

MEMO

TO: Carlos Jasso, UCP Coordinator
FROM: Olga Rosas, Grants/Fixed Assets Coord. *OR.*
DATE: January 31, 2013
RE: Public Services (General) - Mercedes Library

Attached please find the revised Price Proposal Form for the Mercedes Library for the purchase of an "L" shaped computer workstation for the Children's area. The items to be purchased through this contract will be utilizing the UC City funds. Please review and if everything is in order please approve the vendor for purchase.

Should you have any questions or require further documentation, please contact me at (956) 565-3114, Ext. 129.

(956) 565-3114 400 So. Ohio Ave. P.O. Box 837 Mercedes, Texas 78570



Quote No. Q1641-B

LIBRARY INTERIORS OF TEXAS, LLC

401 Congress Avenue, Suite 1540
 Austin, TX, 78701
 P. 888-689-5489 (LUTX)
 F. 888-690-5489 (LUTX)

Issued By: Trevor Taylor - ttaylor@ltx.com

Vendor Contract #: 337-10

Date: 1/22/2013

Library Interiors - TX Project ID: Q1641-B



Bill to: Dr. Hector P. Garcia Memorial Library
 434 South Ohio
 Mercedes, Texas 78570
 Contact: Marisol Vidales
 Phone: 956-565-2371
 email: mvidales@cityofmercedes.net

Ship-to: Dr. Hector P. Garcia Memorial Library
 434 South Ohio
 Mercedes, Texas 78570
 Contact: Marisol Vidales
 Phone: 956-565-2371
 email: mvidales@cityofmercedes.net

T2 Design Product Quotation

Item	Color/Finishes	Quantity	Part #	Description	Unit List	Ext List	Disc	Net Each	Ext Net
Item 1	Med Oak - to match existing	1		Freestyle Desk System - Fixed Height 90 Degree	6,499.00	6,499.00	30%	4,549.30	4,549.30

State of Texas - BuyBoard Contract #337-10: School, Office, Science, Library & Dormitory Furniture

Product Supplied and Delivered: 4,549.30

Installation: 495.00

Total: \$5,044.30





Vendor Contract Information

[Proposal Document](#)

[Back](#)

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Vendors

Library Interiors of Texas[X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

Vendor Name: Library Interiors of Texas
Address: 401 Congress Avenue, Ste 1540
 Austin, TX 78701
Phone Number: (888) 689-5489
Alternate Phone Number: (512) 921-8497
Email: rachel@LI-TX.Com
Federal ID: 26-0684851
Contact: Rachel Taylor
Accepts RFQs: Yes
Minority Owned Vendor: No
Women Owned Vendor: Yes
Contract Name: Furniture - School, Office, Science, Library & Dormitory
Contract#: 337-10
Effective Date: 04/01/2010
Expiration Date: 03/31/2013
Payment Terms: Net 30 days
Delivery Days: 30
Shipping Terms: FOB Destination
Freight Terms: FOB Destination
Ship Via: Common Carrier
Region Served: All Texas Regions
States Served: Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming

Quote Reference Number: 337-10

Return Policy: 25% restocking fee for standard products, after authorization.

Regulatory Notice: BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011 (h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.



Search Results

Search:

Show 25 results

Narrow Results:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Vendors

Library Interiors of Texas[X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

