

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**COUNTY ADDENDUM  
FOR CARES ACT PURCHASE(S)  
(Facilities Resource, Inc.)**

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**Important Notice:** County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, and the Texas Transportation Code, the Texas Health & Safety Code.

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Client" or "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Facilities Resource, Inc.** (hereinafter "Service Provider" or "FRI"). Customer agrees to engage Service Provider as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**Incorporated Documents:** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. FRI's Quote, dated December 13, 2021;
- B. Kimball OMNIA Partners Contract #2019.001896;
- C. ESI Ergonomics OMNIA Partners Contract #R180401;
- D. Trendway OMNIA Partners Contract #R191817; and
- E. This County Addendum for Purchase of Goods and Services.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

## II.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

## III.

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the goods or services rendered.

## IV.

**Good Faith:** Service Provider agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

## V.

**Relationship of the Parties:** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

## VI.

**Texas Law Applicable to Indemnification and Limitation of Liability:** All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

## VII.

**Payment:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a



Saturday or Sunday.

#### VIII.

**Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods received.**

#### IX.

**Right to Audit:** Service Provider agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that Customer shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Service Provider reasonable advance notice of intended audits. In no circumstances will Service Provider be required to create or maintain documents not kept in the ordinary course of Service Provider's business operations, nor will Service Provider be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

#### X.

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

#### XI.

**Venue and Governing Law:** Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

#### XII.

**No Assignment:** This agreement may not be assigned by either party without prior written consent.


**XIII.**

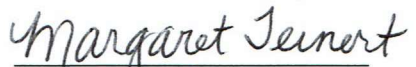
**County Judge or Presiding Officer Authorized to Sign Agreement:** The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

FRI:

  
Bill Gravell (Dec 21, 2021 16:40 CST)  
Authorized Signature  
Date: Dec 21, 2021, 2021

  
Margaret Seinert  
Authorized Signature  
Date: 12-16, 2021

December 13, 2021

Mr. Tom Stanfield  
Williamson County  
3101 Inner Loop  
Georgetown, TX 78626

Re: 21372A – Lott for Sheriff's CIT

Kimball OMNIA Partners Contract #2019.001896  
ESI Ergonomics OMNIA Partners Contract #R180401  
Trendway OMNIA Partners Contract #R191817

Dear Tom:

### **PROJECT DESCRIPTION**

Facilities Resource, Inc. is pleased to respond to your request for a fee proposal for furniture and services for the Williamson County Lott Building located in Williamson County, Texas.

### **SCOPE OF WORK**

FRI will provide furniture and services as outlined below.

#### **Height Adjustable Desk Office**

**\$3,714.06**

(1) L Shaped 30" x 72" Height Adjustable Desk with Box/File,  
(1) Lateral File  
(2) Upholstered Stack Chairs w/Glides, No Arms  
Fabric: TBD  
(1) Task Chairs  
Melora, Task Chair, Mesh Back, Upholstered Seat, 3 Shift  
Armless, Synchro, four Lock, Slider, Black Frame, Black Mesh  
Fabric: TBD  
Finishes: TBD

#### **Straight Desk Office**

**\$2,687.12**

(1) Straight Desk 30" x 72" with (2) Box/File,  
(1) Lateral File  
(2) Upholstered Stack Chairs w/Glides, No Arms  
Fabric: TBD  
(1) Task Chairs  
Melora, Task Chair, Mesh Back, Upholstered Seat, 3 Shift  
Armless, Synchro, four Lock, Slider, Black Frame, Black Mesh  
Fabric: TBD  
Finishes: TBD

#### **L-Shape Desk Offices**

**\$8,903.54**

(2) L-Shape Desk 30"x72" Main Desk, 42D Return  
Box/Box/File, File/File, Monitor Arms,  
T-Legs, w/Grommet  
(4) Upholstered Stack Chairs w/Glides, No Arms  
(4) Task Chairs  
Melora, Task Chair, Mesh Back, Upholstered Seat, 3 Shift  
Armless, Synchro, four Lock, Slider, Black Frame, Black Mesh  
Fabric: TBD  
Finishes: TBD

**Four Person Office**

**\$9,996.96**

(4) 30" x 66" Desk w/2-Box/File, Monitor Arm  
(4) Upholstered Stack Chairs w/Glides, No Arms  
(4) Task Chairs  
Melora, Task Chair, Mesh Back, Upholstered Seat, 3 Shift  
Armless, Synchro, four Lock, Slider, Black Frame, Black Mesh  
Fabric: TBD  
Finishes: TBD

**Conference Room**

**\$10,103.44**

(1) 48" x 168" Arc End Table  
(12) Task Chairs  
Melora, Task Chair, Mesh Back, Upholstered Seat, 3 Shift  
Armless, Synchro, four Lock, Slider, Black Frame, Black Mesh  
Fabric: TBD  
Finishes: TBD

