Seat Multiple Upholstered FG5 Fabric/Vinyl Grade 5 CF STINSON GABBY GREEN Packaging P1 Hully assembled in carton SITONITSEA Tag For CH3 			
SOI 6 CP.AS1.SN3 - COMPOSIUM, SHARP SEATING, SOFA 34H X 75W X 28D Foot Style LS7 Metal 1.5 Inch Pole Brushed Aluminum Tablet Arm ~ No Tablet Arm ~ No Tablet Arm ~ No Arm Cap Back Style BS1 Square Seat Options SX2 Clean-Out Moisture Barrier UM3 Moisture Barrier Seat/Back CAL 133 Option ~ No CAL 133 Power Location ~ No Power Finishes Fabric Option UMU Multiple Upholstered (AA) Arm Multiple Upholstered FG5 Fabric/Vinyl Grade 5	1	2,185.00	2,185.00

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KALAMAZOO

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Description	Quantity	Unit Price	Extended Price
 6 ~ CF STINSON LATTICE GROVE (MB) Back Multiple Upholstered FG5 Fabric/Vinyl Grade 5 ~ CF STINSON LATTICE GROVE (MV) Valance Multiple Upholstered SV2 Integrated Valance (MS) Seat Multiple Upholstered FG5 Fabric/Vinyl Grade 5 ~ CF STINSON LATTICE GROVE Packaging P1 Fully assembled in carton SITONITSEA Tag For CH4 			
 PX805S - Proxy Mid Back Sit-to-Stand, Adj. Black Urethane, Slim Profile T Arms, Swivel Limited Tilt Fabric Grade Selection: C: Grade C Momentum: Momentum Fabric Canter EPU: Canter EPU CNR08: Onyx Knit Back Colors: JB: Jet Black (Knit Back) Base: B: Black Polyurethane Base (Standard) Casters: BLK: Black (Standard) Metal Handle: NMG: No Metal Handle Selected JSI Tag For CH5 	11	779.70	8,576.70
 8 CLDCB - Smith Systems CONSTELLATE STORAGE LOW + MID CLUSTER (U-LOW/L-MID) WITH UPPER-TOT ES, LOWER-SHELVES Quantity - Upper/Stand Alone 3 Inch Tote: 12.00000 Quantity - Upper/Stand Alone 6 Inch Tote: 0.00000 Quantity - Upper/Stand Alone 12 Inch Tote: 0.00000 Caster or Glide: C - Casters Door: A - No Doors 	13	1,138.80	14,804.40



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SMITHSYSTE Surcharge Warehouse Handling Fee Recycle/Refuse Fee	ded Price	Extende	Unit Price	Quantity	Description
Case Edge Finish: Smith System Plastic PLT - Platinum SMITHSYSTE Tag For ST4 S26161 - Cascade Teacher Desk-Single Bullet Box/Box/File 5 751.20 Pedestal (Right Hand) Laminate Top Finish: Smith System Laminate 462260 - GREY 5 751.20 NEBULA LAMINATE Edge: D - 1 1/4in Top w/ 4mm TMId 5 751.20 Edge Finish: Smith System T-Mold PLAT - PLATINUM T MOLD Frame Finish: Smith System Paint PLT - PLATINUM T MOLD Frame Finish: Smith System Paint PLT - PLATINUM T MOLD MITHSYSTE 1 2,945.00 1 2,945.00 10 FREIGHT - Freight on Smith SMITHSYSTE 1 2,945.00 9 SMITHSYSTE 1 5,385.00 9 SMITHSYSTE 9 SMITHSYSTE 9 SMITHSYSTE 9 SMITHSYSTE 9 SMITHSYSTE 9 SMITHSYSTE 9 SMITHSYSTE Surcharge 9 SMITHSYSTE Surcharge					8 Tote: Platinum
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SITONITSEA SIT ON IT SURCHARGE JSI JSI SURCHARGE	2,135.62	2,			Warehouse Handling Fee
JSI JSI SURCHARGE	854.25				Recycle/Refuse Fee
	1,375.48				
TAX EXEMPT - GOVERNMENT	257.30				
	0.00				
MICHIGAN – NON TAXABLE Grand Total 9	0.00 9,287.32				

End of Quotation

Quotation: 248385

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KALAMAZOO

Quotes are subject to the Terms and Conditions found on our website custerinc.com/terms.