Search by Vendor

Browse Contracts

Resources

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Library Interiors of Texas [MWBE]	36% Discount off Esquilino catalog for School Furniture.	Pricing Sheet	\$0.00		Add Show Details
Library Interiors of Texas [MWBE]	23% Discount off Grafco-Toledo catalog for School Furniture.	Pricing Sheet	\$0.00		Add Show Details
Library Interiors of Texas [MWBE]	26% Discount off Leland catalog for Library Furniture.	Pricing Sheet	\$0.00		Add Show Details
Library Interiors of Texas [MWBE]	35% Discount off Toledo catalog for School Furniture.	Pricing Sheet	\$0.00		Add Show Details
Library Interiors of Texas [MWBE]	25% Discount off P2 Workspace catalog for School Furniture.	Pricing Sheet	\$0.00		Add Show Details
Library Interiors of Texas [MWBE]	20% Discount off T2 Brand catalog for Library Furniture.	Pricing Sheet	\$0.00		Add Show Details
Library Interiors of Texas [MWBE]	42% Discount off Tenssco/Estey catalog for Library Furniture.	Pricing Sheet	\$0.00		Add Show Details
Library Interiors of Texas [MWBE]	23% Discount off Grafco-Toledo catalog for Library Furniture.	Pricing Sheet	\$0.00		Add Show Details
Library Interiors of Texas [MWBE]	36% Discount off Esquilino catalog for Library Furniture.	Pricing Sheet	\$0.00		Add Show Details
Library Interiors of Texas [MWBE]	25% Discount off P2 Workspace catalog for Science Furniture.	Pricing Sheet	\$0.00		Add Show Details
Library Interiors of Texas [MWBE]	23% Discount off Grafco-Toledo catalog for Science Furniture.	Pricing Sheet	\$0.00		Add Show Details
Library Interiors of Texas [MWBE]	25% Discount off P2 Workspace catalog for Library Furniture.	Pricing Sheet	\$0.00		Add Show Details
Library Interiors of Texas [MWBE]	42% Discount off Tenssco/Estey catalog for Office Furniture.	Pricing Sheet	\$0.00		Add Show Details
Library Interiors of Texas [MWBE]	28% Discount off Paladin catalog for Library Furniture.	Pricing Sheet	\$0.00		Add Show Details
Library Interiors of Texas [MWBE]	26% Discount off Leland catalog for Office Furniture.	Pricing Sheet	\$0.00		Add Show Details
Library Interiors of Texas [MWBE]	8% Discount off Kingsley catalog for Library Furniture.	Pricing Sheet	\$0.00		Add Show Details
Library Interiors of Texas [MWBE]	20% Discount off T2 Brand catalog for Office Furniture.	Pricing Sheet	\$0.00		Add Show Details
Library Interiors of Texas [MWBE]	36% Discount off Esquilino catalog for Office Furniture.	Pricing Sheet	\$0.00		Add Show Details

