

Quote expires on 12/12/2022 Reference Quote Number When Ordering

Quotation

Document Number	
Document Date	11/17/2022
Customer ID	
Customer Requisition	
Payment Terms	Net 30 days
Customer Reference	Williamson County Jail
Customer Tax ID	

BILL TO

Williamson County Jail 3101 SE Inner Loop Georgetown, TX 78626

SHIP TO

Williamson County Jail 3101 SE Inner Loop Georgetown, TX 78626

Contact: Thomas Crockett
Phone: 254-415-5873

Item Number	Ship. Mthd.	Qty		Unit Price	Net Price
102605 : S : 001	UPS GND	15.00	EACH	\$182.92	\$2,743.80
ICON-02888 NEXUS X11.4 1 I/O AC Controller : S : 001 001 S					
100191 : 2E2S : 001 : No CAM	UPS GND	14.00	EACH	\$473.61	\$6,630.54
ICON-03208 NEXUS X12 8 I/O AC Controller : 2E25 : 001 :	No Add-On Modul				
100236	UPS GND	1.00	EACH	\$231.31	\$231.31
NEXUS X12 Runtime & Lockout Adjuster					
100290 : E3 In Fit : 0914	UPS GND	28.00	EACH	\$185.93	\$5,206.04
ICON-03723 MOMENTUM Flush Valve : E3 In Fit : 0914 Sc	olenoid				
102824 : 2 Stage : Std Fit : 0914	UPS GND	14.00	EACH	\$343.86	\$4,814.04
ICON-03783 ELEMENT II Lavatory Manifold: 2 Stage: Sta	Fit : 0914 Sole				
100438: 1 Stage: Std Fit: 0914 HF	UPS GND	15.00	EACH	\$163.25	\$2,448.75
ICON-03789 Pre-Tempered Shower Manifold : 1 Stage : St	d Fit : 0914 High				
100134 : 6'	UPS GND	99.00	EACH	\$8.51	\$842.49
ICON-04194 Cable for TruFIRE 24v AC Solenoid : 6'					
100146 : 2'	UPS GND	43.00	EACH	\$96.00	\$4,128.00
ICON-03665 TruTOUCH LED Sensor : 2'					
100134 : 6'	UPS GND	43.00	EACH	\$8.51	\$365.93
ICON-04194 Cable for TruFIRE 24v AC Solenoid : 6'					
100215 : 2'	UPS GND	56.00	EACH	\$66.66	\$3,732.96
ICON-03664 TruTOUCH Sensor : 2'					
100141 : 6'	UPS GND	56.00	EACH	\$5.99	\$335.44
ICON-04181 Cable for TruTOUCH Sensor : 6'					
100107	UPS GND	28.00	EACH	\$12.46	\$348.88
1-1/2" Brass Vacuum Breaker Nut					

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Subtotal	\$38,041.66
Tax	\$0.00
Freight / Charges	\$480.41
Trade Discount	\$0.00
Total	\$38,522.07



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100108	UPS GND	28.00	EACH	\$4.48	\$125.44
Vacuum Breaker Repair Kit with Friction Washer					
100102 : 1-1/2" : 21" : Raw Brass : No Trans	UPS GND	28.00	EACH	\$47.42	\$1,327.76
ICON-03634 Vacuum Breaker Tube : 1-1/2" : 21" : Raw Brass	: No Trans				
100095 : 2" : 7/8"	UPS GND	99.00	EACH	\$5.12	\$506.88
ICON-03549 Round Escutcheon : 2" : 7/8" Hole 2" 7/8" Hole					
100095 : 2-7/8" : 7/8"	UPS GND	28.00	EACH	\$8.07	\$225.96
ICON-03551 Round Escutcheon : 2-7/8" : 7/8" Hole 2-7/8" 7/8" Hole					
100095 : 4" : 7/8"	UPS GND	15.00	EACH	\$16.13	\$241.95
ICON-03552 Round Escutcheon : 4" : 7/8" Hole 4" 7/8" Hole					
100326	UPS GND	15.00	EACH	\$12.98	\$194.70
Core Drill Adapter for I-CON Sensor to 3/8" Pipe Nipple					
100094	UPS GND	15.00	EACH	\$3.73	\$55.95
3/8" NPSL Brass Core Drill Nut					
100089 : 10"	UPS GND	15.00	EACH	\$9.13	\$136.95
ICON-03522 Core Drill Pipe Nipple : 10"					
100098 : 3/8" : 50'	UPS GND	3.00	EACH	\$77.45	\$232.35
ICON-03608 Poly Tubing : 3/8" : 50'					
100098 : 1/2" : 100'	UPS GND	3.00	EACH	\$197.05	\$591.15
ICON-03612 Poly Tubing : 1/2" : 100'					
100090 : 1/2F_1/2F : 20"	UPS GND	63.00	EACH	\$9.73	\$612.99
ICON-03533 Braided Stainless Steel Connector : 1/2" FPT by 1	1/2" FPT : 2				