These terms are considered to be the most recent and take precedent over any other previously written or implied terms. By proceeding, you acknowledge that you have read and agree to the terms.

Job site will be clean and clear of all obstructions prior to installation. Buyer will provide adequate facilities and space for unloading, staging, moving, handling and storing product at job site. Buyer will furnish electrical current, heating, lighting, and elevator service at job site without charge to Seller. If the job site is not available on the mutually agreed upon customer required date, charges will be assessed to the Buyer for additional handling or redirecting of product at standard hourly rates or actual charges if performed by a third party. Any special packaging, handling, or storage at other than Seller's warehouse that is required, but that had not been provided in the quotation, will be invoiced to Buyer.

Name

Title

Signature

Date

YEO & YEO

Subtotal

Ergotron - LearnFit Desk	Quote #040848 v1	
Prepared For: Lake Orion Comm Schools Alex Genzink 315 N. Lapeer St. Lake Orion, MI 48362 P: (248) 693-5400 E: AlexG@gmb.com	Prepared By: Yeo & Yeo Technology Jeff McCulloch 5300 Bay Road Suite 200 Saginaw, MI 48604 P: (989) 797- 4075 E: jeff.mcculloch@yeoandyeo.com	Date Issued: 04.08.2025 Expires: 05.07.2025
	, , ,	

LearnFit Desks (s	arnFit Desks (short) Price			Ext. Price
24-547-003	Ergotron - LearnFit Sit-Stand Desk, Short - Laminated Rectangle Top - 15 lb Capacity - Height Adjustable - 29" to 44"	\$489.00	11	\$5,379.00
97-926-064	Ergotron - Storage Bin for LearnFit	\$53.00	11	\$583.00
		Subtotal		\$5,962.00
Installation		Price	Qty	Ext. Price
Install	Setup and Installation - Ergotron LearnFit Desks	\$90.00	11	\$990.00

Quote Summary	Amount
LearnFit Desks (short)	\$5,962.00
Installation	\$990.00
Total:	\$6,952.00

Due to vendors applying tariff charges, prices listed on quote/proposal are subject to change and will be monitored for accuracy at the time of order. Any changes to prices, other than listed above, will be submitted to you at the address above for your review before the order is authorized.

By signing this quote/proposal, you agree that you are authorized to act on behalf of the organization listed on this quote/proposal ("Customer") to purchase products and/or services as listed herein. Upon invoicing of products and/or services, Customer agrees to pay all invoices issued based on this purchase agreement within the net terms as defined by Yeo & Yeo Technology ("YYTECH"). Invoices paid after the due date may incur a 1.5% finance charge.

Taxes, shipping, handling and other fees may apply. YYTECH reserves the right to cancel orders arising from pricing variance or other errors.

Customer acknowledges and agrees that this quote/proposal is subject to and incorporates YYTech's Terms and Conditions of Sale, available at https://www.yeoandyeo.com/yytech-terms-and-conditions. YYTECH hereby rejects any other terms and conditions that may be proposed on any transaction document supplied by Customer.