**Lobby**

**\$2,491.00**

(4) Guest Chairs  
(1) Lounge Table  
(2) Storage Cabinets

**Break Room**

**\$ 871.70**

(2) Poly, Stacking Plastic Chairs  
(1) 24" x 24" Square Table  
Finishes: TBD

**Small Conference Room**

**\$1,569.64**

(1) 42" Round Conference Table  
(4) Upholstered Stack Chairs w/Glides, No Arms  
Fabric: TBD  
Finishes: TBD

**Open Area**

**\$1,297.66**

(1) Double Door Shelf/Lateral File  
Laminate: TBD

**Manufacturer Commodity Surcharge**

**\$5,847.18**

**FRI Services: Receipt, Delivery and Installation**

**\$3,800.00**

*Receipt, Delivery and Installation Included. Installation to be completed during regular business hours*

|                            |                    |
|----------------------------|--------------------|
| ➤ Subtotal:                | <b>\$51,282.30</b> |
| ➤ State of Texas Sales Tax | <b>\$ N/A</b>      |
| ➤ Total for Furniture      | <b>\$51,282.30</b> |



If this proposal is acceptable, please indicate by signing below and returning to me. This fee proposal is valid for 60 days from the date of this letter. We appreciate the opportunity to work with you and anticipate a successful project. If there is any further information we can provide, please contact me.

Agreed:

\_\_\_\_\_  
Williamson County

Date: \_\_\_\_\_

\_\_\_\_\_  
Facilities Resource, Inc.

Date: \_\_\_\_\_



Facilities Resource Inc.  
11100 Metric Blvd  
Suite 450  
Austin, TX 78758  
512-371-1232

## QUOTATION & CONTRACT

| DATE             | QUOTE #       |
|------------------|---------------|
| 12/14/21         | 21372A        |
| SALES REP        | PAYMENT TERMS |
| Shannon Williams | Per Contract  |

### BILL TO:

Tom Stanfield  
Williamson County  
710 S. Main Street  
Georgetown, TX 78626-5703

PH: 512.943.1636  
C: 512.818.4180

### CUSTOMER PURCHASE ORDER

### FINAL LOCATION:

Tom Stanfield  
Sheriff's Office  
Williamson County  
107 Holly Street  
Georgetown, TX 78626-5604

PH: 512.943.1636  
C: 512.818.4180

### SUMMARY INFORMATION

Kimball OMNIA Partners Contract #2019.001896  
ESI Ergonomics OMNIA Partners Contract #R180401  
Trendway OMNIA Partners Contract #R191817

| ITEM # | QTY  | PRODUCT                                                                                                                                                                                                                                                                                                         | UNIT PRICE | EXT. PRICE  |
|--------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|
| 1      | 1.00 | FCH4CX BLK<br>Desktop Power Module Including (2) AC Power and (1) USB-A Outlet, (1) USB-C Outlet. Includes a 14' (6)-Outlet Black Power Adapter, Mounts on Top or Under Desk<br>BLK = Black (Finish)<br>-- TAG/LOCATION: FCH4CX                                                                                 | \$ 179.10  | \$ 179.10   |
| 2      | 8.00 | FCHHUB-ES BLK<br>FlexCharge Power Hub for Sena, SenaEX, Edge, and Evolve Monitor Arms<br>BLK = Black (Finish)<br>-- TAG/LOCATION: FCHHUB-ES                                                                                                                                                                     | \$ 104.40  | \$ 835.20   |
| 3      | 6.00 | SENA BLK<br>Sena Series Gas Spring Single Monitor Arm, Includes Desk Clamp & Grommet Mount<br>BLK = Black (Finish)<br>-- TAG/LOCATION: Sena                                                                                                                                                                     | \$ 129.60  | \$ 777.60   |
| 4      | 2.00 | SENA2 BLK<br>Sena Series Gas Spring Dual Monitor Arm, Includes Desk Clamp & Grommet Mount<br>BLK = Black (Finish)<br>-- TAG/LOCATION: Sena2                                                                                                                                                                     | \$ 240.30  | \$ 480.60   |
| 5      | 8.00 | K44TMUFA3S BK BK 2 ... XA S4LSL 462 C48<br>MELORA,TASK,MESH BACK,UPHOLSTERED SEAT,FULLY ASSY,3 SHIFT<br>BK = BLACK FRAME (FRAME COLOR)<br>BK = BLACK MESH (FRAME AND BACK MESH COLOR)<br>2 = GRADE 2 (SEAT UPHOLSTERY GRADE)<br>... = Skipped Option (SEAT UPHOLSTERY PATTERN COLOR)<br>XA = ARMLESS (ARM TYPE) | \$ 494.50  | \$ 3,956.00 |





