

# Memorandum

TO: David Corliss, City Manager  
FROM: Theresa Roach, Gould Evans  
Cc: Brad Allen, Director, Lawrence Public Library,  
Date: March 25, 2014  
RE: Library Furniture

## *Summary*

In fall of 2013, the Lawrence Public Library started negotiating with vendors on state of Kansas purchasing contracts and preparing a request for proposals for other furniture items to be bid. Nine bids were received for the bid items and pricing was very competitive.

Gould Evans has assisted the library in reviewing the bids & contract pricing received. The Lawrence Public Library is purchasing from multiple vendors and has already purchased the office furniture, reading tables, and specialty children's furniture. LPL would now like to proceed with next purchasing contract with Scott Rice Office Works of Lenexa, KS. These quotes are for the new library shelving (existing shelving will be reused in "back of house" areas), book trucks and miscellaneous support pieces. The costs of these orders will be \$192,524.74 (shelving) and \$15,397 (book trucks and misc.). An additional order will follow this for lounge furniture and original furniture refurbishing, total costs of which are still being negotiated but are below the total FF&E budgeted of \$572,000.

## *Recommended Action:*

Authorize two purchase orders with Scott Rice Office Works one in the amount of \$192,524.74 and one in the amount of \$15,397.



14720 W. 105TH STREET, LENEXA, KS 66215  
 PH: 913.888.7600 FAX: 913.227.7793

1201 WAKARUSA SUITE B1, LAWRENCE, KS 66049  
 PH: 785.832.1020 FAX: 785.832.1282

727 POYNTZ AVE. SUITE 105, MANHATTAN, KS 66502  
 PH: 785-537-0299 FAX: 785-537-0268

# Quotation

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
175714	3/25/2014		LAW19	CARRIE CARLSON	

**QUOTE TO:**  
 BRAD ALLEN  
 LAWRENCE PUBLIC LIBRARY--8786  
 707 VERMONT  
 Lawrence, KS 66044

**SHIP TO:**  
 BRAD ALLEN  
 LAWRENCE PUBLIC LIBRARY--8786  
 707 VERMONT  
 Lawrence, KS 66044

P: 1.785.843.3833

P: 1.785.843.3833

**Terms:** 60% Dep, Bal Net 15

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
<p>We are pleased to present the following for your review and acceptance. A 60% deposit is required prior to order entry. Purchase is subject to any mfg increase prior to the time of your order placement. Purchase is subject to state sales tax.</p>				
1	1	<p>OVERALL DESCRIPTION SOUTHWEST            Scope of Spacesaver Library Shelving Materials Provided on lines 2-3.</p> <p>Each flat shelf with an adjustable shelf above it will have a wire, squeeze type bookstop. Each flat shelf without an adjustable shelf above will have a 6" tall findable bookstop. Each range will have laminate canopy on top and laminate face panel at each end except for the 78" tall (optional 96" tall) frames. The ranges of 78" tall (optional 96" tall) will have a laminate face panel at each end with an optional steel canopy top.</p> <p>Red - 78" (optional 96") tall frame, 2-sided with 11" base shelf and 5 11" adjustable shelves per side. 173 sections.</p> <p>Lime - 42" tall frame, 2-sided with 11"</p>	N/C	N/C

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ACCEPTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

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		<p>base shelf and 2 11" adjustable shelves per side. 78 sections.</p> <p>Brown - 66" tall frame, 2-sided with 11" base shelf and 4 11" adjustable shelves per side. 10 sections.</p> <p>Yellow - 66" tall frame, 2-sided with 9" base shelf and 5 adjustable 7" shelves per side. 21 sections.</p> <p>Blue - 54" tall frame, 2-sided with 11" base shelf and 3 11" adjustable shelves per side. 29 sections</p> <p>Magenta - 66" tall frame, 1-sided with 11" base shelf and 4 11" adjustable shelves, and back panel. 12 sections.</p> <p>Magenta - 66" tall frame, 2-sided with 11" base shelf and 4 11" adjustable shelves per side, with back panel. 11 sections.</p> <p>Kelly - 54" tall frame, 2-sided with 11" base shelf and 2 11" adjustable shelves, and 1 display shelf with 1" lip per side. 14 sections.</p> <p>Orange - 66" tall frame, 2-sided with 11" base shelf and 3 11" adjustable shelves, and 1 display shelf with 1" lip per side. 65 sections.</p> <p>Gray - 54" tall frame, 2-sided with (Side 1) 11" base shelf and 3 11" adjustable shelves, and (Side 2) 1 display base shelf with 1" lip and 3 adjustable display shelves with 1" lip. 3 sections.</p> <p>Pink - 76" tall uprights with 7 shelves for box or miscellaneous storage. 4 Sections.</p> <p>Additional - 40 flat storage shelves, 11" deep.</p>		

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2	1	OPTION I SOUTHWEST Per Drawing: 51857-1I, Lawrence Public Library - 96" w/ no steel canopies in this area Pricing does not include installation, lighting or brackets, and offers standard flat laminate canopy tops and end panels  Option Accepted (initial here) _____	158,413.74	158,413.74
3	1	LOWER LEVEL SOUTHWEST Per Drawing: 51857-LL-1 - Extra 8 sections of shelving for lower level 8 - 36" x 13" x 66" sections w/1 fixed base shelf and 4 adjustable; steel top  Option Accepted (initial here) _____	3,111.00	3,111.00
4	1	INSTALL LABOR CICKC LABOR TO RECEIVE AND UNLOAD DIRECT SHIPMENT, INSTALL & LEVEL ALL PRODUCT ON OPTION F, G, H, OR I, DISPOSE OF ALL PACKAGING MATERIAL.	31,000.00	31,000.00

**QUOTATION TOTALS**

Sub Total 192,524.74

LAWRENCE, KS - US GOV'T 0.00

Grand Total 192,524.74

\*\*\*\*\*End of Quotation\*\*\*\*\*

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All orders are subject to the following terms & conditions of sale, which must be signed by the Buyer.