Showing 1 to 18 of 18 entries

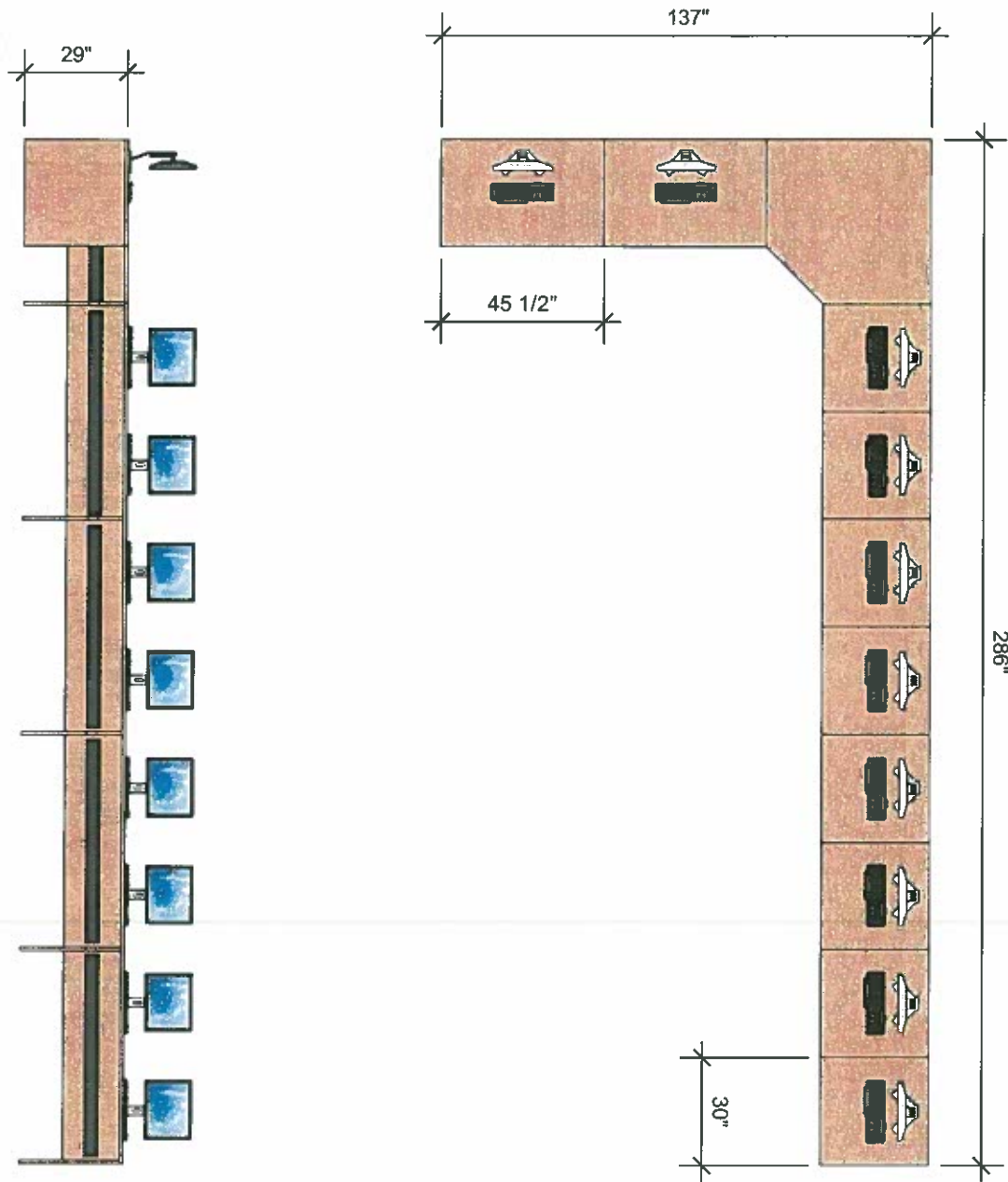
First Previous **11** Next Last

Manufacturer	Product Name	Description	Unit of Measure	List Price	Percentage Discount
T2 Design	Freestyle Desk System - Fixed Height Straight Modules	Straight Modules 48" - 60" 26"-42" high (specify height required)	Each	\$4,999.00	20%
T2 Design	Freestyle Desk System - Fixed Height 60 Degree	60 Degree Curved Modules 26"-42" high (specify height required)	Each	\$5,999.00	20%
T2 Design	Freestyle Desk System - Fixed Height 90 Degree	90 Degree Curved Modules 26"-42" high (specify height required)	Each	\$6,499.00	20%
T2 Design	Freestyle Desk System - Adjustable Straight	Motorized Adjustable Height. Straight Modules 48" - 60" Adjustable 26"-42" high	Each	\$6,499.00	20%
T2 Design	Freestyle Desk System - Adjustable 60 Degree	Motorized Adjustable Height. 60 Degree Curved Modules. Adjustable 26"-42" high	Each	\$7,499.00	20%

T2 DESIGN

360 Nuces Street #3509
Austin, Texas 78701

P: 512-964-2790 F: 512-382-7746



IZ DESIGN

MJT

DRAWN BY
MJT
DESCRIPTION
COMPUTER DESK

PROJECT NO.
D1641
PROJECT

ISSUE
9/17/12

CLIENT
MERCEDES PUBLIC
LIBRARY





12 DESIGN

DRAWN BY
MJT
DESCRIPTION
COMPUTER DESK

PROJECT NO.
D1641
PROJECT

ISSUE
9/17/12

CLIENT
MERCEDES PUBLIC
LIBRARY



LIBRARY INTERIORS OF TEXAS, LLC - TERMS AND CONDITIONS OF SALE

Please read these terms and conditions carefully. All orders for goods and any related services ("Products") by any buyer ("you") from Library Interiors of Texas, LLC ("L-I-T-X") are governed by these terms and conditions.

1. **Exclusive Terms.** L-I-T-X AGREES TO SELL ITS PRODUCTS ONLY ON THESE TERMS AND CONDITIONS. L-I-T-X EXPRESSLY OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS IN YOUR PURCHASE ORDER OR SIMILAR DOCUMENT. No action by L-I-T-X shall be construed as an acceptance of any additional or different terms. You shall be deemed to have accepted these terms and conditions by any written indication of acceptance, by submitting an order in response to a quotation, by any action affirming your order without objection to these terms and conditions, by accepting any whole or partial shipment of Products, or by making any whole or partial payment to L-I-T-X.