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|--------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
|        |       | S4LSL = SYNCHRO,FOUR LOCK,SLIDER (SYNCHRO CONTROL)<br>462 = CINDER PLASTIC (BASE COLOR/TYPE)<br>C48 = BLACK HARD DUAL WHEEL,HVY DUTY (CASTER)<br>-- TAG/LOCATION: TMUFA3S                                                                                                                                                                                                                                                              |             | \$ 3,956.00 |
| 6      | 12.00 | K44TMUFA BK BK 2 ... XA S1L 462 C46<br>MELORA,TASK,MESH BACK,UPHOLSTERED SEAT,FULLY ASSEMBLED<br>BK = BLACK FRAME (FRAME COLOR)<br>BK = BLACK MESH (FRAME AND BACK MESH COLOR)<br>2 = GRADE 2 (SEAT UPHOLSTERY GRADE)<br>... = Skipped Option (SEAT UPHOLSTERY PATTERN COLOR)<br>XA = ARMLESS (ARM TYPE)<br>S1L = SYNCHRO,ONE LOCK (SYNCHRO CONTROL)<br>462 = CINDER PLASTIC (BASE COLOR/TYPE)<br>C46 = BLACK HARD DUAL WHEEL (CASTER) | \$ 420.90   | \$ 5,050.80 |
| 7      | 2.00  | K95P ... PQ1-3<br>POLY,STACKING,PLASTIC<br>... = Skipped Option (PLASTIC COLOR)<br>PQ1-3 = PRICE QTY 1-3 CHAIRS (PRICE TIER)<br>-- TAG/LOCATION: POLLY                                                                                                                                                                                                                                                                                 | \$ 182.62   | \$ 365.24   |
| 8      | 1.00  | KCCB103<br>CSGDS,LOCK CORE-BLK,BLK HNGD KEY,KEY 103<br>-- TAG/LOCATION: KCCB103                                                                                                                                                                                                                                                                                                                                                        | \$ 13.34    | \$ 13.34    |
| 9      | 2.00  | KCCB104<br>CSGDS,LOCK CORE-BLK,BLK HNGD KEY,KEY 104<br>-- TAG/LOCATION: KCCB104                                                                                                                                                                                                                                                                                                                                                        | \$ 13.34    | \$ 26.68    |
| 10     | 2.00  | KCCB107<br>CSGDS,LOCK CORE-BLK,BLK HNGD KEY,KEY 107<br>-- TAG/LOCATION: KCCB107                                                                                                                                                                                                                                                                                                                                                        | \$ 13.34    | \$ 26.68    |
| 11     | 2.00  | KCCB113<br>CSGDS,LOCK CORE-BLK,BLK HNGD KEY,KEY 113<br>-- TAG/LOCATION: KCCB113                                                                                                                                                                                                                                                                                                                                                        | \$ 13.34    | \$ 26.68    |
| 12     | 1.00  | 45F297242TLTEH9L P G1CMB X STD ... 462<br>XSEDE,29DX72W MAIN 42D RET,DESK,L-UNIT,T-LEGS,EXT HGT,HPL<br>P = 1/8" MOLDED VIN (RIM PROFILE)<br>G1CMB = G1,CENTER,MATTE BLACK (WORKSURFACE GROMMET)<br>X = NO GROMMET (RETURN SURFACE GROMMET)<br>STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP)<br>... = Skipped Option (LAMINATE COLOR)<br>... = Skipped Option (RIM COLOR)<br>462 = CINDER (FRAME PAINT COLOR HA)                        | \$ 1,195.60 | \$ 1,195.60 |



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| ITEM # | QTY   | PRODUCT                                                                                                                                                                                                                                                                                                                                                                                      | UNIT PRICE | EXT. PRICE  |
|--------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|
|        |       | -- TAG/LOCATION: 297242EHL                                                                                                                                                                                                                                                                                                                                                                   |            | \$ 1,195.60 |
| 13     | 1.00  | 45F31CBS<br>XSEDE,31W CABLE BASKET,SILVER<br>-- TAG/LOCATION: CABLE_BSCKT                                                                                                                                                                                                                                                                                                                    | \$ 36.40   | \$ 36.40    |
| 14     | 11.00 | 14S2415PBFMLL ARC462 KSS STD ... 4C462<br>FOOTPRINT,24DX15W,LOW STORAGE,PED,BF,METAL TOP,TFL FRONT<br>ARC462 = ARC,CINDER (PULL)<br>KSS = SPECIFY SILVER CORE SEPARATE (LOCK)<br>STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP)<br>... = Skipped Option (PAINT COLOR)<br>... = Skipped Option (LAMINATE COLOR)<br>4C462 = 4 INCH CASTER CINDER (SUPPORT)<br>-- TAG/LOCATION: BF-TFL | \$ 606.74  | \$ 6,674.14 |
| 15     | 1.00  | KSCD001<br>LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 001<br>-- TAG/LOCATION: KSCD001                                                                                                                                                                                                                                                                                                    | \$ 13.34   | \$ 13.34    |
| 16     | 1.00  | KSCD002<br>LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 002<br>-- TAG/LOCATION: KSCD002                                                                                                                                                                                                                                                                                                    | \$ 13.34   | \$ 13.34    |
| 17     | 1.00  | KSCD003<br>LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 003<br>-- TAG/LOCATION: KSCD003                                                                                                                                                                                                                                                                                                    | \$ 13.34   | \$ 13.34    |
| 18     | 1.00  | KSCD004<br>LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 004<br>-- TAG/LOCATION: KSCD004                                                                                                                                                                                                                                                                                                    | \$ 13.34   | \$ 13.34    |
| 19     | 1.00  | KSCD005<br>LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 005<br>-- TAG/LOCATION: KSCD005                                                                                                                                                                                                                                                                                                    | \$ 13.34   | \$ 13.34    |
| 20     | 1.00  | KSCD006<br>LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 006<br>-- TAG/LOCATION: KSCD006                                                                                                                                                                                                                                                                                                    | \$ 13.34   | \$ 13.34    |
| 21     | 1.00  | KSCD007<br>LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 007<br>-- TAG/LOCATION: KSCD007                                                                                                                                                                                                                                                                                                    | \$ 13.34   | \$ 13.34    |
| 22     | 1.00  | KSCD008<br>LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 008                                                                                                                                                                                                                                                                                                                                | \$ 13.34   | \$ 13.34    |