**CANCELLATION & CHANGES.** In the event that this proposal is accepted (confirmed) by the Buyer & becomes an order, it is understood & agreed that it cannot be cancelled except by mutual consent. The Seller's order acknowledgement is final & binding & any subsequent changes are subject to Seller's ability to conform & are dependent upon factory approval. Changes in quantity or specifications are subject to approval by Seller & manufacturer. Resulting additional charges from the manufacturer shall be paid by the Buyer. All requests for changes in quantity or specification shall be delivered to the Seller in writing.

**PAYMENT & SECURITY INTEREST.** A deposit of 60% is required upon acceptance of the order.

The Buyer agrees to pay each invoice within fifteen (15) days of the invoice date. Merchandise will be invoiced on delivery. Acceptance of delivery constitutes acceptance of the merchandise as delivered. No payment shall be withheld on any invoice because of partial delivery of the entire order unless special terms are negotiated prior to order placement. Customer shall make final inspection immediately following completion of installation & before occupancy & at that time provide Seller with a final list of items to be corrected (punch list). Failure to make any claim for defect of any kind at the time such inspection should have been made shall constitute acceptance of the labor, materials & furnishings provided & waiver of such claims. Buyer retains the right to withhold 5% of payment due until correction of all punch list items is completed. All Credit Card Transactions will be charged a convenience fee. The Buyer agrees to pay a finance charge of 1 1/2 percent per month at the annual percentage rate of 18% on all delinquent invoices as well as expenses, attorney fees & court costs which Seller incurs by reason of Buyer's default. In the event that special materials, fabrics or services (such as COM, COL, etc.) must be ordered by the Seller from a secondary vendor for delivery to the primary vendor, the Buyer will consider such materials, fabrics or services acceptable for purposes of payment at the time of delivery to the primary vendor. To secure full payment & performance of all Buyer's obligations to Seller, however arising, Buyer hereby grants to Seller a security interest in all the merchandise sold hereunder, & in any proceeds thereof & any present & future attachments or additions thereto. Buyer agrees that a copy of this contract maybe filed & will be sufficient as a financing statement under the Uniform Commercial Code in order to perfect such security interest, & further agrees Seller may execute any other documents deemed necessary by Seller to give full legal affect to the provisions of this paragraph. All of the rights & remedies of Seller provided herein shall be cumulative & in addition to any other rights & remedies provided by law. Waiver by Seller of any provision hereof shall not constitute a waiver of any other breach.

**CLAIMS.** The Seller will file claims for transportation damage for all furniture delivered by Seller & damaged merchandise will be repaired or replaced. Freight claims that are unreimbursable as a result of Buyer's delays or other causes not within Seller's control are the responsibility of the Buyer. On drop shipments, it will be the Buyer's responsibility to inspect the merchandise & to file freight claims in the event of damage.

**DELAYS.** In the event that construction delays or other causes not within Seller's control force postponement of delivery or installation, the furnishings will be stored until delivery or installation can be resumed, & will be considered accepted by the Buyer for purpose of payment. In such event, the Buyer shall reserve the right to withhold 10% (for 60 days max.) of the invoice amount of such shipments against the completion of the contract. The Buyer shall pay transfer & storage charges incurred after 10 days from receipt of goods on LTL orders. On truckload or greater orders, storage charges will be incurred based on receipt of goods.

**PRICES SUBJECT TO CHANGE WITHOUT NOTICE.** Some manufacturers & suppliers are following the "price prevailing at time of shipment policy," therefore, when applicable, we will invoice the price prevailing at time of shipment.

**RETURN GOODS:** All merchandise, stock or otherwise, may be returned only with approved written authority by Seller & will be subject to a minimum 50% restocking charge plus freight & handling costs.

**WARRANTY.** Manufacturer warranty terms are available at your request & through your sales representative.

**DESIGN:** All Seller design proposals, including space plans, color schemes, drawings, blueprints & presentation boards are the exclusive property of Seller & use of them by other parties is prohibited until a contract is consummated.

**TAXES.** Prices do not include any applicable sales, use, excise or any other tax or surcharge. Any applicable taxes will be added to prices at time of invoicing & the Buyer agrees to pay same. Buyers exempt from taxes will furnish Certificates of Exemption at time of execution of this agreement.

**FREIGHT.** Freight charges are included in pricing unless otherwise indicated.

**DELIVERY & INSTALLATION.** In the event that delivery &/or installation is required as a part of this proposal, & in order to provide the most cost-effective bid for furniture installation & delivery, we have based our price on the following provisions which shall apply:

