



Mendon Public Library Procurement Policy

This resolution sets forth the policies and procedures of the Mendon Public Library to meet the requirements of General Municipal Law, Section 104-b.

PURPOSE

Goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public moneys, in the best interest of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the Library Board is adopting internal policies and procedures governing all procurements of goods and services which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103 or of any other general, special or local law.

PROCEDURES FOR DETERMINING WHETHER PROCUREMENTS ARE SUBJECT TO BIDDING

Every purchase made will be initially reviewed to determine whether it is a *purchase contract** or a *public works contract**. Once that determination is made, a good faith effort will be made to determine whether it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or services is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in the year.

METHODS OF COMPETITION TO BE USED FOR PROCUREMENTS

All goods and services, which are subject to required competitive bidding, will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that the goods will be purchased at the lowest price and that favoritism will be avoided.

The methods of procurement to be used are as follows:

Estimated Amount of Purchase

Contract	Method
Under \$1,000	Discretion of Library Director or Designee
\$1000-\$7,499	Documentation of three suppliers' prices-written or verbal, and formal approval of Board of Trustees
\$7,500-\$19,999	Three written, fax, email quotations, or written requests for proposals and formal approval of Board of Trustees

Estimated Amount of Public Works

Mendon Public Library Procurement Policy; adopted by the Mendon Public Library Board of Trustees, September 7, 1999, reviewed December 1, 2014, revised May 7, 2018

Contract	Method
Under \$1,000	Discretion of Library Director or Designee
\$1,000-\$2,999	Two verbal quotations and formal approval of Board of Trustees
\$3,000 - \$4,999	Two written fax or email quotations and formal approval of Board of Trustees
\$5,000-\$19,999	Three written, fax, or email quotations, or written requests for proposals and formal approval of Board of Trustees
\$20,000 +	Formal bid process approved by the Board of Trustees

ITEMS EXCEPTED FROM POLICIES AND PROCEDURES BY BOARD

The following items are not subject to competitive bidding pursuant to Section 3 of General Municipal Laws:

1. Purchase contracts under \$20,000
2. Public works contracts under \$35,000
3. Emergency purchases
 - a. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety, or welfare of the patrons and/or staff. This section does not preclude alternate proposals if time permits.
4. Certain municipal hospital purchases, goods purchased from agencies for the blind or disabled.
5. Goods purchased from correctional institutions.
6. Purchases under State and County contracts; and surplus and second-hand purchases from another governmental entity.
 - a. If alternative proposals are required when purchasing surplus and second-hand goods, the Mendon Public Library is precluded from purchasing surplus and second-hand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is difficult to try and compare prices of used goods and a lower price may indicate an older product.

The following items are not subject to competitive bidding pursuant to General Municipal Law Section 104-b(2)(f)

1. Professional services or services requiring special or technical skill, training or expertise. The individual or company must be chosen based upon accountability, reliability, responsibility, skill, education and training, judgment and integrity. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services is such that they do not readily lend themselves to competitive procurement procedures.
 - a. In determining whether a service fits into this category, the Mendon Public Library Board shall take into consideration the following guidelines:
 - i. Whether the services are subject to State licensing or testing requirements.
 - ii. Whether substantial formal education or training is a necessary prerequisite to the performance of the service
 - iii. Whether the services require a personal relationship between the individual and Library officials
 - iv. Whether the services to be rendered can be more effectively provided by a professional possessing a continuity of representation.

Mendon Public Library Procurement Policy; adopted by the Mendon Public Library Board of Trustees, September 7, 1999, reviewed December 1, 2014, revised May 7, 2018

- b. Professional or technical services shall include, but not be limited to, the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; investment management services, printing services involving extensive writing, editing or art work; and computer software or programming services for customized programs, or services for customized programs, or services involved in substantial modification and customizing of prepackaged software.
2. Goods or services under \$1,000. The time and documentation required to purchase through this policy may be costlier than the item itself and would therefore not be in the best interests of the taxpayer. In addition, it is not likely that such contracts would be awarded based on favoritism.

The decision that a purchase not be subject to competitive bidding will be documented in writing by the individual making the purchase. This documentation may include written or verbal quotes from vendors, a memo from the purchaser indicating how the decision was arrived at, why the purchase is not subject to competitive bidding, a copy of the contract indicating the source which makes the item or service exempt, or a memo detailing the circumstances which require an emergency purchase, or any other written documentation as appropriate.

ADEQUATE DOCUMENTATION

For purchases in excess of \$1,000 documentation is required of each action taken in connection with each procurement. This documentation will be reviewed by the Library Board when approving payment.

A good faith effort shall be made to obtain the required number of quotations or proposals. If the purchaser is unable to obtain the required number of quotations or proposals, the Board will document the attempt made at obtaining the quotations or proposals. However, in no event, shall the failure to obtain the required number of quotations or proposals prevent the procurement.