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| ITEM # | QTY  | PRODUCT                                                                                                                                                                                                                                                                                                                  | UNIT PRICE | EXT. PRICE  |
|--------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|
|        |      | -- TAG/LOCATION: KSCD008                                                                                                                                                                                                                                                                                                 |            | \$ 13.34    |
| 23     | 1.00 | KSCD009<br>LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 009<br>-- TAG/LOCATION: KSCD009                                                                                                                                                                                                                                | \$ 13.34   | \$ 13.34    |
| 24     | 1.00 | KSCD010<br>LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 010<br>-- TAG/LOCATION: KSCD010                                                                                                                                                                                                                                | \$ 13.34   | \$ 13.34    |
| 25     | 1.00 | KSCD103<br>LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 103<br>-- TAG/LOCATION: KSCD103                                                                                                                                                                                                                                | \$ 13.34   | \$ 13.34    |
| 26     | 4.00 | 53K3028MPL ...<br>PRIORITY,30WX28H,MODESTY/BACK PANEL,FULL HEIGHT,LAMINATE<br>... = Skipped Option (CHASSIS LAMINATE COLOR)                                                                                                                                                                                              | \$ 98.90   | \$ 395.60   |
| 27     | 4.00 | 53K3066WSSL P X STD ... ..<br>PRIORITY,30DX66W,SURFACE,RECTANGLE,HPL<br>P = 1/8" MOLDED VIN (RIM PROFILE)<br>X = NO GROMMET (WORKSURFACE GROMMET)<br>STD = STANDARD GROUP 1 (SURFACE LAMINATE PRICE GROUP)<br>... = Skipped Option (LAMINATE COLOR)<br>... = Skipped Option (VIN RIM COLOR)<br>-- TAG/LOCATION: PRIORITY | \$ 258.52  | \$ 1,034.08 |
| 28     | 3.00 | 53K3072WSSL P X STD ... ..<br>PRIORITY,30DX72W,SURFACE,RECTANGLE,HPL<br>P = 1/8" MOLDED VIN (RIM PROFILE)<br>X = NO GROMMET (WORKSURFACE GROMMET)<br>STD = STANDARD GROUP 1 (SURFACE LAMINATE PRICE GROUP)<br>... = Skipped Option (LAMINATE COLOR)<br>... = Skipped Option (VIN RIM COLOR)<br>-- TAG/LOCATION: PRIORITY | \$ 265.88  | \$ 797.64   |
| 29     | 3.00 | 53K3628MPL ...<br>PRIORITY,36WX28H,MODESTY/BACK PANEL,FULL HEIGHT,LAMINATE<br>... = Skipped Option (CHASSIS LAMINATE COLOR)                                                                                                                                                                                              | \$ 119.60  | \$ 358.80   |
| 30     | 2.00 | 53KE2415PUOBBBFL 89_462 KS ... ..<br>PRIORITY,24DX15W,UNDERSURF PEDESTAL,OPEN<br>BACK,BBF,LAMINATE<br>89_462 = STUDIO,CINDER (PULL)<br>KS = SPECIFY CORE SEPARATELY (LOCK)<br>... = Skipped Option (FRONT LAMINATE COLOR)                                                                                                | \$ 424.58  | \$ 849.16   |