1. **Condition of Job Site** – The job site shall be clean, clear & free of debris prior to installation.
  - A. Premises shall be in readiness to receive goods. All construction work, painting, ceiling installation, carpet installation, utility installation & other work, shall be complete prior to the start of delivery of furniture to the job site. On large projects, "complete" refers to the phase for which we are receiving product at that time.
  - B. Doorways, openings & elevators, shall be of sufficient size & carrying capacity to permit delivery of goods without dismantling the furniture.
  - C. Installation shall be performed in accordance with plan specifications (if provided) or with adequate personal directions of the authorized representative of the Buyer. We will review our schedule for delivery of product with the General Contractor or the authorized representative of the Buyer prior to receipt of product at the site. In order to facilitate timely movement of product, exclusive use of an elevator & dock during receipt of product will be required. Exceptions to these stated conditions could/will result in additional charges.
2. **Job Site Services** –
  - A. Electric current, heat, hoisting &/or elevator service will be furnished to the installer without charge. Adequate facilities for offloading, staging, moving & handling of merchandise shall be provided to the Seller.
  - B. Parking space shall be available for loading & unloading vehicles at a point immediately adjacent to the loading platform or service entrance.
  - C. Furnishings delivered & brought onto the job site as scheduled shall be inspected & conditionally accepted by the Buyer. Security & safeguarding of the delivered furnishings will be the responsibility of the Buyer.
  - D. The authorized representative of the Buyer will walk the completed space, prior to installation, with the Seller Project Manager, Seller Salesperson & Installation Foreman to note building conditions. If a walk-thru is not done, Seller and Seller Subcontractors will not be responsible for damages to the building.
  - E. The contract time for completion is stated in terms of working days. We will complete the project in this agreed-to time frame. If the start date is delayed because of any job site conditions, it will affect the completion date & may involve additional installation charges.
3. **Special Packaging or Handling** – If special packaging or handling is required that is not contained in the specifications, it will be subject to extra charge to the Buyer.
4. **Delivery During Normal Business Hours** – Delivery & installation will be made during normal working hours. Additional labor costs resulting from overtime work performed at the Buyer's request or resulting from labor or building conditions will be paid by the Buyer. Additional cost issues will be brought to the attention of the General Contractor or the authorized representative of the Buyer at the time they occur.
5. **Storage Space** – Provided the merchandise does not arrive at the site earlier than the date requested, safe & adequate storage space will be provided by the Buyer. If the space provided is inadequate & requires excessive sorting or storage cost, such excess cost will be reimbursed by the Buyer. If the merchandise must be moved due to progress of other trades or other reason, the extra cost of such moving will be reimbursed by the Buyer.
6. **Erection & Assembly** – Seller's ability to erect or assemble furniture knocked-down or to permanently attach, affix, or bolt in place movable furniture is dependent on jurisdictional agreements. If trade regulations enforced at the time of installation require the use of tradesmen at the site other than the Seller's own installation personnel, resulting additional costs will be paid by Buyer.
7. **Damage** – After arrival at the site, any loss or damage by weather, other trades such as painting or plastering, fire, theft, or other elements out of the control of the buyer &/or seller shall be the responsibility of the Buyer, & the Buyer agrees to hold the Seller harmless from loss for such reasons.
8. **Insurance** – Public Liability, Workmen's Compensation, Property Damage, Automotive & Occupational Disease insurance are carried by the Seller & certificates will be delivered upon request. Fire, Tornado, Flood & other insurance at the site will be provided & paid for by the Buyer.

**NO OTHER AGREEMENTS:** There are no other agreements expressed or implied other than those specified herein & those set forth in the agreement, proposal or sales order, specifications or delivery & installation schedules. The terms & conditions set forth herein & in the above-mentioned documents may not be varied except upon written approval of both Buyer & Seller.

Rev. 10/29/09

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# Quotation

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
174266	3/25/2014		LAW19	CARRIE CARLSON	

**QUOTE TO:**  
 BRAD ALLEN  
 LAWRENCE PUBLIC LIBRARY--8786  
 707 VERMONT  
 Lawrence, KS 66044

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 Lawrence, KS 66044

P: 1.785.843.3833

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**Terms:** 60% Dep, Bal Net 15

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
PRODUCT PRICING INCLUDES FREIGHT, DELIVERY, INSTALLATION - PRICING GOOD UNTIL 4/10/14  We are pleased to present the following for your review and acceptance. A purchase order is required prior to order entry. Purchase is subject to any mfg increase prior to the time of your order placement. Purchase is subject to state sales tax.				
1	9	TSBUOYGREEN STEELCASE Buoy; Seat, Green wasabi, Cap TOP :5999 MISC FABRIC MAHARAM FABRIC Purchaser: VENDOR Pattern: ANAGRAM -466067 Color: ELECTRIC -003 Direction: HORIZONTAL	265.00	2,385.00
3	1	210006020P SMITHSYSTE CASCADE MID-CASE, CASTERS, OPEN WITH 6X3 AND 2X6 SW TOTES FINISH: TBD	496.00	496.00
4	33	21102 SMITHSYSTE GORILLA TRUCK, 4 SLOPING SHELVES, BOTTOM FLAT, 6 5" CASTERS FINISH: TBD	348.00	11,484.00
5	2	21103 SMITHSYSTE GORILLA TRUCK, 3 FLAT SHELVES, 6 5"	327.00	654.00

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
6	1	CASTERS FINISH: TBD 8963BL SAFCO REFRESHMENT STAND	378.00	378.00

QUOTATION TOTALS	
Sub Total	15,397.00
LAWRENCE, KS - US GOV'T	0.00
Grand Total	15,397.00