\$990.00



Acceptance

Yeo & Yeo Technology

Jeff Maluthol

Jeff McCulloch

Signature / Name

04/08/2025

Date

Lake Orion Comm Schools

Signature / Name

Initials

Date



Interphase Interiors

415 Leonard ST NW Suite 110 Grand Rapids, MI 49504 Phone: 616-245-0800 Fax: 616-245-3974

Quote #

<u>Sold To:</u>

LAKE ORION CERC SPE 455 E. Scripps Rd Orion Twp MI 48360

Contact: Alex Genzink (Owner's Rep)

Email: alexg@gmb.com

<u>Ship To:</u>

LAKE ORION CERC SPE 455 E. Scripps Rd Orion Twp MI 48360

Contact: Alex Genzink (Owner's Rep) Email: alexg@gmb.com

LAKE ORION CERC SPE R1 TABLES & STORAGE QT

Sales Person: RACHEL BRICK

14.5	Otre			Price
Ite	Qty.	Product	Unit	Extended
ST	1			
1	10	JBCS-0336	\$336.74	\$3,367.40
ST1		X Series,Bookcase,39.5"H x 36"W,Glides		
		Case Color , TR-LE Metallic Silver, GRADE B		
2	10	TS00-524N	\$98.84	\$988.40
ST1		X Series, Common Top, Prd Frnt, Lam Top, 14Dx36W, 3mm Plstc Usr, 1mm LH,3mm Bck,1mm RH		
		Worktop Surface Color ,H-P3 Patterned Linen Crisp, GRADE A Worktop Edge Color-Users Edge ,HP-P3 Patterned Linen Crisp, GRADE A		
		Subtotal for: ST1		\$4,355.80
ST2	2			
	<u></u>			
3	3	JBCS-0342	\$369.76	\$1,109.28
ST2		X Series,Bookcase,39.5"H x 42"W,Glides		
		Case Color , TR-LE Metallic Silver, GRADE B		
4	3	ТЅОО-224К	\$111.24	\$333.72
ST2		X Series, Common Top, Prd Frnt, Lam Top, 18.75Dx42W, 3mm Plstc Usr, 1mm LH,3mm Bck,1mm RH		
		Worktop Surface Color ,H-P3 Patterned Linen Crisp, GRADE A Worktop Edge Color-Users Edge ,HP-P3 Patterned Linen Crisp, GRADE A		
		Subtotal for: ST2		\$1,443.00
				φ1,170.00
ST	3			

Ite Q	ty.	Product				۲ Unit	rice Extended
5	3	JBCS-0536				\$447.76	\$1,343.28
ГЗ		X Series,Bookcase,63.5"H x 36"W,	Glides				
		Case Color		Matallia Silvar CDADE D			
		Case Color	,TR-LE	Metallic Silver, GRADE B Subtotal for:	ST3		¢1 212 70
				Subtotal for.	510		\$1,343.28
TA1D							
6 A1D	73	TPRA-3060-LJSNAC4F PopUp, Table,Rect,30In D.X60in Cutout,A Leg,Caster,29in H,Foot		dgeband,Std Core,No		\$672.68	\$49,105.64
		Worktop Surface Color Worktop Edge Color-Users Edge Base Color 1A Footrest Color Caster\Glide Color	,H-P3 ,HP-P3 ,TR-LE ,TR-LE ,TR-F	Patterned Linen Crisp, GRADE A Patterned Linen Crisp, GRADE A Metallic Silver, GRADE B Metallic Silver, GRADE B Black, GRADE A			
				Subtotal for:	TA1D		\$49,105.64
TA1F							
7 A1F	4	TPRA-3060-LJSNAC7F PopUp, Table,Rect,30In D.X60in Cutout,A Leg,Caster,41 In H,Foo		dgeband,Std Core,No		\$670.86	\$2,683.44
		Worktop Surface Color Worktop Edge Color-Users Edge Base Color 1A Footrest Color Caster\Glide Color	,H-P3 ,HP-P3 ,TR-LE ,TR-LE ,TR-F	Patterned Linen Crisp, GRADE A Patterned Linen Crisp, GRADE A Metallic Silver, GRADE B Metallic Silver, GRADE B Black, GRADE A			
				Subtotal for:	TA1F		\$2,683.44
TA2D							
8 A2D	4	TPRA-3072-LJSNAC4F PopUp, Table,Rect,30In D.X72in Cutout,A Leg,Caster,29in H,Foot		dgeband,Std Core,No		\$709.07	\$2,836.28
		Worktop Surface Color Worktop Edge Color-Users Edge Base Color 1A Footrest Color Caster\Glide Color	,H-P3 ,HP-P3 ,TR-LE ,TR-LE ,TR-F	Patterned Linen Crisp, GRADE A Patterned Linen Crisp, GRADE A Metallic Silver, GRADE B Metallic Silver, GRADE B Black, GRADE A			
				Subtotal for:	TA2D		\$2,836.28
TA3D							
9 A3D	2	TCRA-48A8-LJSNGK4A Jive,Tbl,Rect,Lam,48"x108",Eb3,S	td,Co:noi	ne,Brd,Gld/Pwrrdy,29"h,Ptd		\$1,568.01	\$3,136.02
		Worktop Surface Color Worktop Edge Color-Users Edge Base Color 1A	,H-P3 ,HP-P3 ,TR-LE	Patterned Linen Crisp, GRADE A Patterned Linen Crisp, GRADE A Metallic Silver, GRADE B			

