

Quote No. Q2006-C

LIBRARY INTERIORS OF TEXAS, LLC

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

Bill to: Dr. Hector P. Garcia Memorial Library
 434 South Ohio Street
 Mercedes, TX
 Contact: Marisol Vidales
 Phone: 956 565 2371

Library Interiors - TX Project ID: Q2006-C

Date: 12/1/2015

Vendor Contract #: 14/022CG-07

Issued By: Michael Taylor

Ship-to: Dr. Hector P. Garcia Memorial Library
 434 South Ohio Street
 Mercedes, TX
 Contact: Marisol Vidales
 Phone: 956 565 2371

| Item | Colors/Finishes | Quantity | Part # | Description | Unit List | Ext List | Disc | Net Each | Ext Net |
|------|-----------------|----------|--------|-------------|-----------|----------|------|----------|---------|
| | | | | | \$ | \$ | % | \$ | \$ |

Choice Partners - Instructional Furniture Contract Number 14/022CG-07 - July 15, 2014 / 5

| | | | | | | | | | |
|--------|-----|---|----------------|---|----------|----------|-----|----------|----------|
| Item 1 | TBD | 5 | 4541-S | Arcadia Serafina Ganging Lounge Chair: Fixed Legs, Armless. | 1,384.00 | 6,920.00 | 35% | 899.80 | 4,498.00 |
| Item 2 | TBD | 4 | 4545-O | Arcadia Serafina Connecting Bridge Table, 45 Degree - Open | 790.00 | 3,160.00 | 35% | 513.50 | 2,054.00 |
| Item 3 | TBD | 4 | BRT-C | Arcadia Bridge Rotating Tablet - Center | 267.00 | 1,068.00 | 35% | 173.55 | 694.20 |
| Item 4 | TBD | 1 | STAIN | ARCADIA CUSTOM STAIN MATCH FEE | 200.00 | 200.00 | net | 200.00 | 200.00 |
| Item 5 | TBD | 1 | FL-3060-KN-2SQ | Palmieri Fluid Study Table | 1,915.00 | 1,915.00 | 35% | 1,244.75 | 1,244.75 |
| Item 6 | TBD | 1 | STAIN | PALMIERI CUSTOM STAIN MATCH FEE | 200.00 | 200.00 | net | 200.00 | 200.00 |
| Item 7 | TBD | 4 | TJ.S.WW | Worden TJ Side Chair | 547.00 | 2,188.00 | 40% | 328.20 | 1,312.80 |
| Item 8 | TBD | 2 | TJ.S.WW/C | Worden TJ Side Chair with casters. | 599.00 | 1,198.00 | 40% | 359.40 | 718.80 |
| Item 9 | TBD | 1 | STAIN | WORDEN CUSTOM STAIN MATCH FEE | 200.00 | 200.00 | net | 200.00 | 200.00 |

Product Total: 11,122.55
 Delivery: 1,001.03
 Installation: 1,334.71

Total, supplied, delivered, and installed: \$13,458.29



Hub Certified

Library Interiors of Texas, LLC, standard terms and conditions of sale apply.



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 ("LITX") are governed by these terms and conditions.

- 1. Exclusive Terms.** LITX AGREES TO SELL ITS PRODUCTS ONLY ON THESE TERMS AND CONDITIONS. LITX EXPRESSLY OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS IN YOUR PURCHASE ORDER OR SIMILAR DOCUMENT. No action by LITX 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 LITX.
- 2. Price.** Unless LITX agrees otherwise in writing, you agree to pay LITX's price in effect at the time an order is accepted by LITX 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. LITX 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 LITX, 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 LITX adequate information or instructions.
- 3. Cancellation of Orders.** You may not cancel an order, in whole or in part, without the written consent of LITX. No cancellation will be accepted by LITX except on terms that will fully indemnify and reimburse LITX against loss, including recovery of all costs incurred by LITX, and including indirect and overhead charges and profit.
- 4. Delivery.** You acknowledge that shipment dates and delivery dates are estimates only. LITX agrees to use reasonable efforts to meet the estimated shipping date subject to your prompt provision of all necessary specifications and information; however, LITX will not be held responsible for any failure to meet an estimated date. If you request a delay in shipment, LITX shall have the right to (f) 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 faulty 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 LITX before the shipment date, LITX 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 LITX, all shipments are F.O.B. point of shipment. "Point of shipment" shall be, as applicable: LITX's dock; for drop shipments, manufacturer's or distributor's dock; for international Products, the United States point of entry. LITX will select the origin of all shipments, and all delivery destinations will be subject to LITX'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 LITX is not the manufacturer of the Products, and therefore (a) LITX MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS, and (b) LITX 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 LITX will provide to you at your request.
- 7. Limitation of Remedies and Damages.** LITX's liability and your remedies under this Agreement will be limited solely to replacement or credit, at LITX's option, with respect to Products for which LITX has received, within thirty (30) days after your receipt of the Products, evidence satisfactory to LITX of defective or incorrect Products. LITX'S LIABILITY WILL IN NO EVENT BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCTS. LITX 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 LITX'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 LITX, shall be subject to correction without any liability on the part of LITX.