\*\*\*\*\*End of Quotation\*\*\*\*\*

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  - E. The contract time for completion is stated in terms of working days. We will complete the project in this agreed-to time frame. If the start date is delayed because of any job site conditions, it will affect the completion date & may involve additional installation charges.
3. **Special Packaging or Handling** – If special packaging or handling is required that is not contained in the specifications, it will be subject to extra charge to the Buyer.
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5. **Storage Space** – Provided the merchandise does not arrive at the site earlier than the date requested, safe & adequate storage space will be provided by the Buyer. If the space provided is inadequate & requires excessive sorting or storage cost, such excess cost will be reimbursed by the Buyer. If the merchandise must be moved due to progress of other trades or other reason, the extra cost of such moving will be reimbursed by the Buyer.
6. **Erection & Assembly** – Seller's ability to erect or assemble furniture knocked-down or to permanently attach, affix, or bolt in place movable furniture is dependent on jurisdictional agreements. If trade regulations enforced at the time of installation require the use of tradesmen at the site other than the Seller's own installation personnel, resulting additional costs will be paid by Buyer.
7. **Damage** – After arrival at the site, any loss or damage by weather, other trades such as painting or plastering, fire, theft, or other elements out of the control of the buyer &/or seller shall be the responsibility of the Buyer, & the Buyer agrees to hold the Seller harmless from loss for such reasons.
8. **Insurance** – Public Liability, Workmen's Compensation, Property Damage, Automotive & Occupational Disease insurance are carried by the Seller & certificates will be delivered upon request. Fire, Tornado, Flood & other insurance at the site will be provided & paid for by the Buyer.

**NO OTHER AGREEMENTS:** There are no other agreements expressed or implied other than those specified herein & those set forth in the agreement, proposal or sales order, specifications or delivery & installation schedules. The terms & conditions set forth herein & in the above-mentioned documents may not be varied except upon written approval of both Buyer & Seller.

Rev. 10/29/09

THIS QUOTE IS VALID FOR 30 DAYS • INVOICES DUE UPON RECEIPT • SERVICE CHARGE AFTER 30 DAYS • MINIMUM 50% RESTOCKING ON RETURNS

ACCEPTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

ONCE PLACED WITH AND ACCEPTED BY SCOTT RICE OFFICE WORKS, THIS ORDER CAN ONLY BE CANCELLED WITH THE WRITTEN CONSENT OF SCOTT RICE OFFICE WORKS.

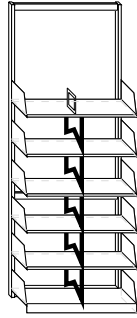


# KEY



78" tall w/ 1 base shelf and 5 adjustable; laminate face panels; integrated overhead lighting by others

H96"  
96"x36" d24"

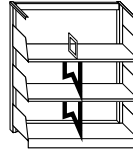


C 3-F



42" tall w/ 1 fixed base shelf and 2 adjustable shelves; laminate top and face panels

H42"  
42"x36" d24"

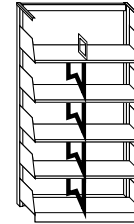


C 2-F



66" tall w/1 fixed base shelf and 4 adjustable; laminate top and face panels

H66"  
66"x36" d24"

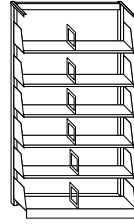


C 4-F



66" tall w/1 fixed base shelf (9") and 4 adjustable (7"); laminate top and face panels

H66"  
66"x36" d20"

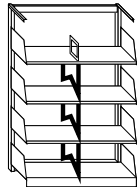


C 6-F



54" tall w/ 1 fixed base shelf and 3 adjustable; laminate top and face panels

H54"  
54"x36" d24"

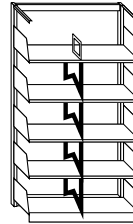


C 1-F



66" tall w/1 fixed base shelf and 4 adjustable; laminate top; backs

H66"  
66"x36" d13"

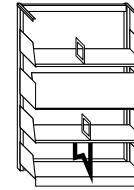


C 9



54" tall w/1 fixed base shelf and 2 adjustable; one fixed display shelf; laminate top and face panels

H54"  
54"x36" d24"

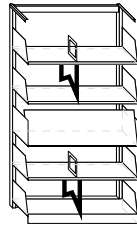


C 12-F



66" tall w/1 fixed base shelf and 3 adjustable; one fixed display shelf; laminate top and face panels

H66"  
66"x36" d24"



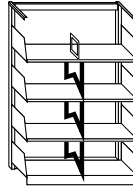
C 5-F



side one

54" tall w/ 1 fixed base shelf and 3 adjustable shelves; laminate top and face panels

H54"  
54"x36" d24"



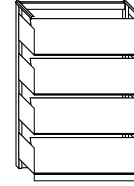
C 7-F



side two

54" tall w/ fixed display shelves; laminate top and face panels

H54"  
48"x36"xd24"