Ite	Qty.	Product			P Unit	rice Extended
TA4D					0	2.1101101010
10 A4D	1	TCRQ-4848-LJSNXG4A Jive,Tbl,Sq,Lam,48"x48",Eb3,Std,G	Co:none,>	K,Gld,29"h,Ptd	\$442.84	\$442.84
		Worktop Surface Color Worktop Edge Color-Users Edge Base Color 1A	,H-P3 ,HP-P3 ,TR-LE	Patterned Linen Crisp, GRADE A Patterned Linen Crisp, GRADE A Metallic Silver, GRADE B Subtotal for: TA4D		¢ 4 4 2 0 4
TA5D)			Subtotal for. TATE		\$442.84
11 45D	1	TCRT-54J0-LJSNGK4A Jive,Tbl,Rtrk,Lam,54"x180",Eb3,St	d,Co:non	e,Brd,Gld/Pwrrdy,29"h,Ptd	\$2,708.71	\$2,708.71
		Worktop Surface Color Worktop Edge Color-Users Edge Base Color 1A	,H-P3 ,HP-P3 ,TR-LE	Patterned Linen Crisp, GRADE A Patterned Linen Crisp, GRADE A Metallic Silver, GRADE B Subtotal for: TA5D		\$2,708.71
TA6D)					+_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
12 \6D	9	TCRN-6060-LJSNGG4A Jive,Tbl,Rd,Lam,60"x60",Eb3,Std,6	Co:none,l	Brd,Gld,29"h,Ptd	\$787.26	\$7,085.34
		Worktop Surface Color Worktop Edge Color-Users Edge Base Color 1A	,H-P3 ,HP-P3 ,TR-LE	Patterned Linen Crisp, GRADE A Patterned Linen Crisp, GRADE A Metallic Silver, GRADE B		
				Subtotal for: TA6D		\$7,085.34
TA7D)					
13 2 TA7D		TCRN-3636-LJSNXG4A Jive,Tbl,Rd,Lam,36"x36",Eb3,Std,0	Co:none,2	X,Gld,29"h,Ptd	\$357.86	\$715.72
		Worktop Surface Color Worktop Edge Color-Users Edge Base Color 1A	,H-P3 ,HP-P3 ,TR-LE	Patterned Linen Crisp, GRADE A Patterned Linen Crisp, GRADE A Metallic Silver, GRADE B		
				Subtotal for: TA7D		\$715.72
TA7E						
14 47E	10	DTLP-4F29.3.4 29" Fixed Leg, Nylon Glide, Titar	ium, 4-pa	ack	\$94.12	\$941.20

K:\2025 DWG and SIFS\L\Lake Orion Community Schools\Lake Orion Adult SPE\SIF\LAKE ORION ADULT CERC R1.pmx