AWARDS TO OTHER THAN THE LOWEST RESPONSIBLE DOLLAR OFFER

Under normal circumstances, contracts will be awarded to the lowest bidder. However, pursuant to General Municipal Law Section 04-b(2)(g), the procurement policy may contain circumstances or types of procurements for which, in the sole discretion of the Library Board, the solicitation of alternative proposals or quotations will not be in the best interest of the Library. Documentation or explanation is required whenever a contract is awarded to other than the lowest responsible offeror. The documentation will include an explanation of why awarding will achieve savings or how the offeror was not responsible. If the Board determines the offeror is not responsible, this decision may not be challenged under any circumstance. The following circumstances will be considered when accepting or soliciting quotations:

1. Vendor cannot guarantee delivery of goods or services within the time frame or under the conditions established by the Library
2. Vendor's terms of payment are disadvantageous to the Library
3. Vendor cannot comply with the full specifications set forth in the bid or request
4. Vendor's after purchase support services are deemed inadequate

UNINTENTIONAL FAILURE TO COMPLY

The unintentional failure to fully comply with the provisions of General Municipal Law, Section 104-b shall not be grounds to void action taken or give rise to a cause of action against the Mendon Public Library or any officer or employee thereof.

ANNUAL REVIEW

The Board of Trustees shall annually review these policies and procedures.

Mendon Public Library Procurement Policy; adopted by the Mendon Public Library Board of Trustees, September 7, 1999, reviewed December 1, 2014, revised May 7, 2018

SUMMARY OF FURNITURE PROCUREMENT PROCESS

TEEN CORNER, COMPUTER TABLES, CHAIRS

Project: For the teen corner, one booth and table with ample charging ports will be added. Larger tables for the 4 computer stations will be added. 12 chairs will be purchased for use at computer tables and study rooms.

VENDOR:	TOTAL QUOTED:	PLUS OR MINUS ANYTHING NEEDED OR NOT NEEDED ON QUOTE?	ADDITIONAL SERVICE NEEDED?	NOTE:
Workplace Interiors	\$11,235.22			
Design Space Studios	\$17,773.02	-2 stools Adjusted \$16,728.72		
Demco (library vendor, online purchasing, no service)	\$17,928		Yes, everything would need to be installed.	



Proposal

We have moved, please see our new address

Workplace Interiors, LLC
10 Carlson Road
Rochester, NY 14610
Phone: 585.425.7420

<https://www.workplaceint.com>

Order Number	9266
Date	04/02/2024
Customer PO No	
Customer Name	MENDON PUBLIC LIBRARY
Salesperson	Meagan Farmer
Project Number	
Terms	NET 15
Page	1 of 3

T MENDON PUBLIC LIBRARY
 O 22 NORTH MAIN ST
 HONEOYE FALLS, NY 14472

 ATTN: LYLA GRILLS
 Phone: 585-624-6067
 Email: mendonlibrarystaff@libraryweb.org

S MENDON PUBLIC LIBRARY
 H 22 NORTH MAIN ST
 I 22 NORTH MAIN ST
 P HONEOYE FALLS, NY 14472

 T ATTN: LYLA GRILLS
 O Phone: 585-624-6067
 Email: mendonlibrarystaff@libraryweb.org

Prepared for : Meagan Farmer

Hon pricing based on NYS contract, dealer bill. Please reference PC70286 on PO.

Haworth pricing mirrors NYS contract.

National pricing is open market.

Please make PO out to Workplace Interiors.

Line	Quantity	Description	Unit Price	Extended Amount
1	2.00 Each	NATIONAL OFFICE FURNITURE, INC. N93MBH2MSPX-2-22133-2-22133-2-22189-X-STD FRINGE, MID BOOTH, 2 SEAT, SINGLE-SIDE, PLINTH BASE, CONTRAST 2:GRADE 2 22133:SEDONA SASSAFRAS 2:GRADE 2 22133:SEDONA SASSAFRAS 2:GRADE 2 22133:SEDONA SASSAFRAS 2:GRADE 2 22189:SEDONA FARRO X:NO FRONT SEAT GROMMET STD:STANDARD GLIDE	1,925.58	3,851.16
2	1.00 Each	HAWORTH, INC. EUF1-PF0W-31000 Classic Power Module,4 Port,3 Recpt,1 USB,White,6' Cord Tag: Tag TG: Structure	152.46	152.46
3	1.00 Each	HAWORTH, INC. EUFB-0000-SW Classic Power Module,brkt,Vertical above ws,Wht Tag: Tag TG: Structure	34.77	34.77
4	1.00 Each	HAWORTH, INC. TCRA-3048-LJSNFG4A-,H-WL-,HP-WL-,TR-LE Jive,Tbl,Rect,Lam,30"x48",Eb3,Std,Co:none,T - Rd,Gld,29"h,Ptd ,H-WL:Linen, GRADE A ,HP-WL:Linen, GRADE A ,TR-LE:METALLIC SILVER, GRADE B Tag: Tag TG: Tables	315.83	315.83
5	12.00 Each	HAWORTH, INC. SCS-34-01E-(XJ),XJ-AG-,TR-7-,TR-7-,TR-LE Very Side Enhanced,Faux Lea Seat,Perforated Bk,Armless,Hd Csts, (XJ):Wellington ,XJ-AG:Wellington - Apple Green, GRADE A ,TR-7:Fog, GRADE B ,TR-7:Fog, GRADE B ,TR-LE:METALLIC SILVER, GRADE B	223.61	2,683.32