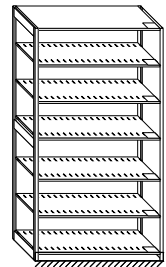


C 7-B

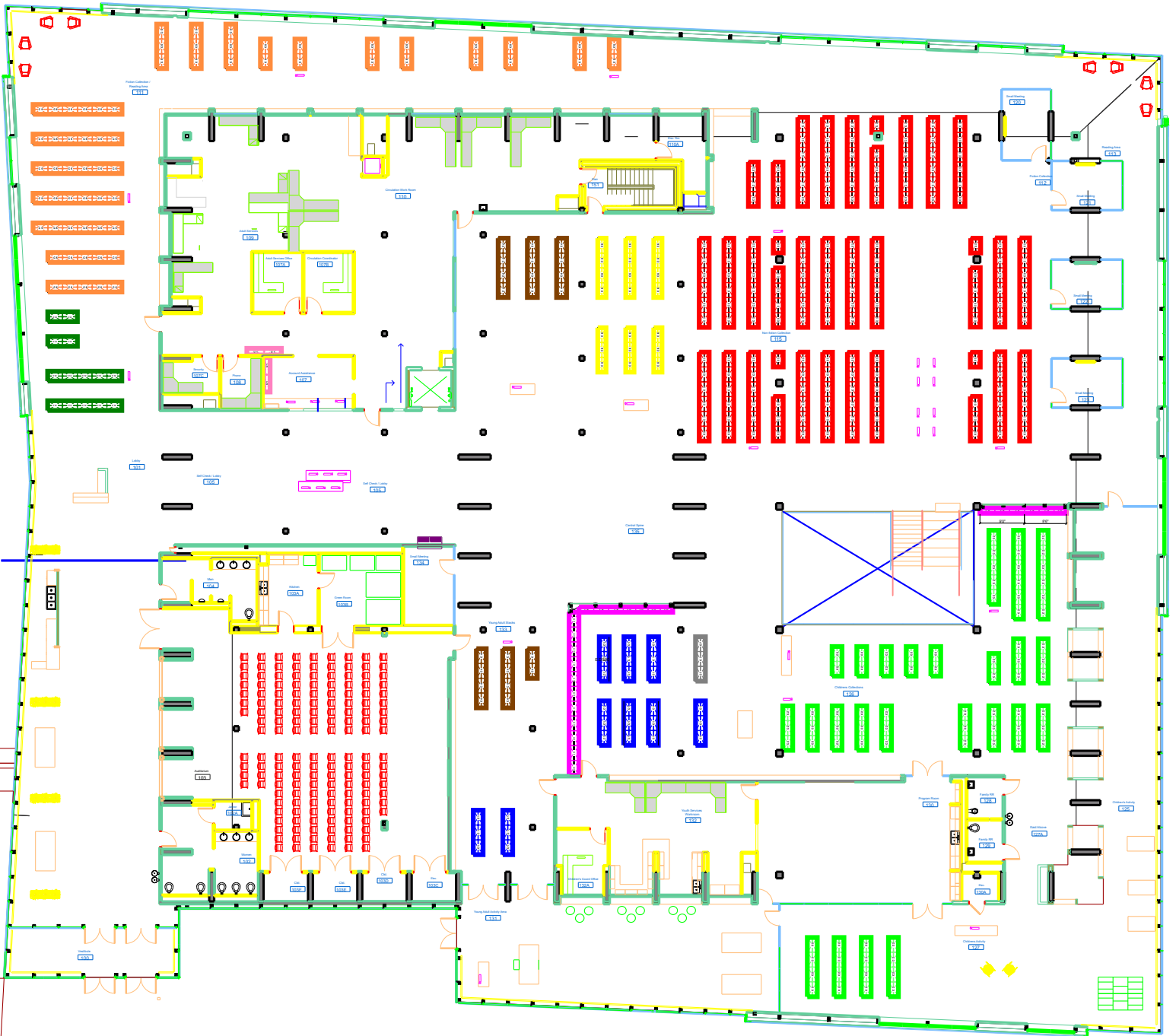


76 1/4" tall w/1 fixed base shelf and 5 adjustable; steel top

H76 1/4"  
76 1/4"x42" d16"