Ite Qty.	Product	Price Unit Ex	
15 10	DTT-NB3054E	\$150.21	Extended \$1,502.10
TA7E	Shape Tbl Top, Nebula, 30x54, Lam-Banded Flat Edge		
	Laminate Finish 0 Standard Laminates Standard Laminate 4E Crisp Linen Edge Color 4 Titanium Leg Type Fixed Fixed Leg Kit DTLP-4F29 29" Glide/Caster Selection 3 Nylon Glides Leg Finish Color 4 Titanium Subtotal for: TA7E		\$2,443.30
SERVICES			
16 1 SERVICES	FREIGHT Artcobell Freight	\$875.00	\$875.00
17 1 Services	INSTALL Delivery, Install & Trash Removal during normal hours M-F 7AM-3PM for above product. No stair-carry or removal/disposal of existing product.	\$13,960.00	\$13,960.00
	Subtotal for: SERVIC	ES	\$14,835.00
SURCHARGE			
18 1 Surcharge	SURCHARGE Haworth Surcharge if not approved for order by 4/25/25	\$3,955.00	\$3,955.00
	Subtotal for: SURCH	ARGE	\$3,955.00
	Sub	Total:	\$97,089.37
		Tax:	\$0.00
		Total:	\$97,089.37

Ite Qty. Product

Terms & Conditions - Interphase Office Interiors, Inc.

Payment Terms

Interphase, Inc. shall make every effort to deliver and install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate and the Interphase obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that Interphase will be able to deliver and install only portions of the job at a time. Therefore, payment shall be made in accordance with the following terms:

1. All prices are FCA manufacturer point of shipment unless otherwise specified.

2. Terms are net 10 days from date of invoice. Customer will be invoiced for items as delivered. In no case is payment to be withheld for acceptable products should any portion of the job be unacceptable or undelivered. If any products are unacceptable or undelivered, the Customer must pay the balance of the invoice within 10 days, but may withhold the lesser amount of 10% of the total invoice or the value of the unacceptable products. The remaining balance is due 10 days after final delivery.

3. All materials are subject to Michigan State Sales Tax or other applicable State Sales Tax.

4. Interphase requires a deposit equaling 50% due at time of order (100% deposit for COM & COL). Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable according to the above terms and conditions. Other progress payments, as well as a deposit for delivery and/or installation, may be required throughout the order cycle depending on specific circumstances for each Buyer and order.

5. All orders are subject to credit approval.

6. An order is not cancelable once the order is confirmed by the vendor or manufacturer of the product, regardless of whether such confirmation is provided to Customer. Quick ships and fabric orders are not cancelable.

7. Customer agrees that the seller may pass through to Customer any charges, costs or fees that it incurs as result of Customer paying Seller through use of a credit card, debit card, credit facility or wire fees, and that such passed through charges, costs or fees may be subject to sales or use tax.

8. If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer agrees to be invoiced for 100% of the invoice, to be paid within 10 days. In addition, Customer shall pay a warehouse charge payable monthly beginning after 30 days of warehouse storage. Extra handling of product will be charged at our normal hourly rate. This could be a result of Customer's site not being ready or site conditions that impair installation.

9. Interphase retains, and Customer hereby grants to Interphase, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, Interphase shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 1.5% per month (annual percentage rate 18%) will be charged on all past due balances. Customer shall pay all collection costs and attorney's fees in the event that the debt or any part thereof is referred to a collection agency or attorney.

General Terms

10. The quotation contained herein has been reviewed and approved by an authorized Customer representative for correct product, fabric, finishes and quantities. In addition, Interphase must have the opportunity to physically take its own measurements of the space to assure accuracies of custom ordered products. If actual measurements are not possible and Interphase must order from construction drawings and they are inaccurate, any extra expenses are Customer's responsibility. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates. A restocking fee, based on product cost and vendor policies, will be assessed on all changes made after acknowledgement date, or for any product cancellations.