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Item Number	Ship. Mthd.	Qty.	Unit Price	Net Price
100036 : 30° : SH Only	UPS GND	14.00 EACH	\$140.10	\$1,961.40

ICON-03329 | Fixed Shower Head with Adjustable Spray: 30°: SH Only

Notes

Unless otherwise stated, quote does not include shipping and handling and is FOB Origin, Freight Prepaid and Add

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Total	\$38,522.07

- 1. <u>APPLICABILITY</u>. These Terms and Conditions of Sale are an abridged version of I-CON's standard Terms and Conditions of Sale accessible at https://www.i-con.com/terms-and-conditions ("Terms") and apply to all sales of goods and products (collectively, "<u>Products</u>") I-CON makes to a customer pursuant to the customer's order or other offer to purchase Products (collectively, "<u>Order</u>"). All Orders incorporate the Terms into, and make them a part of, all Orders as if fully repeated in all Orders (regardless of whether any Order specifically nocreporates these Terms).
- 2. CUSTOMER TERMS AND CONDITIONS. As used in these Terms, "Customer Terms and Conditions" means all terms and conditions in any customer acknowledgement, bid, confirmation, communication, offer, Order, proposal, purchase order, request, solicitation, or other writing that attempts or purports to impose any (i) additional, amended, conflicting, deleted, different, inconsistent, limiting, modified, non-identical, qualifying, rejecting, substitute, or supplementary terms and conditions to these Terms or (ii) otherwise affect these Terms in any way. Notwithstanding any Customer Terms and Conditions, I-CON expressly and unequivocally conditions Product sales to customer upon customer's acceptance of, and agreement with, these Terms and no Customer Terms and Conditions. All Customer Terms and Conditions shall be disregarded in their entireties. No Customer Terms and Conditions are part of an Order or any contract between the customer and I-CON. Any Customer Terms and Conditions will have no validity or force or effect and will not be deemed part of a contract between I-CON and customer. I-CON objects to, and rejects all, Customer Terms and Conditions. Customer shall not assert against I-CON and irrevocably, unconditionally, unqualifiedly, and unequivocally waives any action, allegation, argument, assertion, cause of action, claim, defense, demand, proceeding, or suit, whether at law or in equity (colliectively. "Claims"), that any Customer Terms and Conditions either (i) amend, conflict with, delete, differ from, are inconsistent with, limit, modify, are non-identical, qualify, reject, substitute, supplement, or (ii) otherwise affect these Terms in any way.