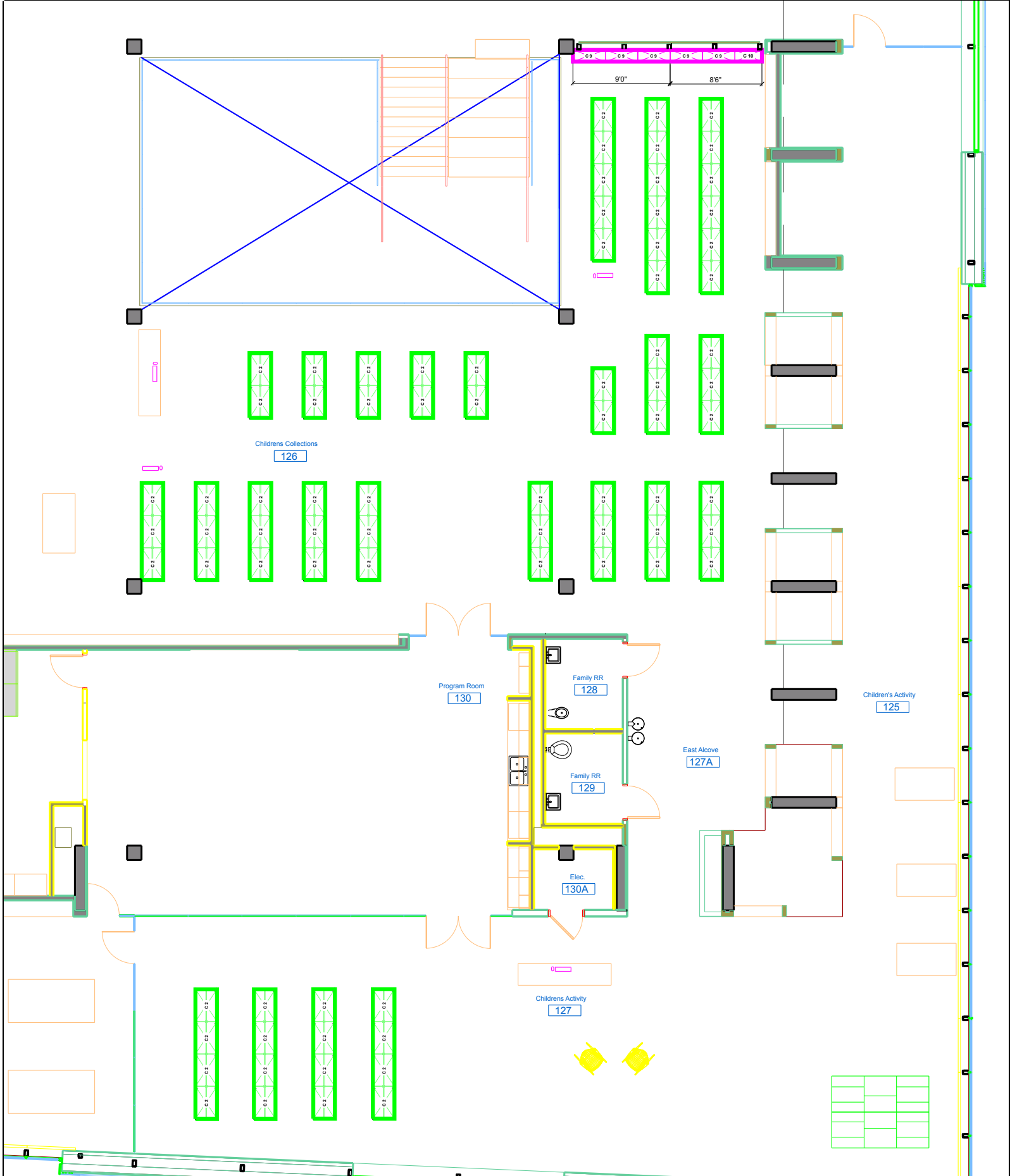


U 1



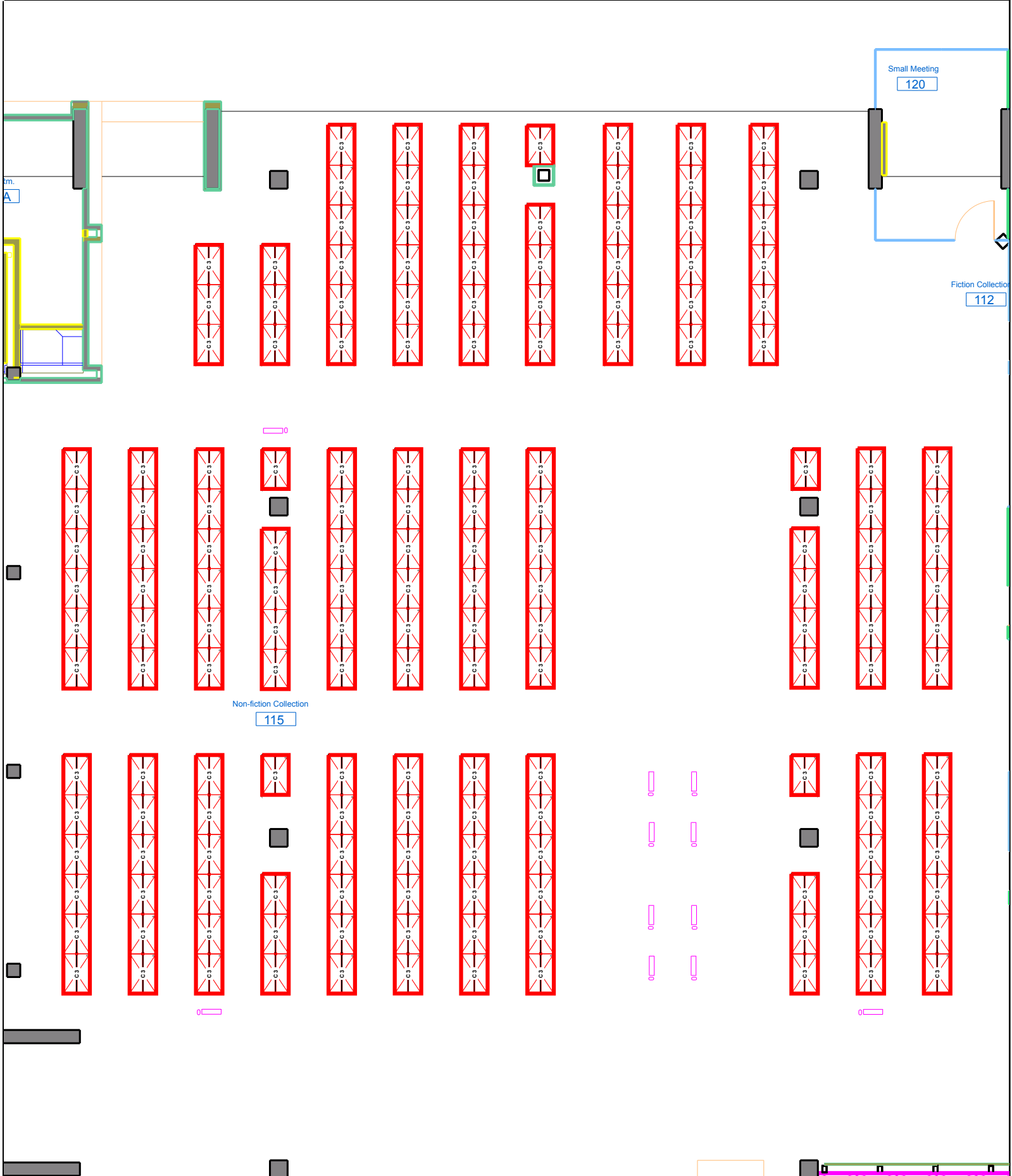
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