



Facilities Resource Inc.  
1641 Scottsdale Drive  
Cedar Park, TX 78641  
512-371-1232

## QUOTATION & CONTRACT

DATE	QUOTE #
01/25/23	
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

### BILL TO:

John Foster  
Sheriff's Office  
Williamson County  
508 S. Rock Street  
Georgetown, TX 78626-5604

### CUSTOMER PURCHASE ORDER

### FINAL LOCATION:

John Foster  
Sheriff's Office  
Williamson County  
508 S. Rock Street  
Georgetown, TX 78626-5604

### SUMMARY INFORMATION

Kimball OMNIA Partners Contract #2019.001896  
ESI OMNIA Partners Contract #R180401  
9to5 Seating TIPS Contract Number: 200301

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
<b>Kimball OMNIA Partners Contract #2019.001896</b>				
1		Kimball OMNIA Partners Contract #2019.001896		
2	16.00	93P364FP 8S P2 STD ... NARRATE2019,36W,4 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL (POWER OPTION) P2 = 2 PUNCHED (WIREWAY COVER) STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) ... = Skipped Option (PAINT COLOR)	\$ 185.40	\$ 2,966.40
3	8.00	33P72TCP F ... NARRATE,72W,TOP CAP,PAINT F = FLAT (TOP CAP PROFILE) ... = Skipped Option (TOP CAP PAINT PRICE GROUP)	\$ 29.52	\$ 236.16
4	8.00	33P722ITSTA ... NARRATE,72W,2 HIGH,FABRIC TILE,FIRE RATED,SUPPORT TRAXX ... = Skipped Option (FABRIC GRADE) -- TAG/LOCATION: FS0-2x72	\$ 71.28	\$ 570.24
5	20.00	33P722ITTTA ... NARRATE,72W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX ... = Skipped Option (FABRIC GRADE) -- TAG/LOCATION: FT0-2x72	\$ 71.28	\$ 1,425.60
6	24.00	93P72PTT ... NARRATE2019,72W,FRAME MOUNTED TRIM TRAXX ... = Skipped Option (PAINT PRICE GROUP)	\$ 29.52	\$ 708.48



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7	8.00	93P72PST ... NARRATE2019,72W,FRAME MOUNTED SUPPORT TRAXX ... = Skipped Option (PAINT PRICE GROUP)	\$ 35.28	\$ 282.24
8	16.00	33P362ITTTA ... NARRATE,36W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX ... = Skipped Option (FABRIC GRADE) -- TAG/LOCATION: FT0-2x36	\$ 40.68	\$ 650.88
9	4.00	33P362ITTTTS ... NARRATE,36W,2 HIGH,TILE,TRIM TRAXX,SLAT ... = Skipped Option (PAINT PRICE GROUP) -- TAG/LOCATION: ST0-2x36	\$ 364.32	\$ 1,457.28
10	4.00	93P364FN NP2 ... NARRATE2019,36W,4 HIGH,FRAME,NON-POWERED NP2 = 2 NON-PUNCHED (WIREWAY COVER) ... = Skipped Option (WIREWAY PAINT PRICE GROUP)	\$ 130.32	\$ 521.28
11	4.00	33P36TCP F ... NARRATE,36W,TOP CAP,PAINT F = FLAT (TOP CAP PROFILE) ... = Skipped Option (TOP CAP PAINT PRICE GROUP)	\$ 18.72	\$ 74.88
12	16.00	93P36PTT ... NARRATE2019,36W,FRAME MOUNTED TRIM TRAXX ... = Skipped Option (PAINT PRICE GROUP)	\$ 14.04	\$ 224.64
13	1.00	33P363ITTTA ... NARRATE,36W,3 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX ... = Skipped Option (FABRIC GRADE) -- TAG/LOCATION: FT0-3x36	\$ 56.16	\$ 56.16
14	1.00	33P361ITTTGAP ... NARRATE,36W,1 HIGH,TILE,TRIM TRAXX,GLASS,PAINT FRAME ... = Skipped Option (GLASS PATTERN) ... = Skipped Option (PAINT PRICE GROUP) -- TAG/LOCATION: GAT0-1x36	\$ 146.16	\$ 146.16
15	1.00	33P363ITTTLL ... NARRATE,36W,3 HIGH,TILE,TRIM TRAXX,TFL ... = Skipped Option (TFL LAMINATE COLOR) -- TAG/LOCATION: TLT0-3x36	\$ 138.24	\$ 138.24
16	4.00	45F2972TTSH9L P G1RMB STD ... 462 XSEDE,29DX72W,DESK,RECTANGULAR,T-LEGS,STANDARD HEIGHT,	\$ 927.72	\$ 3,710.88