Proposal

We have moved, please see our new address

Workplace Interiors, LLC
10 Carlson Road
Rochester, NY 14610
Phone: 585.425.7420
<https://www.workplaceint.com>

Order Number	9266
Date	04/02/2024
Customer PO No	
Customer Name	MENDON PUBLIC LIBRARY
Salesperson	Meagan Farmer
Project Number	
Terms	NET 15
Page	2 of 3

		Tag: Tag TG: Seating		
6	4.00 Each	HON H38932-\$(L1STD)-.H-\$(P1)-.PJW 38000 60"W 30"D 29-1/2"H Modular Desk Shell \$(L1STD):Grd L1 Standard Laminates .H:Bourbon Cherry \$(P1):P1 Paint Opts .PJW:Designer White Tag: Tag TG: 30/60	599.42	2,397.68
7	1.00 Each	WORKPLACE INTERIORS RDI Reclive, Deliver, and Install all furniture to Mendon Library.	1,800.00	1,800.00

Order Sub-Total : \$11,235.22
TOTAL ORDER : \$11,235.22

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

For Leasing Options Scan QR Code





Proposal

We have moved, please see our new address

**Workplace Interiors, LLC
10 Carlson Road
Rochester, NY 14610
Phone: 585.425.7420**

<https://www.workplaceint.com>

Order Number	9266
Date	04/02/2024
Customer PO No	
Customer Name	MENDON PUBLIC LIBRARY
Salesperson	Meagan Farmer
Project Number	
Terms	NET 15
Page	3 of 3

1. ACCEPTANCE. Acceptance of this proposal includes, but is not limited to, Buyer's signature on this proposal, total or partial acceptance of goods or services provided by Seller, or Buyer's use of Seller's bid in another bid proposal. Such acceptance shall be deemed an unconditional acceptance and shall create a binding contract. Seller reserves the right to revoke this offer any time prior to Buyer's acceptance. If this document is deemed to be an acceptance, the acceptance is expressly conditioned on the Buyer's assent to the exact terms and conditions contained herein, and any differing terms are rejected. If any changes in quantity, quality, or style are desired, another agreement must be signed by both Buyer and Seller. Seller and Buyer bind themselves, their successors, and assigns to this Agreement.

2. TITLE OF GOODS. Buyer shall take title to merchandise and assume obligation for payment and maintain insurance on the merchandise, commencing with the date at which Seller receives the merchandise at its premises or at a drop shipment location and notifies Buyer of such receipt.

3. BUYER OBLIGATIONS AND LIMITATIONS. Buyer shall furnish all details and explanations necessary to clarify plans and specifications. If merchandise is special ordered and the Buyer cancels through no fault of Seller, Seller will have to right to assess the Buyer a restocking charge. Buyer shall inspect goods within a reasonable time and notify Seller in writing within 72 hours of when Buyer becomes aware of any defects or nonconformity. Buyer shall give Seller reasonable time to cure any defects or nonconformity. The goods furnished by Seller are subject to variations in dye lots, color and finish, even within the same lot. Such variations shall not be considered defects. No claim or back charge of any nature shall be charged to or made against Seller unless the Buyer has made the required written notice and has the consent of Seller. Any changes against either party are to be accounted for and settled monthly. Buyer must notify Seller in writing of any breach of warranty. The Buyer's sole remedy for any breach of warranty shall be at Seller's discretion.

4. SELLER OBLIGATIONS AND LIMITATIONS. Seller agrees to supply Buyer with adequate documentation if needed for approval. Seller shall not be liable for any loss, damage, detention, delay or breach of this agreement caused by Owner, Architect, Designer, Buyer or any of Buyer's subcontractors or materialmen, or by delays in transportation or by causes beyond Seller's control. Seller is not liable for indirect or consequential damages to Buyer or third parties. Seller make no warranties not contained in writing. Material warranties will not exceed manufacturer's recommendations. Seller makes no warranty of merchantability or fitness for a particular purpose.