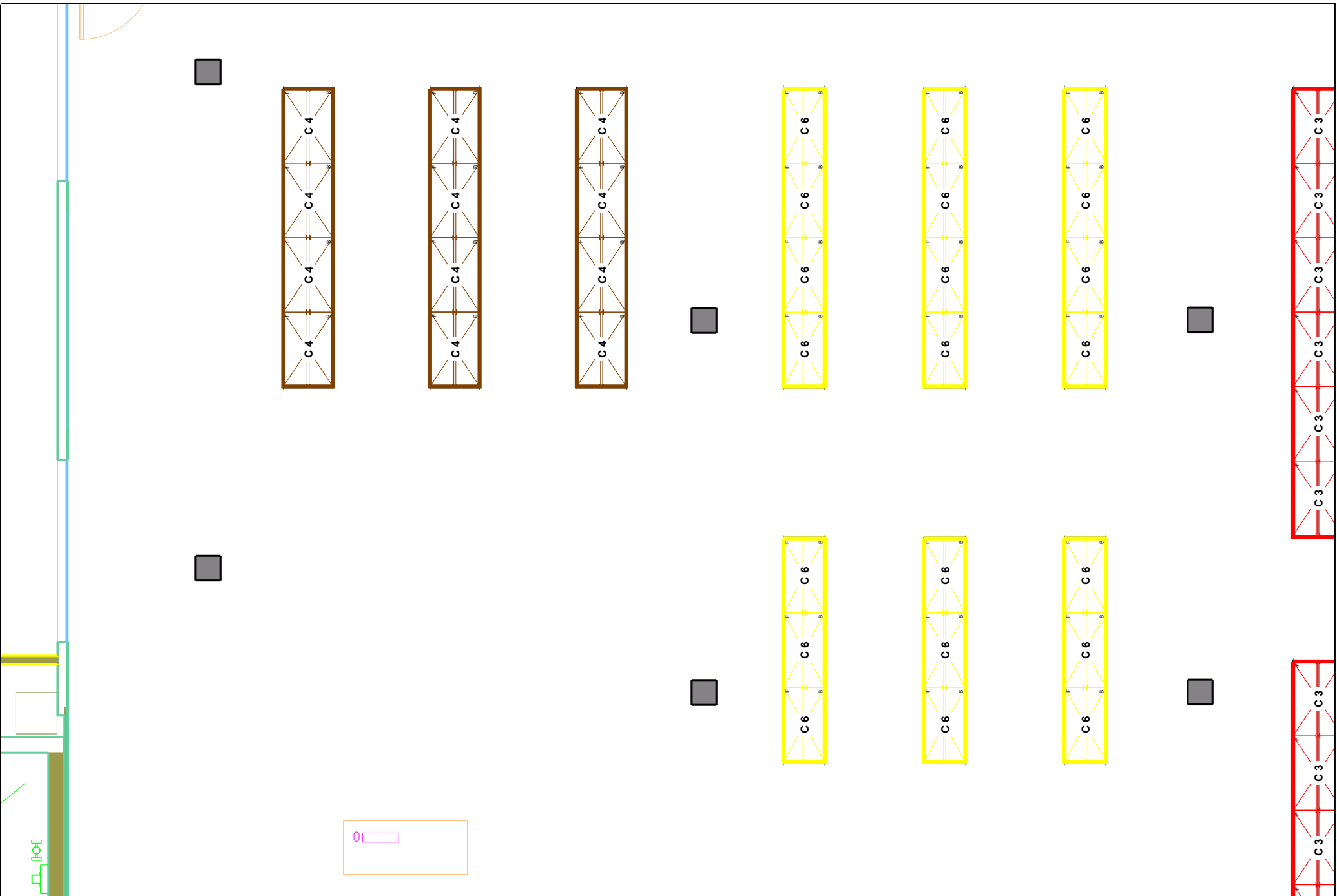
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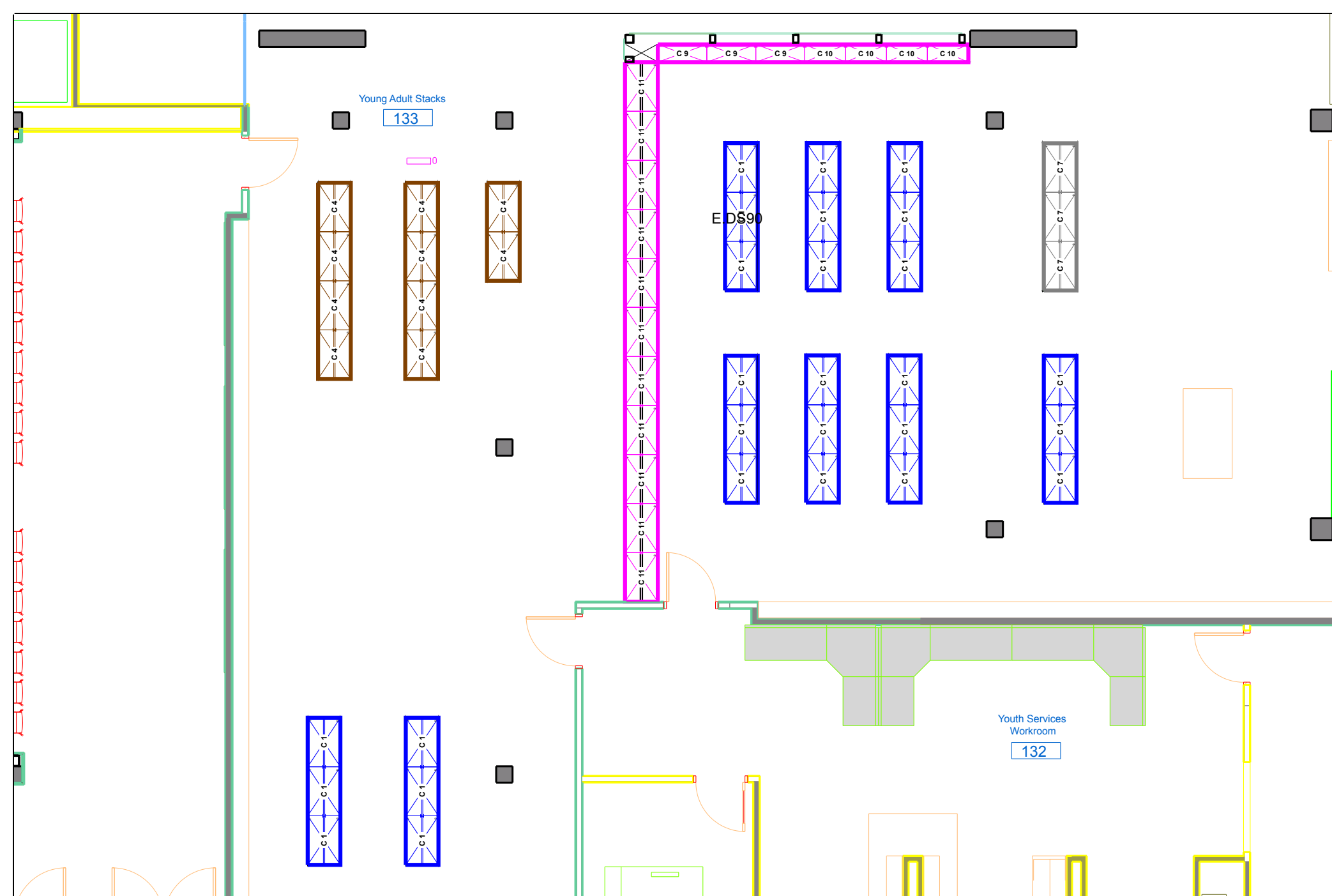
