

Yonkers-The Robert Halmi Sr. Academy of Film and TV - VS America Items

Quote Number	13503
Date	03/27/2024
Customer PO No	
Customer Account	YONPUB
Terms	50% DEP, 50% PRIOR TO DELIVERY
Salesperson	JSmith/RShamah
Page	1 of 3

Alianza Services LLC 74 North Broadway 2nd Floor South Nyack, NY 10960

Phone: 845.675.7337 www.alianzacorp.com

S Yonkers Public Schools
O 1 Larkin Center
L Yonkers, NY 10701

T ATTN: Accounts Payable
O

Robert Halmi Sr. Academy of Film & Television

Sol Hawthorne Ave
Yonkers, NY 10705

A
ATTN: Michael Pelliccio
Phone: (914) 426-4370
Email: mpelliccio@yonkerspublicschools.org

A

Purchase Order Must Read As Follows: VS America, Inc. c/o Alianza Services LLC 1940 Abbott Street Charlotte, NC 28203

Reference NYS Contract #PC70294

Alianza Team Members:

Sales, Jen Smith, jensmith@alianzacorp.com,

Project Coordinator, Rayna Shamah, rshamah@alianzaduffy.com,

Line	Quantity	Catalog Number/Description	List	Unit Price	Extended Amount
4	1.00 Each	VS America Inc. 00000 Student Classroom Furniture : :	465,344.00	349,008.00	349,008.00
5	1.00 Each	Office Fix LLC DELIVERY Delivery and Installation :Non-union labor :Regular business hours :Trash removal :30 days free storage, fee based thereafter :Area must be free and clear :	62,821.00	62,821.00	62,821.00

Total: \$411,829.00

0% Sales Tax: \$0.00

GRAND TOTAL: \$411,829.00



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Alianza Services LLC Standard Terms & Conditions of Sale (Other Terms & Conditions may apply under separate cover)

These Terms and Conditions constitute a part of the offer of customer to purchase the goods described on the attached proposal and form a contract between the customer and Alianza Services LLC. The signature of the customer constitutes a firm offer. These Terms & Conditions are superseded by any contradictory terms and conditions included in a contract between Alianza Services LLC and the customer in effect at the time of purchase. In such a case, these Terms & Conditions require no signature.

- 1. **ORDER PROCESSING:** Alianza Services LLC will place the customer's order for products and services after approval of customer's credit, receipt of signed proposal, deposit check, if necessary, and customer purchase order (if applicable). Any delivery and/or installation dates quoted are approximate.
- 2. **PRICES:** Prices in this proposal are based on manufacturer's list prices and will be held for 30 days from proposal date, subject to manufacturer's price increases, if any. Should project size or scope change, list prices and discounts may be subject to changes accordingly. Installation pricing is based upon non-union labor rates, unless otherwise specified. Freight, delivery and installation are not included in the price of products and will be added to invoices if applicable. Voice and data communication cabling within the furniture are not included in this proposal.
- 3. SALES TAX: Sales tax will be included on the invoice unless the customer provides Alianza Services LLC with a valid sales tax exemption certificate.
- 4. CHANGES, CANCELLATIONS AND RETURNS: The order for the goods may not be changed or cancelled by the customer without our written consent. Approved cancellations will be subject to the manufacturer's standard cancellation charges. Additionally, an administrative charge of 15% of the purchase price will be paid to Alianza Services LLC. All sales are final
- 5. **CHANGE ORDERS:** Any modification to the sales order that affects the purchase price or the products and services to be purchased will be reflected in a revised proposal. The client must authorize all changes in writing in order for them to be implemented.
- 6. **DEPOSITS:** All orders are subject to deposits with the order. The amounts of the deposits are determined by the Alianza Services LLC credit department upon review of the customer's credit application.
- 7. **INVOICING:** Invoices will be tendered in full on all items received or being held by our customer, including delivery and installation charges. Invoices for product only will be tendered within 15 days for all items received in our warehouse. Charges for delivery and installation from our warehouse will be billed when the services are provided.
- 8. **STORAGE CHARGES:** In the event that the client cannot accept the shipment according to schedule, Alianza Services LLC will provide free storage for thirty days. After that time the customer will be charged for storage.
- 9. **PAYMENT TERMS:** Payment terms will be noted on the proposal and on the customer acknowledgement. Customers with open credit must pay within the terms specified. Payment by credit card will result in additional costs to be passed on to the customer. If customer is dissatisfied at the time of installation/delivery, it should be noted on a Punch List. Customer may delay payment of up to 10% of the invoice, without penalty, until all Punch List items are corrected to customer's satisfaction. However, it is expressly understood that the remaining 90% of the invoice is due and payable under the credit terms extended by seller, regardless of the presence or extent of Punch List items.
- 10. **INSTALLATION AND DELIVERY:** Services are provided during normal business hours. Additional charges will be applicable if services are requested for times or days other than normal, if special handling or equipment is required, if moving of products other than delivered is required, or any unusual conditions exist that were not made known to Alianza Services LLC at time of sale. Customer will provide adequate staging areas and facilities for the efficient movement of the product including elevator service. Customer will provide clear installation sites, free of all debris and interference from other trades, to insure an efficient installation. Customer will provide, without charge to Alianza Services LLC, electrical power and the services of an electrician (where wiring hook-ups are required by a licensed electrician). Customer will be responsible for the security of the installation site.
- 11. **TITLE:** Title to the merchandise passes to the customer only when the full purchase price and all other charges under this agreement have been paid in full. In the event of any default in payment, Alianza Services LLC has the right of repossession of all merchandise 90 days after the due date of the invoice.
- 12. **LIABILITIES, REMEDIES AND WARRANTIES:** Customer agrees to advise Alianza Services LLC within five working days after date of delivery of a defect, non-conformity, error or shortage in the product. Failure to so advise within that five day period shall constitute a waiver of any rights they might otherwise have under the contract for any such defect, non-conformity, error or shortage. The liability of Alianza Services LLC is expressly limited as follows: a) For defects in the product, Alianza Services LLC shall have no liability except to assign or pass on the warranty of the manufacturer; b) For damage to the product, Alianza Services LLC shall have no liability to repair or replace the products unless the damage of loss was caused by Alianza Services LLC or their subcontractor;
- c) For delay in delivery and installation, Alianza Services LLC shall have no liability where the primary cause of such delay is attributed to any cause beyond the reasonable control of Alianza Services LLC; d) Alianza Services LLC shall have no liability to customer for loss of profits, use, or other special or consequential damages whatsoever. The remedy of customer for any claimed breach of this contract by Alianza Services LLC shall be limited to repair or replacement of any damage to the product caused solely by Alianza Services LLC. Alianza Services LLC warrants any work performed to be free from defect in workmanship for one year from date of installation.



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Signature:	Name:	Title:_	Date:	