2. **Price.** Unless L-I-T-X agrees otherwise in writing, you agree to pay L-I-T-X's price in effect at the time an order is accepted by L-I-T-X for all products and services ordered. Prices do not include freight, insurance, installation, export fees, storage, duties, or sales, use, or excise taxes, any special processing, handling, packaging, or other special treatment, or any other charges, fees, or taxes, all of which are your responsibility, provided, however, that the price shall include ocean freight, duties, and other costs incurred, if any, to bring the Products to the United States. L-I-T-X reserves the right, by giving you notice at any time before delivery, to increase the price of the Products to reflect any increase in the manufacturing or production cost to L-I-T-X, any change to delivery dates, quantities or specifications for the Products requested by you, or any delay caused by your instructions or your failure to give L-I-T-X adequate information or instructions.

3. **Cancellation of Orders.** You may not cancel an order, in whole or in part, without the written consent of L-I-T-X. No cancellation will be accepted by L-I-T-X except on terms that will fully indemnify and reimburse L-I-T-X against loss, including recovery of all costs incurred by L-I-T-X, and including indirect and overhead charges and profit.

4. **Delivery.** You acknowledge that shipment dates and delivery dates are estimates only. L-I-T-X agrees to use reasonable efforts to meet the estimated shipping date subject to your prompt provision of all necessary specifications and information, however, L-I-T-X will not be held responsible for any failure to meet an estimated date. If you request a delay in shipment, L-I-T-X shall have the right to (i) bill you for the Products at the initial requested delivery date, and (ii) bill you for any storage charges incurred. In the case of delivery of Products by installments, you agree that you will not treat the delivery of factory Products in any one installment or the late delivery or non-delivery of any one installment as a repudiation of the whole contract. Unless special shipping instructions are received and accepted by L-I-T-X before the shipment date, L-I-T-X shall, in its sole judgment, determine the means and routing of shipment, or store the Products at your expense until you provide shipping instructions.

5. **Risk and Title to Products.** Unless otherwise expressly agreed by L-I-T-X, all shipments are F.O.B. point of shipment. "Point of shipment" shall be, as applicable: L-I-T-X's dock; for drop shipments, manufacturer's or distributor's dock; for international Products, the United States point of entry. Title will select the origin of all shipments, and all delivery destinations will be subject to L-I-T-X's approval. Title to and risk of loss for Products will pass at the F.O.B. point.

6. **Exclusion of Warranties.** You acknowledge that L-I-T-X is not the manufacturer of the Products, and therefore [a] L-I-T-X MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS, and [b] L-I-T-X EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All Products are warranted only to the extent of the manufacturer's warranties, which L-I-T-X will provide to you at your request.

7. **Limitation of Remedies and Damages.** L-I-T-X's liability and your remedies under this Agreement will be limited solely to replacement or credit, at L-I-T-X's option, with respect to Products for which L-I-T-X has received, within thirty (30) days after your receipt of the Products, evidence satisfactory to L-I-T-X of defective or incorrect Products. L-I-T-X'S LIABILITY WILL IN NO EVENT BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCTS. L-I-T-X WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCE, FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OF OR INABILITY TO USE THE PRODUCTS OR FROM THE PRODUCTS BEING INCORPORATED IN OR BECOMING A COMPONENT OF ANY OTHER ARTICLE. NEITHER PARTY WILL HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER, OR TO ANY THIRD PARTY, ARISING FROM ANY BREACH OF THIS AGREEMENT.

8. **Variations.** Any minor shortages or defects that do not materially affect the use for which the Products are intended will not affect the terms of payment. Products, specifications, and colors may differ slightly from those illustrated in L-I-T-X's literature and samples. Any typographical or clerical omission in any sales literature, price list, quotation, acceptance of offer, invoice or other document or other information issued by L-I-T-X shall be subject to correction without any liability on the part of L-I-T-X.