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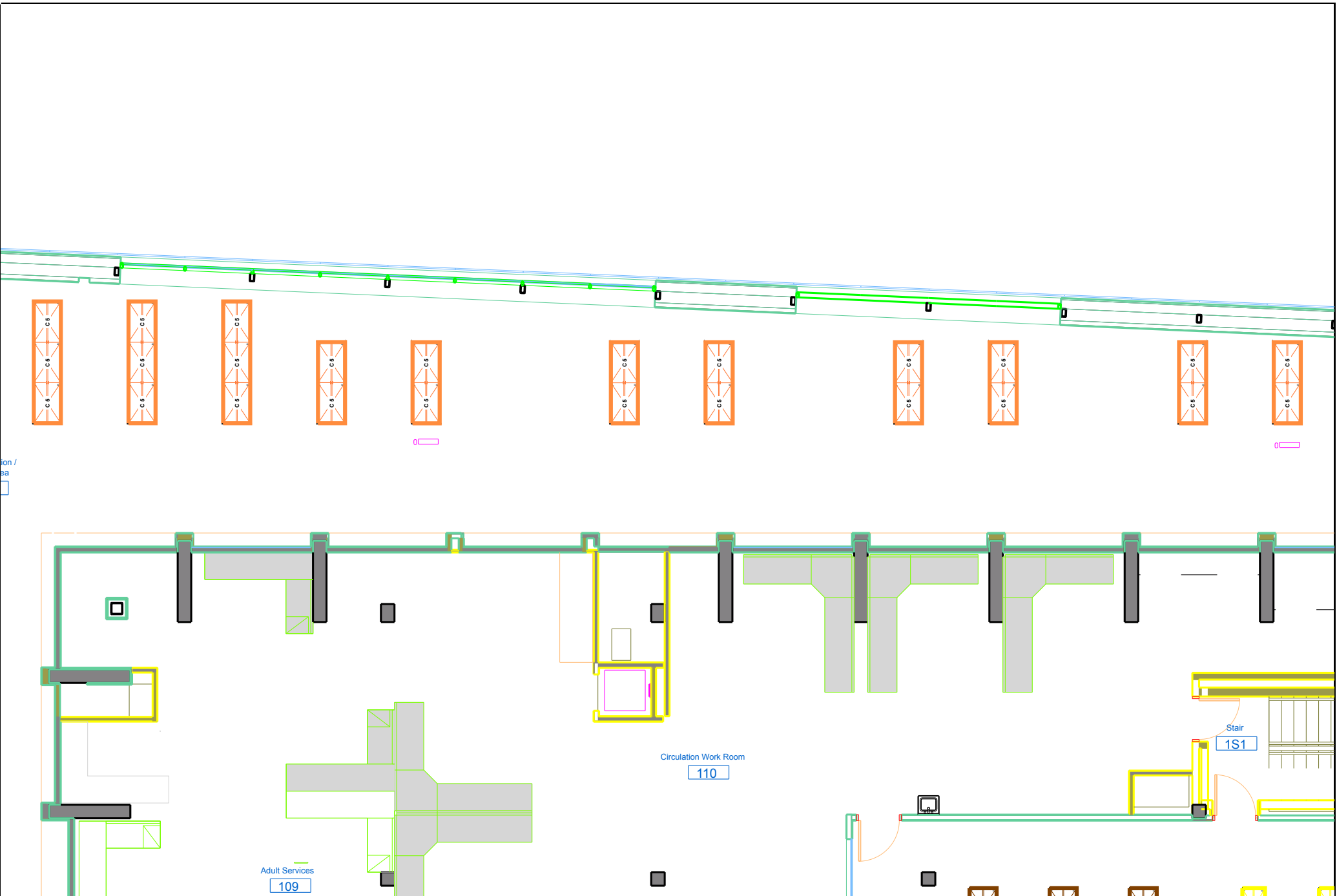


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