5. TAXES. Prices quoted in this Agreement are subject to sales or other excise taxes where applicable.

6. TERMINATION. If the Buyer stops, delays or interferes with performance of Seller, or fails to make payment when payment is due, or is in any way in violation of the terms of this Agreement, Seller may, upon three (3) days written notice to Buyer, terminate this Agreement and recover from Buyer payment and or material for all work and material related to this Agreement completed or in process and any related costs, including Attorney's fees. Seller shall not be liable for any charges or expenses incurred by the Buyer in advance of the normal or reasonable lead time required to meet scheduled delivery dates.

7. NON-WAIVER. Waiver by either Seller or Buyer of a breach by the other of any provision so this Agreement shall not be deemed a waiver of future compliance with said provision. Such provision shall remain in full force and effect.

8. PAYMENT AND LIENS. Payment terms are determined by Seller at its sole discretion. Some purchases may require cash payments in advance. When credit terms are available, payment by Buyer shall be made within 15 days of date of invoice. Past due invoices may be subject to a late payments charge of 1.5% per month or the maximum rate permitted by law. Seller shall recover all costs and expenses, including attorney's fees related to collecting payment for the enforcement of this Agreement. Seller agrees to furnish a full and absolute release of liens upon request at the receipt of final payment.

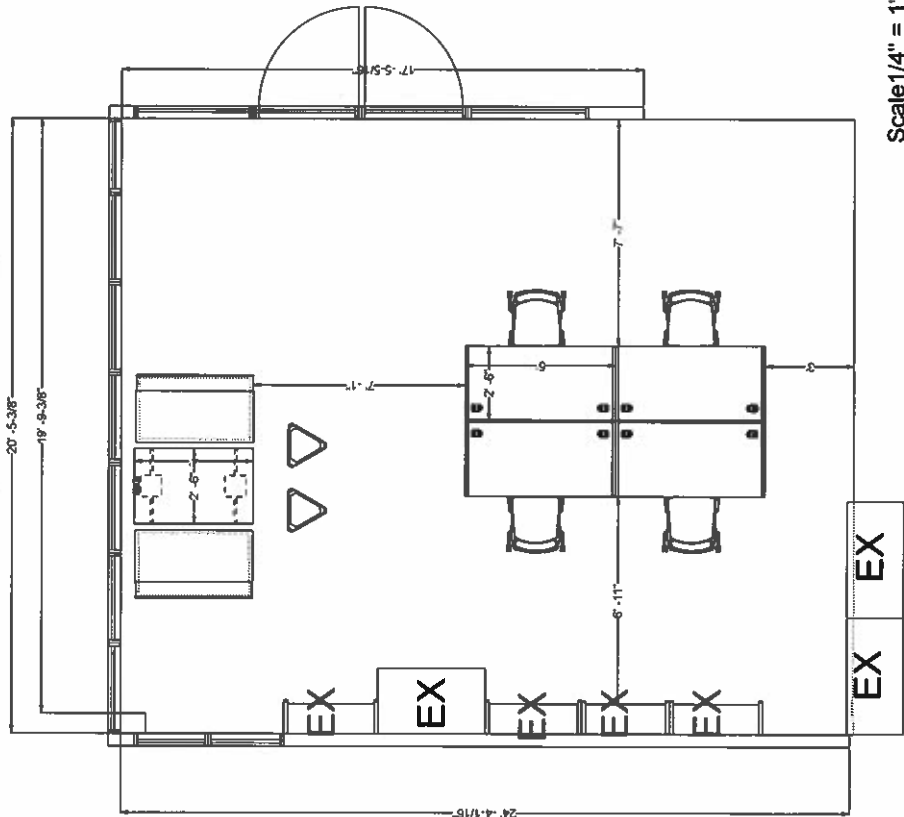
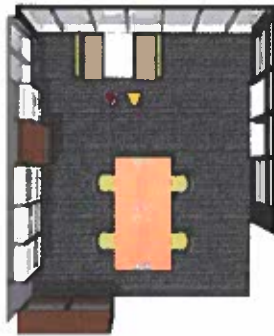
9. ARBITRATION. All claims, disputes and other matters in question between Seller and Buyer arising out of, or in any way relating to this Agreement or the breach thereof, except those that have been waived or which are barred by the passage of time, waiver, or lack of required notice, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This Agreement to arbitrate shall be specifically enforceable under arbitration law and the award rendered by the arbitrators shall be final and conclusive and judgement may be entered upon it, in accordance with the Federal Arbitration Act and other applicable law, in any court having jurisdiction thereof.