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|--------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|
|        |      | ... = Skipped Option (CHASSIS LAMINATE COLOR)<br>-- TAG/LOCATION: BBF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            | \$ 849.16   |
| 31     | 1.00 | 53KE2436LFF2L P 89_462 KS STD ... ..<br>PRIORITY,24DX36H,LATERAL FILE,2 DRAWER,LAMINATE<br>P = 1/8" MOLDED VIN (RIM PROFILE)<br>89_462 = STUDIO,CINDER (PULL)<br>KS = SPECIFY CORE SEPARATELY (LOCK)<br>STD = STANDARD GROUP 1 (SURFACE LAMINATE PRICE GROUP)<br>... = Skipped Option (LAMINATE COLOR)<br>... = Skipped Option (FRONT LAMINATE COLOR)<br>... = Skipped Option (CHASSIS LAMINATE COLOR)<br>... = Skipped Option (VIN RIM COLOR)<br>-- TAG/LOCATION: 2D LF 36L                                                                                                                                                         | \$ 649.98  | \$ 649.98   |
| 32     | 1.00 | 53KE2448RLEFL2 P 89_462 KS H G1CMB MG1MB STD ... ..<br>PRIORITY,24DX48W,RETURN,LEFT,HPL,FF<br>P = 1/8" MOLDED VIN (RIM PROFILE)<br>89_462 = STUDIO,CINDER (PULL)<br>KS = SPECIFY CORE SEPARATELY (LOCK)<br>H = MODESTY HINGED (MODESTY PANEL)<br>G1CMB = G1,CENTER,MATTE BLACK (WORKSURFACE GROMMET)<br>MG1MB = MODESTY GROMMET,MATTE BLACK (MODESTY GROMMET)<br>STD = STANDARD GROUP 1 (SURFACE LAMINATE PRICE GROUP)<br>... = Skipped Option (LAMINATE COLOR)<br>... = Skipped Option (FRONT LAMINATE COLOR)<br>... = Skipped Option (CHASSIS LAMINATE COLOR)<br>... = Skipped Option (VIN RIM COLOR)<br>-- TAG/LOCATION: PRIORITY | \$ 731.86  | \$ 731.86   |
| 33     | 1.00 | 53KE2448RREFL2 P 89_462 KS X G1CMB MG1MB STD ... ..<br>PRIORITY,24DX48W,RETURN,RIGHT,HPL,FF<br>P = 1/8" MOLDED VIN (RIM PROFILE)<br>89_462 = STUDIO,CINDER (PULL)<br>KS = SPECIFY CORE SEPARATELY (LOCK)<br>X = MODESTY FIXED (MODESTY PANEL)<br>G1CMB = G1,CENTER,MATTE BLACK (WORKSURFACE GROMMET)<br>MG1MB = MODESTY GROMMET,MATTE BLACK (MODESTY GROMMET)<br>STD = STANDARD GROUP 1 (SURFACE LAMINATE PRICE GROUP)<br>... = Skipped Option (LAMINATE COLOR)<br>... = Skipped Option (FRONT LAMINATE COLOR)<br>... = Skipped Option (CHASSIS LAMINATE COLOR)<br>... = Skipped Option (VIN RIM COLOR)<br>-- TAG/LOCATION: PRIORITY | \$ 702.42  | \$ 702.42   |
| 34     | 7.00 | 53KE3018SESL ...<br>PRIORITY,30DX18W,END SUPPORT PANEL,LEFT,LAMINATE<br>... = Skipped Option (CHASSIS LAMINATE COLOR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 252.08  | \$ 1,764.56 |