9. **Claims.** L-I-T-X's responsibility for shipment shall cease upon delivery to the carrier. All other claims for damages or loss occurring in shipment shall be made by you directly to the carrier. All other claims for damages, defects, loss, shortages, or incorrect Products must be made within fourteen (14) days after receipt of the Products, unless otherwise agreed by the parties in writing. YOUR FAILURE TO MAKE ANY CLAIM WITHIN THE SPECIFIED TIME PERIOD WILL RESULT IN THE UNCONDITIONAL WAIVER OF THAT CLAIM. L-I-T-X reserves the right to accept or reject any claim in whole or in part. L-I-T-X shall not be responsible for any defects caused by your willful or negligent acts, incorrect storage or installation of the Products, or normal wear and tear. Any claim based on a manufacturer's warranty shall be made within the period prescribed by the warranty.

10. **Credit Report and Payment.** You hereby give L-I-T-X permission to make all reasonable inquiries into your credit history. Following such reviews, L-I-T-X will notify you of the payment terms for your orders, which will be one of the following:

(a) **Net 30 Days.** All amounts for the Products ordered are due within 30 days of date of L-I-T-X's invoice for the Products.

(b) **25% Down, Net 30 Days.** You must pay 25% of the order amount upon notice from L-I-T-X of the terms of payment, and the remaining balance is due within 30 days of date of L-I-T-X's invoice for the Products.

(c) **50% Down, Net 30 Days.** You must pay 50% of the order amount upon notice from L-I-T-X of the terms of payment, and the remaining balance is due within 30 days of date of L-I-T-X's invoice for the Products.

(d) **100% Down or Payment Bond.** The full price of all orders must be paid upon notice from L-I-T-X of the terms of payment. Alternatively, you may provide a payment bond or other security acceptable to L-I-T-X.

If you are required to make a down payment under the preceding payment terms, L-I-T-X may not process your order for Products under this contract until such down payment is received by L-I-T-X. If payment is not made in full by the due date, L-I-T-X may charge interest at a rate of up to 1 1/2% per month (18% per year compounded monthly) on the amount outstanding until it is paid in full. You agree that you will not withhold payment of any amount due because of any other claims or set-off you may have against L-I-T-X.

11. **Collection and Other Fees.** You agree to pay L-I-T-X all costs, including reasonable attorneys fees, incurred by L-I-T-X in collecting amounts you owe to L-I-T-X or in otherwise enforcing, asserting, or defending these terms and conditions.

12. **Indemnity.** If the Products are to be manufactured or any process is to be applied to the Products in accordance with a specification submitted by you, you hereby indemnify L-I-T-X against all loss, damages, costs and expenses awarded against or incurred by L-I-T-X in connection with or paid or agreed to be paid by L-I-T-X in settlement of any claim whatsoever including, but not limited to, infringement of any patent, copyright, design, trademark or other intellectual property rights of any other person that results from L-I-T-X's use of your specification.

13. **No Installation.** These terms and conditions do not govern the installation of any Products purchased from L-I-T-X. Please refer to your installation agreement for the terms relating to installation.

14. **Force Majeure.** L-I-T-X shall not be responsible for any failure or delay in the performance of any of its obligations due to causes beyond its control, including, without limitation, fire, storm, flood, freeze, accident, riots, acts of government, labor disputes, failure or delays of energy, wars, acts of terrorism, nuclear, public disorders and acts of God.

15. **Disputes.** Any disputes relating to these terms and conditions shall be decided in accordance with the laws of the State of Texas without reference to conflicts of laws principles. Exclusive jurisdiction and venue of any lawsuit relating to this contract shall lie in the state and federal courts of Travis County, Texas.

16. **Miscellaneous.** The invalidity or unenforceability of any of these Terms and Conditions shall not affect the validity or enforceability of any other Terms and Conditions. Any delay or failure by L-I-T-X in enforcing its rights shall not be construed as a waiver of those rights. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, legal personnel, representatives, successors and assigns, but shall not be assignable by you without the written consent of L-I-T-X. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior agreements, representations, warranties, statements, promises, arrangements, and understandings, whether written or oral, expressed or implied with respect thereto. Any changes or amendments to these Terms and Conditions must be agreed in writing by both parties.