 I-CON's failure to object specifically to any Customer Terms and Conditions will not validate or give effect to such Customer Terms and Conditions in any way or modify or otherwise affect these Terms in any way.
- 3. ORDERS. All Orders are subject to I-CON's acceptance or rejection, in I-CON's sole discretion, and shall comply with I-CON's requirements as to form and substance. No Order will be binding upon (-CON until the earlier of (i) one of I-CON's authorized employees accepts and confirms the Offer in writing ("Order Confirmation") or (ii) I-CON delivers Products to customer pursuant to the Order. If I-CON does not issue an Order Confirmation or deliver Products to customer pursuant to the Order on or before the 30th day after I-CON receives the Order, then, without any additional action of I-CON or the customer, the Order will be deemed to have lapsed and be invalid and of no force or effect. If I-CON issues an Order Confirmation, customer shall confirm that all information in the Order Confirmation (including pricing, type of Products, and quantities of Products) is accurate and complete on or before the third business day of the Order Confirmation's date; and, if customer fails to confirm an Order Confirmation's accuracy and completeness within such 3 business day period, the Order Confirmation will be deemed accurate, complete, and binding upon customer. I-CON may cancel accepted but unfilled Orders, with or without cause, and without liability to customer. If customer cancels or modifies an Order prior to I-CON's delivery of all or part of the Order, customer will pay (i) all costs I-CON shall have incurred through the cancellation or modification date, [ii] all costs I-CON incurs after the cancellation or modification date relating to the cancellation or modification, and (iii) in I-CON's sole discretion, a service charge in an amount up to but not exceeding 25% of the total Order price; however, customer may not cancel or modify Orders for non-stock or custom fabrication Products (collectively, "Custom Products") at any time, except, in I-CON's sole discretion, upon customer's payment of (i) all costs I-CON shall have incurred through the cancellation or modification date, (ii) all costs :- CON incurs after the cancellation or modification date relating to the cancellation or modification, and (iii) a service charge that I-CON shall set based upon the Order's size and pricing. I-CON may refuse any Order for less than \$50. If an Order is for any Custom Product, Customer will provide all measurements and other specifications for the Custom Product ("Custom Specifications") to I-CON. Notwithstanding anything to the contrary in these Terms, (i) Customer must submit all Custom Specifications in writing to I-CON's angineering department for prior acceptance and I-CON for pricing. (ii) I-CON's engineering department must accept the Custom Specifications in writing and Customer must accept I-CON's pricing in writing before I-CON will be deemed to have accepted an Order for any Custom Product pursuant to these Term, (iii) I-CON's acceptance of any Custom Specifications will be limited to its acknowledgment that it can manufacture the Custom Specifications, (iv) Customer will be solely responsible and liable for all issues, Claims, and Liabilities arising out or, or relating to, its Custom Specifications (including, without limitation, their sizing and dimensions, fitness for a particular purpose, suitability for use, merchantability, and all other issues), (v) I-CON's sole obligation and liability will be to manufacture the Custom Product according to the Custom Specifications, (vi) I-CON's acceptance of any Custom Specifications will not constitute an approval of the Custom Specifications for any purpose or in any way including, without limitation, that any architect, engineer, or other third party will accept or approve the Custom Product or Custom Specifications. All amendments, changes, modifications, or supplements to any Custom Specifications that I-CON has accepted must be submitted to I-CON for its renewed acceptance and pricing. All Orders for Custom Products are subject to these Terms' provisions governing cancellation and modification of
- 4. PRICE AND PAYMENT. Customer will purchase Products at the prices I-CON shall quote to customer in writing, without set-off, reduction, discount, recoupment, or withholding. I-CON does not grant prepayment discounts. I-CON may change Prices without notice at any time, and I-CON's price quotes are conditioned upon customer's acceptance of them on or before the 30th day after their date, unless expressly stated otherwise in a price quote. All price quotes containing typographic or clerical errors are subject to I-CON's correction and will not be binding upon I-CON. Customer will pay in full all invoiced amounts in U.S. dollars on or before the 30th day after I-CON's invoice date, without set-off, reduction, discount, recoupment, or withholding, by such means as I-CON shall require from time to time. If payment shall be due on a non-banking day when banks or financial institutions are not open to receive funds, customer shall make payment on the next banking day. Customer will pay a service charge on delinquent invoiced amounts at the lesser of 2% per month or the highest rate permissible under applicable Laws, calculated daily and compounded monthly. Customer will reimburse I-CON for all costs I-CON incurs to collect delinquent amounts, including I-CON's attorneys' fees. I-CON may refuse to sell or deliver Products to customer if customer is then delinquent in making a payment or otherwise in breach of these Terms. I-CON may has met I-CON's credit terms. Unless specifically set out in an Order Confirmation, I-CON's pricing for Products that customer shall order do not constitute "most favored customer" pricing. Customer will pay for Products by one of the following methods: ACH/electronic funds transfer; credit card; wire payment; or check. Customer shall mail any payment by check to the following address: I-CON Systems, Inc., P.O. Box 748371, Atlanta, Georgia 30374-8371.

Company: Williamson County Title: Presiding Officer	Print Name: Cynthia Long Cynthia Long Signature: Cynthia Long (Dec 6, 2027 16:34 CST)	
Payment Method		
Purchase Order:	☐ Credit Card (Provide when order	is placed)

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\	/isit us online at: https://www.i-con.com/

Subtotal	\$38,041.66
Tax	\$0.00
Freight / Charges	\$480.41
Trade Discount	\$0.00
Total	\$38,522.07

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I-CON Systems, Inc.

Terms and Conditions of Sale Addendum

Williamson County Jail



- 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.
- <u>Texas Law Applicable to Indemnification</u>: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.
- <u>Termination for Convenience</u>: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.
- 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 Customer 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 Customer 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 Customer'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.
- <u>Mediation</u>: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- <u>Venue and Governing Law</u>: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Right to Audit: Company 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 Company which are directly pertinent to the services to be

performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees that Customer shall have access during normal working hours to all necessary Company facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Company reasonable advance notice of intended audits.

Approved and Accepted by Buyer (Sign and Return)		
Company:	Print Name:	
Title:	Signature:	Date:
Payment Method		
□Purchase Order:	□Credit Ca	ard (Provide when order is placed)
PLEASE VERIFY THAT THE BILL TO ANI	SHIP TO INFORMATION LISTED ON THE QUOT	E IS CORRECT BEFORE PLACING ORDER
Approved and Accepted b	1-CON Systems, Inc.	
Signature:		Date: 11 /17/2022
Print Name:	ad Dixon	Date: 11/17/2022 Title: Ve Finance