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| ITEM # | QTY  | PRODUCT                                                                                                                                                                                                                                                                                                     | UNIT PRICE  | EXT. PRICE  |
|--------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
|        |      | -- TAG/LOCATION: ESL                                                                                                                                                                                                                                                                                        |             | \$ 1,764.56 |
| 35     | 7.00 | 53KE3018SESRL ...<br>PRIORITY,30DX18W,END SUPPORT PANEL,RIGHT,LAMINATE<br>... = Skipped Option (CHASSIS LAMINATE COLOR)<br>-- TAG/LOCATION: ESL                                                                                                                                                             | \$ 252.08   | \$ 1,764.56 |
| 36     | 1.00 | 53KE3667VHF2L 89_462 KS ... ..<br>PRIORITY,36WX67H,DOUBLE DOOR SHELF/LATERAL FILE,LAMINATE<br>89_462 = STUDIO,CINDER (PULL)<br>KS = SPECIFY CORE SEPARATELY (LOCK)<br>... = Skipped Option (FRONT LAMINATE COLOR)<br>... = Skipped Option (CHASSIS LAMINATE COLOR)<br>-- TAG/LOCATION: S/LF                 | \$ 1,297.66 | \$ 1,297.66 |
| 37     | 1.00 | 74K164015CFYL ... ..<br>DOCK, TABLE BASE, Y, BLADE, PAINT<br>... = Skipped Option (COLUMN COLOR)<br>... = Skipped Option (FOOT/BRIDGE COLOR)<br>-- TAG/LOCATION: 164015YL                                                                                                                                   | \$ 452.64   | \$ 452.64   |
| 38     | 1.00 | 74K2228RDBP 501 501<br>DOCK,22DIA X28H,ROUND DISC BASE,PAINT<br>501 = PLATINUM METALLIC (COLUMN COLOR)<br>501 = PLATINUM METALLIC (DISC COLOR)<br>-- TAG/LOCATION: 2228BP                                                                                                                                   | \$ 287.04   | \$ 287.04   |
| 39     | 1.00 | 74K2424SSQL P X STD ... ..<br>DOCK,MEETING TABLE,SOFT SQUARE,LAMINATE<br>P = 1/8" MOLDED VIN (RIM PROFILE)<br>X = NO GROMMET (GROMMET)<br>STD = STANDARD GROUP 1 (SURFACE LAMINATE PRICE GROUP)<br>... = Skipped Option (LAMINATE COLOR)<br>... = Skipped Option (VIN RIM COLOR)<br>-- TAG/LOCATION: 2424 L | \$ 219.42   | \$ 219.42   |
| 40     | 4.00 | 74K2428RRL STD ... 486<br>DOCK, RECTANGULAR ACCESS BASE, RADIUS ENDS, HPL<br>STD = STANDARD GROUP 1 (SURFACE LAMINATE PRICE GROUP)<br>... = Skipped Option (LAMINATE COLOR)<br>486 = CLEAR ANODIZED ALUMINUM (METAL TRIM COLOR)<br>-- TAG/LOCATION: 2428L                                                   | \$ 536.36   | \$ 2,145.44 |
| 41     | 1.00 | 74K2448SRTL P STD ... ..<br>DOCK, TABLE TOP, SOFT RECTANGULAR, LAMINATE 24X48<br>P = 1/8" MOLDED VIN (RIM PROFILE)<br>STD = STANDARD GROUP 1 (SURFACE LAMINATE PRICE GROUP)                                                                                                                                 | \$ 156.40   | \$ 156.40   |



Facilities Resource Inc.  
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512-371-1232

## QUOTATION & CONTRACT

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| 12/14/21         | 21372A        |
| SALES REP        | PAYMENT TERMS |
| Shannon Williams | Per Contract  |

| ITEM # | QTY  | PRODUCT                                                                                                                                                                                                                                                                                                                                                                                                              | UNIT PRICE  | EXT. PRICE  |
|--------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
|        |      | ... = Skipped Option (LAMINATE COLOR)                                                                                                                                                                                                                                                                                                                                                                                |             | \$ 156.40   |
|        |      | ... = Skipped Option (VIN RIM COLOR)                                                                                                                                                                                                                                                                                                                                                                                 |             |             |
|        |      | -- TAG/LOCATION: DOCK CONF                                                                                                                                                                                                                                                                                                                                                                                           |             |             |
| 42     | 1.00 | 74K3228CFX ...<br>DOCK, TABLE BASE, X, BLADE, FIXED, PAINT<br>... = Skipped Option (COLUMN COLOR)<br>... = Skipped Option (FOOT/BRIDGE COLOR)<br>-- TAG/LOCATION: 3228X                                                                                                                                                                                                                                              | \$ 295.78   | \$ 295.78   |
| 43     | 1.00 | 74K42RDL P X STD ...<br>DOCK, 42DIA, MEETING TABLE, ROUND, LAMINATE<br>P = 1/8" MOLDED VIN (RIM PROFILE)<br>X = NO GROMMET (GROMMET)<br>STD = STANDARD GROUP 1 (SURFACE LAMINATE PRICE GROUP)<br>... = Skipped Option (LAMINATE COLOR)<br>... = Skipped Option (VIN RIM COLOR)<br>-- TAG/LOCATION: DOCK                                                                                                              | \$ 287.96   | \$ 287.96   |
| 44     | 1.00 | 74K48168ARL P C7ILR_CUTOUT STD ... ***<br>DOCK, TABLE TOP, ARC-END, LAMINATE<br>P = 1/8" MOLDED VIN (RIM PROFILE)<br>C7ILR_CUTOUT = C7, 9.8X11, INS L&R, CUTOUT ONLY (GROMMET)<br>STD = STANDARD GROUP 1 (SURFACE LAMINATE PRICE GROUP)<br>... = Skipped Option (LAMINATE COLOR)<br>... = Skipped Option (VIN RIM COLOR)<br>*** = ---- (MODIFIED DEPTH)<br>*** = ---- (MODIFIED WIDTH)<br>-- TAG/LOCATION: DOCK CONF | \$ 1,548.36 | \$ 1,548.36 |
| 45     | 2.00 | KCE1110PDEHWSMAA<br>ELEC, E2X POWER/DATA CENTER, ANODIZED ALUMINUM, HARDWARE<br>-- TAG/LOCATION: P/D/H                                                                                                                                                                                                                                                                                                               | \$ 679.42   | \$ 1,358.84 |
| 46     | 2.00 | PLCAK ...<br>PACK LOCK CORE & KEYS<br>... = Skipped Option (S KEY NUMBER OPTION)<br>-- TAG/LOCATION: PLCAK                                                                                                                                                                                                                                                                                                           | \$ 4.76     | \$ 9.52     |
| 47     | 2.00 | PSDD536 .E .T2 ... .T<br>PACK DOUBLE-DOOR STORAGE CABINET 5-HIGH, 36"W<br>.E = STREAMLINE APPLIED PULL (PULL STYLE)<br>.T2 = TEXTURED TRIM COLORS (TRIM COLOR GROUP)<br>... = Skipped Option (TEXTURED TRIM COLOR)<br>.T = KEY ALIKE (MUST ORDER PLCAK) (LOCK OPTION - SILVER LOCK)<br>-- TAG/LOCATION: PSDD536                                                                                                      | \$ 589.90   | \$ 1,179.80 |



