WORKSPACE Interiors by Office DEPOT

Proposal

Date: 2/4/2021
Reference #: Budget

1246 Silber Road
Houston TX 77055

Rosalinda Gonzalez
Business Development Manager
713.443.4885 ph
Rosalinda.Gonzalez@WorkspaceInteriorsod.com

Idea Public Schools Headquarters
Tampa Region

Budget Regional Pricing for 2021-2022

Item	Qty	Product	Sell Price:	Unit	Extended
1	1	**Order Note:** Omnia Region 4 Contract R191812		$0.00	$0.00
2	1	**Order Note:** Pricing is based on purchases from February 1, 2021 to September 1, 2021		$0.00	$0.00
3	1	**Order Note:** Regional budget pricing is based on the furniture model WITHOUT Pre-KI for 2021-2022		$0.00	$0.00
4	1	**Order Note:** Pricing is based on delivering and installing in a free and clear space with an approved Certificate of Occupancy		$0.00	$0.00
TAMPA					
5	1	**Idea Hope** Year 1-Without Pre-K		$187,065.00	$187,065.00
6	1	**Idea Victory Vinik** Year 1-Without Pre-K		$187,065.00	$187,065.00
			Total:		**$374,130.00**

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Proposal Notes

Deposit Required:

Additional Information:

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P r o p o s a l

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TERMS AND CONDITIONS OF PURCHASE (FURNITURE)

1. Office Depot, Inc. ("Office Depot") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and Office Depot's 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 Office Depot will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below.
2. All prices are firm for thirty (30) days from date of proposal.
3. Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after any outstanding issues are resolved.
4. All orders are subject to credit approval.
5. Office Depot requires a minimum deposit equaling 50% on all orders over $20,000. 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 as set forth in Section 4 above.
6. All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
7. An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
8. Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. 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.
9. Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to Office Depot at the time of sale, extra labor charges at prevailing rates may apply.
10. If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
11. Electric current, heat, hoisting and/or elevator service will be furnished without charge to Office Depot.
12. Floors shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of products.
13. 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 shall pay a warehouse charge payable monthly. Double handling of a product will be charged at our normal hourly rate.
14. Office Depot makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to Office Depot in writing within five (5) days after delivery or installation of the products and if no claim is so received by Office Depot it will be conclusively presumed that Customer has accepted and that the products are as represented.
15. No liability shall accrue against Office Depot as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
16. Office Depot retains, and Customer hereby grants to Office Depot, 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, Office Depot shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
17. Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that Office Depot will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
18. Manufacturer warranties apply for parts only. Labor is not included.
19. It is Customer's responsibility to furnish a certified electrician to "hardwire" cubicle stations to building power.
20. All items set forth in the quotation are non-returnable.
21. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
22. Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
23. These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer has read and understands these terms and conditions of purchase.

Customer: _____ Address: _____

Customer's Signature: _____ Title: _____

Print Name: _____ Date: _____

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Special Instructions:

Proposal valid for 30 days

Financing options available, ask our team about our **Furniture Leasing Program**.

Please note: a deposit is required on all furniture orders prior to order placement

One of the following is required prior to placing your order: Signed Terms and Condition, Furniture Agreement on file or a Workspace Interiors Furniture Addendum on file

Workspace Interiors may require additional credit information, prior to placing your order

The appropriate tax will be applied at the time of invoicing

This proposal contains **Special Order** items that are **Not Returnable**

Once an order is placed, cancellations are **Not Allowed**.

Estimated leadtime is subject to the manufactures production / shipping schedule