9. Claims. LITX's responsibility for shipment shall cease upon delivery to the carrier. Any 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.** LITX reserves the right to accept or reject any claim in whole or in part. LITX 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 LITX permission to make all reasonable inquiries into your credit history. Following such reviews, LITX 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 LITX's invoice for the Products.
- (b) *25% Down, Net 30 Days.* You must pay 25% of the order amount upon notice from LITX of the terms of payment, and the remaining balance is due within 30 days of date of LITX's invoice for the Products.
- (c) *50% Down, Net 30 Days.* You must pay 50% of the order amount upon notice from LITX of the terms of payment, and the remaining balance is due within 30 days of date of LITX's invoice for the Products.
- (d) *100% Down or Payment Bond.* The full price of all orders must be paid upon notice from LITX of the terms of payment. Alternatively, you may provide a payment bond or other security acceptable to LITX.

If you are required to make a down payment under the preceding payment terms, LITX may not process your order for Products under this contract until such down payment is received by LITX. If payment is not made in full by the due date, LITX 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 LITX.

11. Collection and Other Fees. You agree to pay LITX all costs, including reasonable attorneys' fees, incurred by LITX in collecting amounts you owe to LITX 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 LITX against all loss, damages, costs and expenses awarded against or incurred by LITX in connection with or paid or agreed to be paid, by LITX in settlement of any claim whatsoever including, but not limited to, infringement or any patent, copyright, design, trademark or other intellectual property rights of any other person that results from LITX's use of your specification.

13. No Installation. These terms and conditions do not govern the installation of any Products purchased from LITX. Please refer to your installation agreement for the terms relating to installation.

14. Force Majeure. LITX 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, customs or other acts of government, labor disputes, failure or delays of energy, wars, acts of terrorism, riots, 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 LITX 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 LITX. 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.

RE: Quote Verification

From : Joann Nichols <jnichols@hcde-texas.org>

Wed, Dec 02, 2015 11:49 AM

Subject : RE: Quote Verification**To :** Monica Leal <monica.leal@co.hidalgo.tx.us>

Yes, ma'am. It goes right along with the contract. 35% discount for Arcadia and Palmieri and a 40% discount for the Worden objects.
All pricing seems to be in order.
Thanks for using Choice Partners!!

*Joann Nichols, RTSBA
713-696-2122*

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]**Sent:** Wednesday, December 02, 2015 11:42 AM**To:** joann@choicepartners.org**Subject:** Quote Verification

Good morning Ms. Joann,

Thank you for returning my call. As per our conversation, please assist me with the verification of the attached quote # Q2006-C from Library Interiors of Texas, LLC.