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| ITEM # | QTY   | PRODUCT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | UNIT PRICE  | EXT. PRICE  |
|--------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 48     | 16.00 | TV450 ... .AG .NC .1 .D ... .1 ...<br>LIVE STACK CHAIR W/ GLIDES, NO ARMS<br>... = Skipped Option (FRAME COLOR)<br>.AG = SILVER/WHITE NYLON PAD GLIDES (NYLON GLIDE)<br>.NC = NO CAL 133 (CAL 133 OPTION (EXTD LEAD TIME, CALL CUST SERVICE))<br>.1 = STANDARD SEATING FABRICS (SEAT FABRIC GRADE/PATTERN)<br>.D = GRD D HIGHEST OF DIFF. FABRICS (STANDARD SEATING FABRICS)<br>... = Skipped Option (SEAT FABRIC)<br>.1 = STANDARD SEATING FABRICS (BACK FABRIC GRADE/PATTERN)<br>... = Skipped Option (STANDARD SEATING FABRICS)<br>-- TAG/LOCATION: TV450 | \$ 173.16   | \$ 2,770.56 |
| 49     | 4.00  | TV470 ... .NB .NC .1 .D ... .1 ...<br>LIVE STACK CHAIR W/ CASTERS, NO ARMS<br>... = Skipped Option (FRAME COLOR)<br>.NB = NO SOFT BRAKING CASTERS (CASTER OPTION)<br>.NC = NO CAL 133 (CAL 133 OPTION (EXTD LEAD TIME, CALL CUST SERVICE))<br>.1 = STANDARD SEATING FABRICS (SEAT FABRIC GRADE/PATTERN)<br>.D = GRD D HIGHEST OF DIFF. FABRICS (STANDARD SEATING FABRICS)<br>... = Skipped Option (SEAT FABRIC)<br>.1 = STANDARD SEATING FABRICS (BACK FABRIC GRADE/PATTERN)<br>... = Skipped Option (STANDARD SEATING FABRICS)<br>-- TAG/LOCATION: TV470    | \$ 196.56   | \$ 786.24   |
| 50     | 1.00  | ESI Commodity Surcharge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ 162.00   | \$ 162.00   |
| 51     | 1.00  | Trendway Commodity Surcharge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ 492.18   | \$ 492.18   |
| 52     | 1.00  | Kimball Commodity Surcharge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$ 5,193.00 | \$ 5,193.00 |
| 53     | 1.00  | [No Product Number]<br>Receipt / Delivery / Installation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$ 3,800.00 | \$ 3,800.00 |

NOTES: \*Storage of product for up to 2 weeks is included in the proposal cost. Storage commences the date the product is received.

\*Additional storage will be calculated on a weekly basis and charged on a change order until the products leave the warehouse. Any outstanding storage change order older than 15 days will cause a hold on product release.

\*\*Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.



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| ITEM # | QTY | PRODUCT | UNIT PRICE | EXT. PRICE |
|--------|-----|---------|------------|------------|
|--------|-----|---------|------------|------------|

WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

X \_\_\_\_\_ Date 12/14/21  
Shannon Williams  
Facilities Resource Inc.