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		HPL P = 1/8" MOLDED VIN (RIM PROFILE) G1RMB = G1,RIGHT,MATTE BLACK (WORKSURFACE GROMMET) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) ... = Skipped Option (LAMINATE COLOR) ... = Skipped Option (RIM COLOR) 462 = CINDER (FRAME PAINT COLOR HA) -- TAG/LOCATION: 2972TTS HL		
17	3.00	45F2972TTS HL P G1LMB STD ... .. 462 XSEDE,29DX72W,DESK,RECTANGULAR,T-LEGS,STANDARD HEIGHT,HPL P = 1/8" MOLDED VIN (RIM PROFILE) G1LMB = G1,LEFT,MATTE BLACK (WORKSURFACE GROMMET) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) ... = Skipped Option (LAMINATE COLOR) ... = Skipped Option (RIM COLOR) 462 = CINDER (FRAME PAINT COLOR HA) -- TAG/LOCATION: 2972TTS HL	\$ 927.72	\$ 2,783.16
18	7.00	12S2415PUBBFM ... .. FOOTPRINT,24DX15WX27H,STORAGE,BOX/BOX/FILE,UDSF,METAL,FLAT ... = Skipped Option (PULL) ... = Skipped Option (LOCK) ... = Skipped Option (PAINT PRICE GROUP) -- TAG/LOCATION: BBF	\$ 336.96	\$ 2,358.72
19	3.00	12S3666BCO ... FOOTPRINT,36WX66H,STORAGE,BOOKCASE,5 SHELF,METAL ... = Skipped Option (PAINT PRICE GROUP) -- TAG/LOCATION: 3666 BC	\$ 648.72	\$ 1,946.16
20	7.00	33W1927BESXP ... NARRATE,27H,C-LEG SUPPORT,XSEDE HEIGHT-ADJUSTABLE BASE,PAINT ... = Skipped Option (BRACKET PAINT PRICE GROUP) -- TAG/LOCATION: 1927BESXP	\$ 164.52	\$ 1,151.64
21	4.00	33WBSA ... NARRATE,EDGE-SUPPORT BRACKET ... = Skipped Option (BRACKET PAINT PRICE GROUP) -- TAG/LOCATION: WB	\$ 3.24	\$ 12.96
22	1.00	KSCD001 LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 001 -- TAG/LOCATION: KSCD001	\$ 12.96	\$ 12.96



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23	1.00	KSCD002 LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 002 -- TAG/LOCATION: KSCD002	\$ 12.96	\$ 12.96
24	1.00	KSCD003 LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 003 -- TAG/LOCATION: KSCD003	\$ 12.96	\$ 12.96
25	1.00	KSCD004 LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 004 -- TAG/LOCATION: KSCD004	\$ 12.96	\$ 12.96
26	1.00	KSCD005 LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 005 -- TAG/LOCATION: KSCD005	\$ 12.96	\$ 12.96
27	1.00	KSCD006 LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 006 -- TAG/LOCATION: KSCD006	\$ 12.96	\$ 12.96
28	1.00	KSCD007 LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 007	\$ 12.96	\$ 12.96
29	2.00	KSCD010 LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 010	\$ 12.96	\$ 25.92
30	4.00	SS2442WSSL3 P STD PB PB 485 *** ** FOOTPRINT,24DX42W,WORKSURFACE,1 3/16T,STRAIGHT,HPL,WIRE MGR P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 485 = DARK CHOCOLATE (WIRE MANAGER COLOR) *** = ---- (SPECIAL DEPTH,9-23 13/16) *** = ---- (SPCL WIDTH,35 15/16-42 13/16) *** = ---- (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (MITER CUT) -- TAG/LOCATION: 2442	\$ 159.84	\$ 639.36
31	3.00	SS2448WSSL1 P ... FOOTPRINT,24DX48W,SURFACE,1 3/16T,STRAIGHT,HPL,SINGLE RIM P = 1/8" MOLDED VIN (RIM PROFILE) ... = Skipped Option (LAMINATE PRICE GROUP) ... = Skipped Option (RIM COLOR) ... = Skipped Option (SPECIAL DEPTH,9-23 13/16)	\$ 210.24	\$ 630.72