10. SEVERABILITY. If any provision of this Agreement is determined to unenforceable or invalid, the unenforceable or invalid part thereof shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force and effect as if the severed portions had not been part of this Agreement.

11. APPLICABLE LAW. The rights and obligations under this Agreement shall be governed by the laws of the State of New York. Buyer and Seller agree that all arbitration proceedings shall be administered and held exclusively in Syracuse, New York, and that exclusive jurisdiction and venue for any litigation shall be New York State District Court for Onondaga County.

Signature: _____ Name: _____ Title: _____ Date: _____

CLIENT: MENDON PUBLIC LIBRARY		PROPOSED LAYOUT		CUSTOMER APPROVAL/DATE
REVISIONS 2-23-24 3-11-24		DATE: 1/15/2024 SCALE: AS NOTED DRAWN BY: AB JOB #: XXXXX-XXX PAPER SIZE: 11X17		1/1
WORKPLACE INTERIORS 110 CARLSON ROAD ROCHESTER, NY 14610 (585) 425-7420		*CHECK ALL WORK. THE DRAWINGS AND SPECIFICATIONS FOR THE WORK ARE THE PROPERTY OF WORKPLACE INTERIORS LLC AND MAY NOT BE CHANGED, REPRODUCED, COPIED, OR FLOOR PLAN. ANY REVISIONS MUST BE WRITTEN, DULY SIGNED AND DATED BY THE ARCHITECT OR ENGINEER IN CHARGE. PERMISSION FROM THE CONTRACTOR IS REQUIRED FOR ANY CHANGES.		



Scale 1/4" = 1'
PROPOSED LAYOUT- MENDON LIBRARY



Design Space Studios, LLC
 7 Gilhall Circle
 Fairport, NY 14450

Proposal 2403697

Mendon Library

Date: 04/10/2024
Expiration Date: 05/09/2024

Please make PO's out to:
 Smith Systems
 1150 Luna Rd.
 Carrollton, TX 75006
 NYS Contract #

ERG International
 361 N Bernoulli Circle
 Oxnard, CA 93030
 NYS Contract #PC70195

Exemplis - Sit on It
 6415 Katella Avenue
 Cypress CA 90630
 NYS Contract: PC68328

Enwork
 12900 Christopher Drive
 Lowell, Michigan 49331
 NYS Contract #PC70167

DESCRIPTION	QTY	RATE	AMOUNT
Smith Systems			1,044.30
55007# FLOWFORM - Tapered Cylinder Stool	2	418.95	837.90
FREIGHT	1	206.40	206.40
ERG International			6,726.00

All Quotes are Valid for (30) Days From Date of Issue & Subject to Attached Terms and Conditions of Sale.
 NYS Women Business Enterprise (WBE)

DESCRIPTION	QTY	RATE	AMOUNT
CH-1A - 1206/2FO/1206P LAGUNA 48"W BANQUETTE SEAT HEIGHT: 18" BACK HEIGHT: 30" FABRIC: GRADE 9 BACK: ARCCOM CRESCENDO EMERALD #6 AC63035 FABRIC DIR BACK: RAILROAD SEAT: ARCCOM ETCH GRANITE #12 AC-68161 LEGS: BRUSHED ALUMINUM 2FO: TWO FABRIC OPTION	2	2,193.75	4,387.50
T-1 - COR3048-PVC CORSA 30X48 TABLE TABLE HEIGHT: 29" BASE SPREAD: 2-17"D BASES LAMINATE: FORMICA WHITE WASHED 6372-NG EDGE DETAIL: GR 2B 3MM X 1.25" FLAT PVC EDGE COLOR: CREAM BASE: BRUSHED ALUMINUM SF: POWDERCOAT FINISH	1	657.00	657.00
INSIDE DELIVERY FEE	1	1,681.50	1,681.50
Exemplis - Sit on It			4,872.96
CH-3 - 2222 F A128 B1 FG1 C16 B0 MC31 FC1 Z1 AC Wit Task Chair BACK SIZE - Midback with Adjustable Lumbar MECHANISM - Standard Synchro ARM STYLE - Height Adjustable BACK STYLE - Mesh TEXTILE - Grade 1 Dash-Cloud CASTERS - Carpet Casters CYLINDER HEIGHT - Standard Cylinder BASE MATERIAL - Black Nylon MESH COLOR - Apple FRAME COLOR - Black SUPPORT COLOR - Black	12	338.40	4,060.80
INSIDE DELIVERY FEE	1	812.16	812.16
Enwork			5,129.76
T-2 Computer Table w/Power Arctic White Laminate - Pecan Walnut	1	4,274.80	4,274.80
Inside Delivery Fee	1	854.96	854.96
		Subtotal:	17,773.02
		Tax:	0.00
		Total (USD):	17,773.02

