



**SIERRA**  
SCHOOL EQUIPMENT CO.

## Proposal

**Sierra School Equipment Company**  
PO Box 80667  
Bakersfield, CA 93380-0667  
Phone: 661-399-2993  
Fax: 661-399-0218  
Email: sales@ssecinc.com  
www.ssecinc.com

Order Number	116732
Date	04/09/2025
Customer PO No	
Customer Name	Mt. Diablo USD
Account Rep	Wayne MacMartin
Project Number	
Terms	NET 30
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T Mt. Diablo USD  
O 1936 Carlotta Drive  
Concord, CA 94519

ATTN: Accounts Payable  
Email: acctspay@mdusd.org

S Mt. Diablo High School - C07CNCD  
H 2450 Grant Street  
I Concord, CA 94520  
P

T  
O ATTN: Carolann Ianora  
Phone: 925-825-7440 x3741  
Email: ianorac@mdusd.org

Line	Quantity	Description	Unit Price	Extended Amount
1	400.00 Each	T-HC-BOOM282836-CH-HPL1-PVC-ADM-TLM-TOP EDGE-AE Boomerang Desk HPL Laminate: High Rise Powder Coat Painted Frame: Chrome Adjustable Height 22-30" Armor Edge-Charcoal Marquis Swivel Nylon Glides	169.81	67,924.00
2	400.00 Each	C-EXP-4LEG18-CH-SC EXPLORER 4-LEG STACKING CHAIR 18" Senior Shell Color: Burgandy Frame: Chrome Fixed Seat 18" Height Marquis Swivel Nylon Glides	52.29	20,916.00
4	1.00 Each	LABOR Labor to receive, deliver, and install M-F during normal business hours.	11,000.00	11,000.00
5	1.00 Each	FREIGHT Alumni freight	2,500.00	2,500.00

Order Sub-Total :	\$102,340.00
9.7500%-CONCORD-94520-2251-CONTRA COSTA :	\$8,905.65
<b>TOTAL ORDER :</b>	<b>\$111,245.65</b>

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED. THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE.

Proposal is based on Arvin USD Piggyback Contract 2023-24-012.

**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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## SIERRA SCHOOL EQUIPMENT COMPANY TERMS AND CONDITIONS

### Purchase and Sale

- All prices quoted shall remain valid for 30 days. Acceptance of the Seller's written quotation shall be evidenced by delivery of Buyer's written confirmation or written purchase order incorporating all of the provisions of Seller's quotation and these Terms and Conditions.
- A deposit of at least 50% of the invoice price of all goods and services may be required as a condition of order. The Seller shall render its invoice for balance due upon delivery and installation of the goods. Partial deliveries are to be paid upon presentation of invoice covering each partial shipment.
- Prices are subject to applicable federal, state, and local taxes. Buyers who are exempt from taxes shall provide the seller with copies of exemption certificates upon acceptance of this proposal.
- Balance of the purchase price is due according to the terms stated on the Invoice. Any invoiced amounts that are not paid when due shall bear a monthly service charge of 1.5% of the overdue amount (or an annual rate of 18%) until paid in full.
- Sales tax is included on the proposal and will be updated at time of delivery.

### Delivery and Installation

- If requested by Buyer, delivery and installation at the job site will be provided so long as the site provides safe access and is free of obstacles to the proper installation of goods. Should installation require electric current, heat, lighting, hoisting, and or elevator, service shall be furnished without charge to Seller. Buyer shall cause to be provided adequate facilities for off-loading, staging, moving and handling of merchandise. Permits and licenses are the responsibility of the Buyer.
- Delivery and installation shall be made Monday through Friday during normal working hours (8:00am – 5:00pm) unless otherwise specified. Additional labor costs resulting from overtime work performed at Buyer's request shall be paid for by Buyer.
- Delivery times are predicated on factory scheduling. Times are subject to factory delays, transit time, strikes, etc.
- It is assumed under this proposal, unless noted otherwise, that the customer's project site will be ready to immediately receive product. Unless noted and agreed to otherwise, the project site is to be free of other trades and/or existing furniture and equipment, with clear access to the area where furniture is to be installed. If furniture is to be installed above or below the ground floor, an operational elevator must be available for use. Stair carry must be communicated prior at the time of proposal, and if not will be an additional charge. All orders must be accepted by the customer for delivery within 30 calendar days of receipt of the product. Any delays beyond 30 calendar days will result in Storage Charges and a Partial Billing for an agreed upon percentage of the projects total cost to cover material costs. The Completes Billing will be issued once the product has been delivered and installed. Storage Charges will be charged at the rate of \$1.50 per square foot of space utilized. Any additional labor caused by delays, excess handling, special equipment and storage not the direct fault of Sierra School Equipment Company or the Manufacturers, will be charged back to the client. Charges for storage and excess handling will be included on the Final Billing.
- INSPECTION ACCEPTANCE:** Buyer agrees to complete an inspection of product upon receipt of product and inform immediately the Seller of any damage or product not conforming to the Purchase Order. Upon signing of the Delivery Receipt, the Buyer agrees that the product is in acceptable condition and completes the Purchase Order as requested.

### Cancellation and Change

- Any modification to an accepted order must be mutually agreeable and are subject to the manufacturer's and Seller's approval. Changes must be made via revised purchase order, change order or signed and dated revised quotation.
- CONTRACT MERCHANDISE IS NOT RETURNABLE.** Stock merchandise may be accepted for return based on manufacturer's policy. Items accepted for return may be subject to a 25% (or factory scheduled restocking charge plus freight charges).
- If delivery or installation is delayed at the request of Buyer, payment shall be due upon the date Seller is prepared to make delivery or accomplish installation. Further, if delivery or installation is delayed at the request of Buyer, Buyer shall pay any storage fees and freight and handling charges incurred by the Seller or, if said goods are stored by Seller, Buyer shall pay a reasonable storage charge.

### Warranties and Claims

- Unless otherwise specified, all furniture is warranted by Seller to be free from defects in materials and workmanship for the period of time each manufacturer provides on its product from date of delivery. Manufacturer's warranties will apply with any charge for labor at the prevailing rates. It is expressly agreed that this warranty is in place and in lieu of all warranties of fitness and merchantability.
- All claims for shortage, damages or mis-shipped merchandise must be made in writing within five (5) days after the receiving date. In case of drop shipments where product is delivered without installation, Buyer will be responsible to file necessary freight claims in the event of damage.

### Miscellaneous

- If any part of these Terms and Conditions is held by a court or tribunal of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired in any way.
- This agreement and all the rights and obligations of the parties shall be governed by the laws of the State of California. If Seller retains an attorney to enforce its rights under this agreement, Buyer agrees to pay reasonable attorneys fees and court costs.
- The Seller retains a security interest in the merchandise until it is fully paid. Buyer assumes all risk of loss of delivered product and shall not be released from any obligations under this agreement due to product loss, damage, or disrepair following delivery and acceptance. Buyer will provide information necessary for preparation of and will execute one or more Financing Statements upon request of Seller.