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		... = Skipped Option (SPCL WIDTH,41 15/16-47 13/16)		
		... = Skipped Option (ADD WIRE MANAGER,LEFT)		
		... = Skipped Option (ADD WIRE MANAGER,RIGHT)		
		... = Skipped Option (GROMMET,LEFT)		
		... = Skipped Option (GROMMET,CENTER)		
		... = Skipped Option (GROMMET,RIGHT)		
		... = Skipped Option (MITER CUT)		
		-- TAG/LOCATION: 2448		
32	1.00	FND18363SC ... FUNDAMENTAL,18DX36W,STOR CAB,THREE HIGH,HINGE DR,NO SHELVES ... = Skipped Option (LOCK) ... = Skipped Option (PAINT PRICE GROUP) -- TAG/LOCATION: 18363SC	\$ 821.50	\$ 821.50
33	1.00	FND1836LFSHP ... FUNDAMENTAL,18DX36W,STORAGE,OVERFILE SHELF,PAINTED ... = Skipped Option (PAINT PRICE GROUP) -- TAG/LOCATION: 1836LFSHP	\$ 71.00	\$ 71.00
34	1.00	SS1836LFTL P ... UNIVERSAL,18DX36W,SURFACE,1 3/16T,LATERAL FILE,LAMINATE P = 1/8" MOLDED VIN (RIM PROFILE) ... = Skipped Option (LAMINATE PRICE GROUP) ... = Skipped Option (RIM COLOR) -- TAG/LOCATION: LAM TOP	\$ 265.00	\$ 265.00
35	1.00	53KE3667VHF2L ... PRIORITY,36WX67H,DOUBLE DOOR SHELF/LATERAL FILE,LAMINATE ... = Skipped Option (PULL) ... = Skipped Option (LOCK) ... = Skipped Option (FRONT LAMINATE COLOR) ... = Skipped Option (CHASSIS LAMINATE COLOR) -- TAG/LOCATION: S/LF	\$ 1,623.85	\$ 1,623.85
36	2.00	74K36RDL P ... DOCK,36DIA,MEETING TABLE TOP,ROUND,HPL,P RIM P = 1/8" MOLDED VIN (RIM PROFILE) ... = Skipped Option (GROMMET) ... = Skipped Option (SURFACE LAMINATE PRICE GROUP) ... = Skipped Option (VIN RIM COLOR) -- TAG/LOCATION: DOCK	\$ 342.16	\$ 684.32
37	1.00	74K48RDL P ... DOCK,48DIA,MEETING TABLE TOP,ROUND,HPL,P RIM P = 1/8" MOLDED VIN (RIM PROFILE)	\$ 416.89	\$ 416.89



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		... = Skipped Option (GROMMET) ... = Skipped Option (SURFACE LAMINATE PRICE GROUP) ... = Skipped Option (VIN RIM COLOR) -- TAG/LOCATION: DOCK		
38	3.00	75K6010MPL ... .. DOCK,60WX10H,MODESTY PANEL,HPL ... = Skipped Option (SURFACE LAMINATE PRICE GROUP) ... = Skipped Option (MOUNTING METHOD) -- TAG/LOCATION: 60L	\$ 193.64	\$ 580.92
39	3.00	74K3228CFXM 462 462 C45 DOCK,32DX32WX28H,BLADE X BASE,WORKSURFACE HGT,MOBILE,PAINT 462 = CINDER (COLUMN COLOR) 462 = CINDER (FOOT/BRIDGE COLOR) C45 = BLACK CASTER (CASTER COLOR)	\$ 424.88	\$ 1,274.64
40	7.00	99K0612PT PERKS,6DX12W,PENCIL TRAY,BLACK -- TAG/LOCATION: PENCIL	\$ 15.51	\$ 108.57
41	12.00	99K149LTPTC PERKS,14DX9W,LETTER PAPER TRAY,CLEAR -- TAG/LOCATION: PTC	\$ 41.83	\$ 501.96
42	1.00	99KCMU PERKS,CABLE MGR,UNDERSURFACE,SET OF 6 -- TAG/LOCATION: CM	\$ 37.13	\$ 37.13
43	4.00	99KCPC PERKS,PENCIL CUP,CLEAR -- TAG/LOCATION: PC	\$ 27.73	\$ 110.92
44	4.00	99KSSC PERKS,SLANT SORTER,CLEAR -- TAG/LOCATION: SS	\$ 45.12	\$ 180.48
45	8.00	33PEJB18 NARRATE,ELECTRICAL,JUMPER,PANEL-TO-PANEL,8 WIRE -- TAG/LOCATION: EJB18	\$ 35.28	\$ 282.24
46	5.00	33PEJB28 NARRATE,ELECTRICAL,JUMPER,PANEL-90 CONN-PANEL,8 WIRE -- TAG/LOCATION: EJB28	\$ 36.00	\$ 180.00