Ite Qty. Product

Unit Extended

11. Customer acknowledges that the products are manufactured by others. AS BETWEEN CUSTOMER AND INTERPHASE, THE GOODS ARE OTHERWISE "AS IS WHERE IS" WITH ALL FAULTS AND INTERPHASE MAKES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES, ALL OF WHICH ARE DISCLAIMED AND EXCLUDED BY INTERPHASE INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MECHANTABILITY, NON-INFRINGMENT, SUITABILITY FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE MADE BY THE MANUFACTURER OF THE PRODUCTS. No third party, including any employee or agent of Interphase, is authorized to make any representation, promise, or warranty concerning the goods and any statements made by those parties are not binding on Interphase unless in writing signed by an authorized representative of Interphase. Any technical advice furnished by Interphase or its employees or agents is for Customer's convenience only and Interphase assumes no obligation or liability for the advice given or the results obtained from that advice. Any claim must be made to Interphase in writing within five (5) days after delivery or installation of the products and if no claim is received by Interphase. Customer will have waived any such claim.

12. No liability shall accrue against Interphase as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.

13. Merchandise shipped direct to Customer will be the responsibility of Customer except as otherwise agreed in writing. The receiving Customer is responsible to inspect merchandise immediately upon receipt and file any necessary freight claims with freight provider.

Installation & Delivery Terms

14. Delivery and installation charges will be billed to Customer by separate invoice. Delivery and installation charges are not incurred by Customer until such services are provided by Interphase.

15. Change of Scope - Before or during installation, Customer may request additional services outside of the original project scope. A signed Change Order is required before additional services can commence. Layout changes during installation may result in additional product needs that could cause delays in the completion of the furniture installation and may result in additional charges.

16. Floor Protection - Interphase will provide necessary floor protection per building requirements. If other specific or extraordinary protection is needed, Customer must notify Interphase before the work begins.

17. Electrical Work - Unless specifically indicated, electrical work in the following areas is not included:

a. Electrical Wiring to the Space

b. Hardwiring of Feeds

Interphase can make arrangements for these services and Interphase will bill Customer accordingly.

18. Delivery - Free and clear access to docks and elevators for deliveries is required. Special arrangements or considerations must be noted prior to accepting the service proposal. Carry up delivery will result in additional charges.

19. Work Environment - Free and clear access to the work site for delivery, staging and installation is required. Electricity, heat, hoisting, lighting and elevator service will be furnished as required without charge to Interphase. Floors covered by this proposal shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of merchandise.

NOTE: Furniture deliveries/installations should not be performed side-by-side with other construction trades. The overlap in building construction and furniture installation increases the potential of additional costs brought about due to the quantity of personnel and equipment with simultaneous deadlines. Any damage caused by other trades will be the Customer's responsibility.

20. Working Hours - Normal delivery and installation services (including drive time) are conducted between the hours of 7:00 AM and 4:00 PM Eastern Time, Monday through Friday, excluding holidays. Services performed times and/or days other than normal may result in additional charges which may or may not include overtime billed at 1.5 times standard billing rates. 21. Staging Areas - Staging areas will be provided by Customer on the same floor and within the workspace.

22. Timeframes - Changes in the number of days allowed to complete the delivery and installation may result in additional charges.

23. Rework Preparation - Workstations, files, drawers, etc. shall be emptied/boxed/clear of space before the arrival of installation crews.

24. Trash Removal - Interphase will remove and discard trash related to the delivery and installation of furniture.
 25. Final Cleaning - Interphase will wipe down the installed furniture after installation. Excessive cleaning necessary due to debris and dust by other trades is not included.

26. Punch List - Interphase will provide a project punch list to Customer upon significant completion of the installation.

27. Interphase will not be liable for damages not caused by its actions or negligence.

28. Insurance – Interphase will carry public liability, worker's compensation, property damage and automobile/truck insurance. Fire, tornado,

earthquake, flood, vehicle, general liability and other causality insurance related to the job site, the product, or the transit of the product will be provided and paid by Customer. Customer shall be solely responsible for insurance coverage for the product from the time ownership passes to Customer, under these Terms and Conditions.

Pricing subject to change daily. A 50% deposit is required at time of order entry.

Customer Signature

Date