X \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Williamson County

|                   |                    |
|-------------------|--------------------|
| SUBTOTAL          | \$51,282.30        |
| FREIGHT           | \$0.00             |
| DELIVERY/SET-UP   | \$0.00             |
| SALES TAX (0%)    | \$0.00             |
| <b>TOTAL</b>      | <b>\$51,282.30</b> |
| DEPOSIT REQUESTED | \$0.00             |
| <b>BALANCE</b>    | <b>\$51,282.30</b> |





## TERMS AND CONDITIONS

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1. The Buyer's signature on a Facilities Resource, Inc. proposal or the issuance of a purchase order from the Buyer to Facilities Resource, Inc. constitutes acceptance and a binding purchase agreement for services. On all orders over \$1,000.00 a hard copy PO is requested.
2. Changes requested by Buyer subsequent to manufacturer acknowledgement are subject to Facilities Resource, Inc.'s ability to conform and upon factory approval. All such requests shall be delivered to Facilities Resource, Inc. in writing and accepted by Facilities Resource, Inc. in writing. Resulting additional charges shall be paid by the Buyer.
3. The Buyer warrants that the credit application and other financial statement submitted to Facilities Resource, Inc. are true and correct.
4. In the event construction delays or other causes not within Facilities Resource, Inc.'s control force postponement of the delivery and/or installation, the merchandise can be stored at a rate of \$24.00 per GMA pallet until installation will take place. The Buyer shall pay any demurrage charges incurred.
5. Client must hold property insurance for replacement value on merchandise stored in Facilities Resource, Inc. warehouse. FRI will not be responsible for damage due to fire, flood or any other uncontrolled circumstance, for client owned property stored in its warehouse and does not hold insurance for such.
6. Claims for damage in transit will be processed by Facilities Resource, Inc. and damaged merchandise shall be repaired or replaced to the reasonable satisfaction of the Buyer.
7. Wherein product deliveries and labor at site are affected by stairs and no other means (elevator or mechanical lift) of moving products is available, an additional fee will be applied.
8. Storage of product for up to (2) weeks is included in the proposal cost. Storage fees commence the date the product is received.
9. Additional Storage will be calculated on a weekly basis and charged on a change order until the product leaves the warehouse. Any storage change order out-standing more than (15) calendar days will cause a hold on the product release.
10. Delivery and installation will be made during Facilities Resource, Inc. regular business hours and according to the service schedule provided to the Buyer. Regular business hours are Monday – Friday, 7:00am – 5:00pm. Buyer will be billed for any additional labor costs resulting from overtime work performed at the Buyer's request. If the space provided is inadequate or requires excessive sorting or storage costs, Buyer shall reimburse Facilities Resource, Inc. for the cost of same. If the space provided is inconveniently located or on a floor different from the installation site, Buyer shall reimburse Facilities Resource, Inc. for the extra costs of transporting merchandise to and from storage. If the merchandise must be moved due to activity of other trades or other reasons, Buyer shall reimburse Facilities Resource, Inc. for the cost of same.
11. Facilities Resource, Inc. shall not be responsible for manufacturer's inability to meet their estimated ship dates. Estimated ship dates are for manufacturers time allowances only and do not include any time allowance for actual shipping and delivery of merchandise.
12. Buyer must keep the job site free and clear of debris before and during the installation. Hoisting or elevator service and adequate facilities for off-loading, staging, moving, and handling of merchandise must be provided by the Buyer and without charge to Facilities Resource, Inc. The Buyer is also responsible for securing all necessary building permits and licenses.
13. After arrival of the merchandise at the site, any loss or damage by weather, trades working at the site, or otherwise, shall be the responsibility of the Buyer.
14. Merchandise will be invoiced upon shipment from the manufacturer. Buyer agrees to pay each invoice within the Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
15. Any controversy or claim arising out of or relating to this Contract or any breach thereof shall be settled in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof.
16. In the event of default under this agreement, the prevailing party shall be allowed to recover attorney fees in accordance with the determination of the court.
17. In no event shall either party be liable for any special indirect, consequential, incidental damages including, without limitation, damages for loss of business profits, business interruptions or loss of information, even if the other Party has been advised of the possibility of such damages.
18. Facilities Resource, Inc. will provide certificate of insurance acceptable to buyer and insurance that it maintains adequate workers compensation, general liability & property coverage at all times. If a waiver is requested as part of the insurance requirements, a \$350.00 fee per waiver will be charged.



19. Unless otherwise specified, all furniture is warranted by Facilities Resource, Inc. to be free from defects in materials and workmanship for the period of time each manufacturer provides on its product from date of delivery. Facilities Resource, Inc. will repair, adjust, or take corrective action on any problem free of charge within 30 days of purchase or manufacturers earliest notification. Manufacturer's warranties will apply with any charges for labor at the prevailing rates. It is expressly agreed that this warranty is in place and in lieu of all warranties of fitness and merchantability. All used or rental return merchandise is sold on an "AS IS" basis.
20. It shall be understood and agreed that during the term of this agreement and for a period of 12 (twelve) months, thereafter, the Buyer will not directly nor indirectly recruit and/or hire any employee of Facilities Resource, Inc., unless mutually agreed upon between Officers of the Buyer and Facilities Resource, Inc.
21. All additional costs listed above shall include a 25% administrative fee.
22. Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.
23. The above is the entire agreement between the Buyer and Facilities Resource, Inc. It may not be changed without mutual written authorization. These terms apply to the initial order and any subsequent orders.

I have read and understand all of the terms and conditions contained herein.

Agreed:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*