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47	2.00	33PEJB58 NARRATE,ELECTRICAL,JUMPER,PANEL-180/120 CONN-PANEL,8 WIRE -- TAG/LOCATION: EJB58	\$ 36.00	\$ 72.00
48	1.00	33PEPE6B8 NARRATE,6 FOOT POWER ENTRY,BASE,8 WIRE -- TAG/LOCATION: F/W 68	\$ 107.28	\$ 107.28
49	4.00	33PER18S ... NARRATE,RECEPTACLE,CIRCUIT 1,8 WIRE,SHARED NEUTRAL ... = Skipped Option (COLOR) -- TAG/LOCATION: 1	\$ 13.68	\$ 54.72
50	4.00	33PER28S ... NARRATE,RECEPTACLE,CIRCUIT 2,8 WIRE,SHARED NEUTRAL ... = Skipped Option (COLOR) -- TAG/LOCATION: 2	\$ 13.68	\$ 54.72
51	8.00	33PER38S ... NARRATE,RECEPTACLE,CIRCUIT 3,8 WIRE,SHARED NEUTRAL ... = Skipped Option (COLOR) -- TAG/LOCATION: 3	\$ 13.68	\$ 109.44
52	6.00	93P24FCLPP F ... .. NARRATE2019,4 HIGH,2-WAY,L CONNECTOR,PAINT/PAINT F = FLAT (TOP CAP PROFILE) ... = Skipped Option (TOP CAP PAINT PRICE GROUP) ... = Skipped Option (CONNECTOR PAINT PRICE GROUP) ... = Skipped Option (INSIDE EDGE PAINT PRICE GROUP) -- TAG/LOCATION: 4PP	\$ 88.92	\$ 533.52
53	3.00	93P34FCTPP F ... .. NARRATE2019,4 HIGH,3-WAY,T CONNECTOR,PAINT/PAINT F = FLAT (TOP CAP PROFILE) ... = Skipped Option (TOP CAP PAINT PRICE GROUP) ... = Skipped Option (CONNECTOR PAINT PRICE GROUP) ... = Skipped Option (INSIDE EDGE PAINT PRICE GROUP) -- TAG/LOCATION: 4PP	\$ 94.68	\$ 284.04
54	9.00	93P36MFS NARRATE2019,36W,MID-FRAME SUPPORT	\$ 21.60	\$ 194.40
55	5.00	93P4ETCP F NARRATE2019,4 HIGH,END TRIM,PAINT F = TOP CAP PROFILE: FLAT -- TAG/LOCATION: 4ET	\$ 49.32	\$ 246.60



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56	1.00	Design	\$ 1,700.00	\$ 1,700.00

**Kimball OMNIA Partners Contract #2019.001896 Subtotal: \$ 33,305.02**

### ESI OMNIA Parters Contract #R180401

57		ESI OMNIA Parters Contract #R180401		
58	7.00	SENAEX2-MS BLK SenaEX Series Dual Monitor Arm w/2 Motion Limbs & 2 Slider Plates, Includes Desk Clamp & Grommet Mount BLK = Black (Finish) -- TAG/LOCATION: SenaEX2-MS	\$ 360.96	\$ 2,526.72
59	7.00	FCH4CX ... Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet, (1) USB-C Outlet. Mounts On Top Or Under Desk ... = Skipped Option (Finish) -- TAG/LOCATION: FCH4CX	\$ 218.88	\$ 1,532.16
60	7.00	LILY-LED BLK Lily LED 8 Watt Desktop LED Task Light w/6 Hour Shut Off & Dimmer BLK = Black (Finish) -- TAG/LOCATION: LILY-LED	\$ 110.40	\$ 772.80