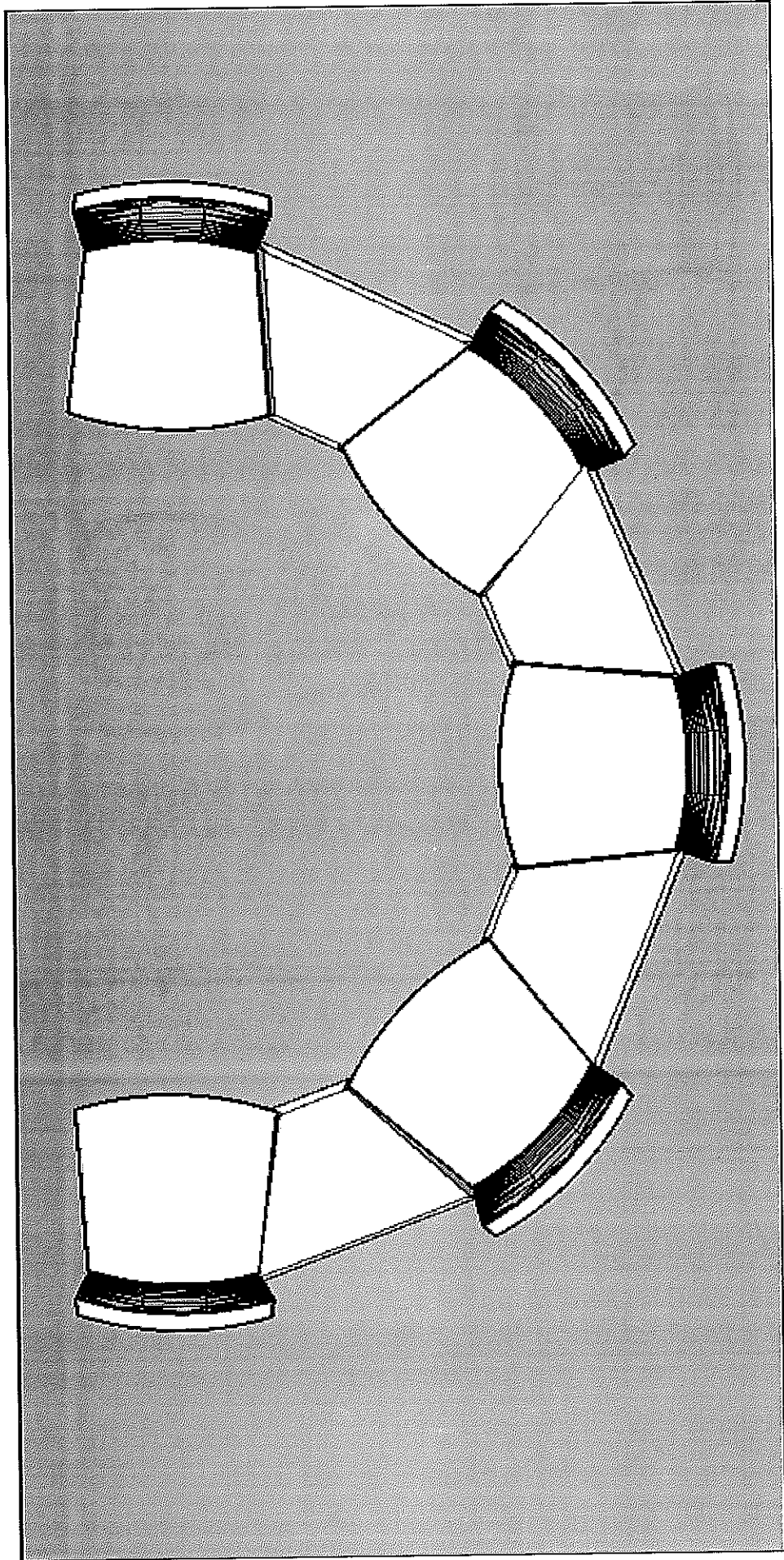
Any questions or concerns, please do not hesitate to contact me at your earliest convenience.

Respectfully,

Monica Leal

Program Coordinator
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Office: 956.787.8127 ext. 2235
Direct: 956.292.7000 ext. 2235

"For I know the plans I have for you declares the Lord, plans to prosper you, and not to harm you, plans to give you hope and a future" Jeremiah 29:11





Olga Rosas <orosas@cityofmercedes.com>

Quotation

Olga Rosas <orosas@cityofmercedes.com>

Fri, Oct 9, 2015 at 9:53
AM

To: Monica Leal <monica.leal@co.hidalgo.tx.us>

Good Morning Monica;

Attached below is a quote for the purchase of lounge chairs for the Mercedes Library. We will be utilizing Public Services General (Mercedes Library) FY 28 UC funds in the amount of \$13,000.00. Please review and confirm pricing through Choice Partners and upon approval I shall submit all pertinent documentation including a check for the overages to be covered by the City's general fund in the amount of \$458.29. Thank you.

[Quoted text hidden]

--

Olga Irene Rosas
Finance Department
Grants/Fixed Asset Coord.
City of Mercedes
400 S. Ohio Ave.
Mercedes, Texas 78570
Phn: (956) 565-3114, Ext. 129
Fax: (956) 565-2209
Email: orosas@cityofmercedes.com

 Urban County 2015 Q2006-B.pdf
174K



MEMO

TO: Monica Leal, UCP Coordinator
FROM: Olga Rosas, Grants Coord. *OR*
DATE: November 6, 2015
RE: Public Service – Mercedes Library

Attached please find a Price Proposal Form, Quote and Vendor Information for Library Interiors of Texas LLC. The Mercedes Library is purchasing Lounge Chairs for the Library utilizing the UC FY 28 (2015) funds in the amount of \$13,000 the cost overrun is being covered by the City's general fund upon approval and price verification a check will be forwarded to UC for the difference. Please review documentation and upon approval of a purchase order, please forward a copy to our office.