All Quotes are Valid for (30) Days From Date of Issue & Subject to Attached Terms and Conditions of Sale.
NYS Women Business Enterprise (WBE)

Client: _____

By: _____

Date: _____

Name: _____

Title: _____

***Signed Proposal shall be returned as email attachment to purchasing@designspacestudios.com**

Terms and Conditions

- 1. Agreement.** These Terms and Conditions apply to the Proposal submitted by DSS and are material terms and conditions of said Proposal. These Terms and Conditions are part of the Proposal and collectively the Proposal and these Terms and Conditions are hereinafter referenced as the 'Agreement'. All defined terms in the Proposal are given the same meaning and definition herein.
- 2. Pricing.** The pricing for the Services and/or Goods set forth on the Proposal shall be valid for a period of 30 days from the date of the Proposal.
- 3. Deposit.** Any deposit (if required) shall be due and payable within 10 days of Client's acceptance of the Proposal. Client's failure to tender the deposit within said 10-day period shall result in the Proposal being deemed null and void.
- 4. Payment.** Invoices are due and payable within 30 days of issuance. Account balances not paid in full within such 30-day period shall be charged an administrative fee equal to 5% of the outstanding balance and shall accrue interest at the rate of 16% per annum until the balance is paid in full.
- 5. Changes and Cancellations.** Client may not change or cancel any part of the Agreement without incurring additional charges up to the full amount of the Proposal. All changes and cancellations are subject to DSS approval.
- 6. Taxes.** The price listed on the Proposal for the Goods and/or Services includes taxes, duties, excises, or other charges imposed by law. It is Client's responsibility to provide proper and sufficient documentation if Client is tax exempt.
- 7. Timing.** The Delivery Date and/or Completion Date are not guaranteed. DSS shall endeavor in good faith to deliver the Goods and/or complete the Services in accordance with the Agreement; however, conditions outside the control of DSS may delay the delivery of the Goods and/or the performance of the Services. DSS shall not be liable for any delay and/or failure to deliver the Goods and/or complete the Services in accordance with the Agreement. Unless otherwise arranged, delivery and installation hours are Monday through Friday, 7:30am-4:00pm. The delivery and installation schedule shall be mutually agreed upon by DSS and Client and any changes made by Client to the agreed-upon delivery and installation schedule may result in additional costs to Client and/or delay in delivery of the Goods and/or completion of the Services.
- 8. Manner of Delivery.** Means of delivery are identified in the Proposal. The following obligations shall apply to the identified means of delivery: (a) Delivered and Installed: DSS bears full responsibility of delivering the Goods in acceptable condition and handling damage and freight claims; (b) Direct: Goods are shipped and invoiced FOB factory. Client assumes all responsibility regarding damage and freight inquiries and claims.
- 9. Delivery and Installation.** DSS shall have exclusive access to those areas of Client's property necessary for delivery and installation, including the installation area, loading docks, elevators, stairs, means of access and working areas. Stairs or walk-ups may result in additional charges to Client. All areas required for delivery and installation must be free and clear of debris, impediments, personnel and other trades, and shall be ready to accept delivery and/or installation of the Goods and/or Services without obstruction. DSS will take all commercially reasonable efforts to prevent damage to Client's property during delivery and installation. Client shall be responsible for supplying an electrician and/or data/phone cabling contractor should the Goods require such installation processes to be considered complete. Failure of Client to provide said contractors and/or failure of said contractors to perform their required obligations shall not be a basis for Client to withhold acceptance of the Goods and/or Services.
- 10. Inspection and Acceptance.** All Goods delivered to Client shall be subject to final inspection and acceptance by Client. Client shall inspect all Goods immediately upon Client's receipt of the same and shall notify DSS of any missing, damaged and/or incorrect items within 24 hours of Client's receipt of the Goods. Failure to immediately conduct said inspection and/or notify DSS of any defects within 24 hours of Client's receipt of the Goods, shall be deemed a waiver of the same and shall be considered Client's acceptance of the Goods. In the event DSS is responsible for installation of the Goods, a final inspection shall be conducted by DSS and Client immediately upon the completion of installation. If necessary, and within 24 hours of the completion of installation, DSS and Client shall develop an agreed upon 'punch list' of any items that need to be addressed. Failure to immediately conduct said inspection and/or develop the 'punch list' within 24 hours of completion of installation shall be deemed a waiver of the same and shall be considered Client's acceptance of the Goods. Client's acceptance shall not be unreasonably withheld.