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



LIBRARY INTERIORS OF TEXAS

Recent Activity

October 27, 2015
Drury gains director position

October 20, 2015
Contracts awarded for Affordable Care Act auditing and more

[View All News](#)

Events

TASBO M&O, Safety and Texas Facility Masters Conference
November 11, 2015

TxPPA Fall Conference
November 11, 2015

Clean Air Through Energy Efficiency (CATEE)
December 1, 2015

[View All Events](#)

[<< Go Back](#)

CONTRACT Category:
Furniture

CONTRACT PARTNER: Library Interiors of Texas

CONTRACT NUMBER: 14/022CG-07

CONTRACT TERMS:

Initial Award Date: July 15, 2014

1st Renewal Start Date: July 15, 2015

Current Expiration Date: July 14, 2016

Renewals Remaining : 3

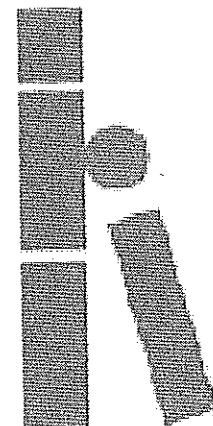
| | |
|--------------------------|--|
| Contract Manager: | Carol Greb carol@choicepartners.org 713-316-4259 |
|--------------------------|--|

APPROVED PRODUCT OR SERVICE:

Furniture, Fixtures and Equipment

MWBE/HUB Status:

Certified



**LIBRARY
INTERIORS
OF TEXAS**

Contract Partner Web Site:

<http://www.libraryinteriorsoftexas.com>

APPROVED MARKET AREA:

National

ABOUT THIS PARTNER:

Uniting domestic favorites with the best of European vendors, we offer one of the most comprehensive portfolios of library furniture and shelving available today. Library Interiors of Texas offers a cooperative approach to all aspects of furnishing a library from needs assessment through design, procurement of exclusive products, project management, to installation and after sales care. Architects, designers and library professionals can be assured that they will be offered the finest furnishing choices, delivered on time, within budget, and with continuing service.

Trevor Taylor, the driving force behind the development of the company, was born in London, England. Trevor's career began in 1977 and through building strong working relationships with architects, designers, and librarians internationally, became a highly respected specialist in the library community. He has worked on projects across the globe from England, to Eldoret, Kenya to libraries damaged in Kuwait City after the Gulf War. He now brings his vision and international expertise to American architects, designers and librarians, throughout the country. A desire to provide a more personal and exclusive service to a select group of clients prompted a decision to establish Library Interiors of Texas, based in Austin.

Dave Gaskins studied architecture and mechanical engineering at Old Dominion University, and began

his career in the library furniture business in 1996 as VP of Sales and Marketing for Texwood Furniture. Texwood, a venerable Texas-based library furniture maker had been producing "fine furniture for education since 1959." Under Dave's direction the company grew significantly, and became more sophisticated in their production methods, including the deployment of the first "green" finishing system in the nation. Dave actively managed new product development, and oversaw the interior design of educational facilities of all types. He has been intimately involved in the supply of thousands of K-12 installations throughout the continental United States, hundreds of which are located right here in Texas. Dave is our corporate specialist for the K-12 learning environment. He knows what Texans want, and how to supply quality furnishings and services on time, and within budget. Contact us at 888-689-5489 or fax us at (888) 690-5489.

To see contract information details, please login.

If you are a **Member**, please login here.



CITY OF MERCEDES

POOLED CASH
400 SOUTH OHIO
MERCEDES, TEXAS 78570

TEXAS NATIONAL BANK
MERCEDES, TEXAS

88-2012/1149

5196

DATE 12/03/2015

AMOUNT *****458.29

PAY----- FOUR HUNDRED FIFTY EIGHT & 29/100 DOLLARS -----

** URBAN COUNTY PROGRAM **
427 E DURANTA, STE 107
ALAMO, TX 78516

Henry Heston

Greg M. Young

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑆005196⑆ ⑆14920128⑆ 0150001808⑆

CITY OF MERCEDES • POOLED CASH ACCOUNT

5196

99-04229 ** URBAN COUNTY PROGRAM **

005196 12/03/2015

DATE I.D. PO # DESCRIPTION AMOUNT

12/02/2015 DEC2015 FURNITURE/FIXTURES 458.29
CDBG FUNDING LEVERAGED BY THE CITY FOR THE PURCHASE
OF FURNITURE FOR THE DR. HECTOR P MEMORIAL LIBRARY

CHECK TOTAL 458.29