- 11. Representations and Warranties.** DSS warrants that: (a) the Goods correspond with the description and specifications on the Proposal, (b) the Goods are of good and merchantable quality, (c) the Goods are free from liens and encumbrances, and (d) all Services will be provided in a good and workman like manner in accordance with local generally accepted industry standards. DSS makes no other representation or warranty regarding the Goods and/or Services unless expressly provided in the Agreement. DSS is not the manufacturer of the Goods. Client shall look solely to the manufacturer of the Goods for warranty claims (if any) and hereby waives any claims against DSS regarding the same. Client warrants that: (a) there are no known health, safety, environmental or dangerous conditions that exist on Client's property that will result in damage or danger to DSS, (b) that Client will comply with all terms of the Agreement, and (c) that the person signing the Agreement has the authority to sign the same and legally bind the Client to the Agreement.
- 12. Limitation on Liability.** DSS's liability, if any, on any claim relating to the Goods and/or Services, whether based on contract, warranty, tort or other grounds, shall not exceed the price allocable to the Goods and/or Services. DSS shall not be liable for special, consequential, incidental or punitive damages, including, but not limited to, loss of profits and/or revenue, or any damages to or claims by third-parties.
- 13. Indemnification.** Client shall defend, indemnify and hold DSS harmless from any and all liabilities, losses, damages, claims, suits, costs and expenses (including court costs and reasonable attorney's fees) including, without limitation, injury to any person (including death) or damage to any property, arising out of Client's breach of its representations, warranties, or covenants in the Agreement.
- 14. Damage to Client's Property.** Client assumes all risk and liability resulting from any normal wear and tear damage to its property arising from DSS's delivery/installation of the Goods and/or performance of the Services unless such damage results from the willful misconduct or gross negligence of DSS.
- 15. Waiver and Modification.** No waiver or modification of the Agreement shall be binding upon DSS unless agreed to by DSS in a signed writing. Failure by DSS to enforce strict compliance shall not constitute a waiver of any of the provisions of the Agreement. No delay or omission by DSS in exercising any right or remedy shall be a waiver thereof. No single or partial waiver by DSS shall preclude any other or further exercise thereof. All rights and remedies of DSS are cumulative.
- 16. Remedies.** In the event of a breach of the Agreement, DSS shall have all legal rights and remedies provided under applicable laws, including injunctive relief and the imposition of any applicable lien(s).
- 17. Severability.** If any provision of the Agreement is or becomes void or unenforceable for any reason, then the validity of the remaining provisions of the Agreement shall not be affected.
- 18. Choice of Law; Jurisdiction; Waiver of Jury Trial; Attorney Fees.** The Agreement shall be governed by the laws of the State of New York without regard to principles of conflict of laws. Any claims arising out of or related to the Agreement, the Goods and/or the Services shall be brought exclusively in New York State Supreme Court, Monroe County, New York. Client irrevocably consents to the jurisdiction of all such courts. DSS and Client hereby waive any right to trial by jury in any action to enforce, defend, construe, or otherwise concerning the Agreement, the Goods and/or the Services. In the event DSS incurs attorneys' fees to enforce any provision of the Agreement, Client shall be liable for all disbursements, court costs and reasonable attorneys' fees incurred, regardless of whether an action is commenced.
- 19. Entire Agreement.** The Agreement contains the entire agreement between DSS and Client regarding the subject matter of the Agreement, and supersedes any prior agreements or representations, whether oral or written, and no agreement, representation or understanding not specifically contained in the Agreement shall be binding, unless reduced to writing and signed by DSS and Client. In the event DSS and Client enter into an additional or separate writing and the terms of such writing differ on any matter, the terms of the Agreement shall control unless the new writing clearly indicates the express intent to supersede the Agreement, in whole or in part, in which case the new writing shall control only to the extent to the specific section(s) referenced.
- 20. Force Majeure.** Failure of DSS to perform any of its obligations under the Agreement resulting from any cause or causes beyond DSS's control, including, but not limited to, fire, earthquake, weather related events, pandemic, strikes, labor disputes, acts of God, terrorism, civil unrest, war, material shortages and/or delays, transportation delays, and acts or orders of the government shall not constitute an actionable default or breach of the Agreement.
- 21. Survival.** The Agreement shall survive the delivery and/or installation of the Goods and completion of the Services.
- 22. Counterparts.** The Agreement may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Any counterpart to which is attached the signatures of all parties shall constitute an original. For all purposes, a facsimile or other electronic version (e.g., a .pdf) of the executed Agreement is deemed to be an original.
- 23. Storage of Goods.** DSS reserves the right to place Goods in storage at Client's risk and expense if delivery of Goods is delayed because of the action or inaction of Client. Any and all charges for storage, double handling and other associated costs incurred by DSS will be invoiced to Client and may be required to be prepaid prior to delivery to Client. Client accepts all risk of loss for Goods when delay is the result of Client.
- 24. Confidentiality and Non-Disclosure.** DSS and Client shall keep confidential and not disclose to any person or entity any information or materials pertaining to the Agreement, including, but not limited to, vendor information, purchase orders, designs, specifications and pricing.

All Quotes are Valid for (30) Days From Date of Issue & Subject to Attached Terms and Conditions of Sale.
NYS Women Business Enterprise (WBE)

design space
studios

April 4 2024

MENDON LIBRARY
TEEN CENTER

BENCH UPHOLSTERY



BANQUET BENCHES & TABLE- (1) table & (2) benches



TABLE TOP LAMINATE



TABLE LEGS

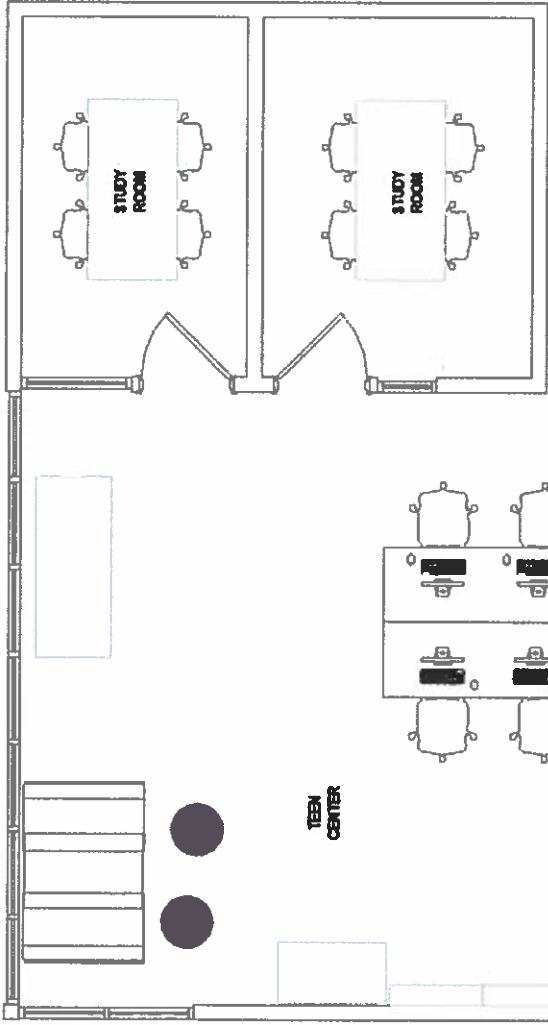


COMPUTER TABLE (2)



COLLABORATION SPACE

design space



OTTOMANS- \$420 EACH
Qty. 2



TASK CHAIRS- \$350 EACH
Qty. 12

TABLE TOP LAMINATE



BUDGET PRICES DO NOT INCLUDE COSTS TO RECEIVE, DELIVERY AND INSTALLATION FURNITURE PER NYS CONSTRUCT

design space
studios

Thank You!



designspacestudios.com



hello@designspacestudios.com



585.673.8027



135 Sully's Trail, Pittsford NY 14534
Suite 12



Shopping Cart

Products in Cart



Cart Summary

Item Price Qt



Single Booth w/ Metal Frame 36"H
x 48"W x 24"D
Seat color Apple
Back color Apple
Item # W13666630

\$3,179.00 2

\$6,358.00

PRINT SHARE

Contract Used: [View Terms](#)

NYS Informal offer

This product ships directly from the manufacturer in approximately 35 working days.

Merchandise Total \$16,202.00

Shipping \$1,726.43

12 \$3,540.00 \$0.00



Demco Tidal Task Chair Height
Adjust 15-1/2"H to 20-1/4"H
Color Kiwi
Item # W13838680

\$295.00 12

Cart Total \$17,928.43

This product ships directly from the manufacturer in approximately 20 working days.



Std Booth Table w/Vinyl Trim/ Sngl
Ped 30x46x30
Specify Top color Neutral Glace
Item # W13636850

\$579.00 1

\$579.00

This product ships directly from the manufacturer in approximately 35 working days.



Belkin RockStar 10-Port USB
Charging Station
Item # W13805460

\$169.00 1

\$169.00

This product ships directly from the manufacturer in approximately 3 working days.

Item

Price Q



JSI Reef Panel Table 37"H x 72"W
x 42"D

\$1,389.00 4 \$5,556.00

Top Color Designer White

Side Panel Colors Florence Walnut

Item # W13745070

 This product ships directly from the manufacturer in approximately 20 working days.

Shipping Address

LYLA GRILLS

 EDIT

Mendon Public Library

MENDON PUBLIC LIBRARY, 22 North Main St

22 North Main St

Honeoye Falls NY 14472

Billing Address

 EDIT

Town of Mendon Public Library

22 N Main St

Honeoye Falls NY 14472-1014

Proceed to Checkout

Create Quote

Most Frequently Purchased Items