**ESI OMNIA Parters Contract #R180401 Subtotal: \$ 4,831.68**

### VIA Seating TIPS Contract #180305

61		VIA Seating TIPS Contract #180305		
62	4.00	352-0A GR-1 ... 18BB 16HP ~ 01RE B ... Reset light task chair, armless. GR-1 = Grade 1 textile. (Choose your textile grade.) ... = Skipped Option (Grade 1 textile.) 18BB = Standard black base for black frames. (Select your swivel base finish.) 16HP = Standard black soft/carpeted floor casters. (CASTERS OR GLIDES) ~ = Standard casters. (Do you want to add safety-brake casters?) 01RE = black mesh - 01RE (Color of mesh selection.) B = Standard black frame. (Select your frame finish.) ... = Skipped Option (How do you want to receive your chair?) -- TAG/LOCATION: 352-0A-16HP	\$ 457.60	\$ 1,830.40





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63	7.00	441-74C-39A GR-1 SILVERTEX CARBON 18BB 16HP ~ ~ FB B 12SS 1 ... Genie Flex medium B seat, body balance, roll back arms. GR-1 = Grade 1 textile. (Choose your textile grade.) SILVERTEX = In stock Spradling Silvertex vinyl. (Grade 1 textile.) CARBON = QS Silvertex Carbon. (In Stock QS and graded in colorways.) 18BB = Standard black base for black frames. (Select your swivel base finish.) 16HP = Standard black soft/carpeted floor casters. (CASTERS OR GLIDES) ~ = Standard casters. (Do you want to add safety-brake casters?) ~ = Not selected. (Do you want a petite seat (1.25" decreased depth)?) FB = black TPU mesh -FB (Color of TPU mesh selection.) B = Standard black frame. (Select your frame color.) 12SS = Seat slide. (seat slide option) 1 = #1 arm cap (Arm caps selection.) ... = Skipped Option (How do you want to receive your chair?) -- TAG/LOCATION: 441-74C-39A	\$ 733.15	\$ 5,132.05

VIA Seating TIPS Contract #180305 Subtotal: \$ 6,962.45

### 9to5 Seating TIPS Contract #200301

64		9to5 Seating TIPS Contract #200301		
65	6.00	1210-GT-A18B-UP GRADE-A PAULY BLACK BF G9 ~ ~ ~ ~ Shuttle - Four Leg Guest Chair, A18B Arms Black, Upholstered Back and Seat GRADE-A = Fabric Grade A (Fabric Grade Selection) PAULY = 9to5 - Nautilus - Pauly (Grade A Fabrics) BLACK = Black (Pauly Colors) BF = Black Frame (Frame Color Selection) G9 = Self Leveling VCT Glide (Glides Selection) ~ = No Ganging Clips (Ganging Brackets) ~ = No Cal TB 133 (standard upholstery) (CAL TB 133 Fire Barrier) ~ = No Book Rack (Book Rack Selection) ~ = Standard Seat Foam (Seat Foam)	\$ 245.28	\$ 1,471.68
66	3.00	1215-GT-A18B-UP GRADE-A PAULY BLACK BF C5 ~ ~ ~ ~ Shuttle - Four Leg Guest Chair w/Casters, A18B Arms Black, Upholstered Back and Seat GRADE-A = Fabric Grade A (Fabric Grade Selection) PAULY = 9to5 - Nautilus - Pauly (Grade A Fabrics) BLACK = Black (Pauly Colors) BF = Black Frame (Frame Color Selection) C5 = C5 Carpet Casters (Casters Selection) ~ = No Ganging Clips (Ganging Brackets) ~ = No Cal TB 133 (standard upholstery) (CAL TB 133 Fire Barrier) ~ = No Book Rack (Book Rack Selection) ~ = Standard Seat Foam (Seat Foam)	\$ 257.28	\$ 771.84



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67	1.00	9 to 5 Fuel Surcharge	\$ 423.00	\$ 423.00

**9to5 Seating TIPS Contract #200301 Subtotal: \$ 2,666.52**

### NOTES:

\*Estimated Materials and Commodity Surcharges have been added to this quote due to current market fluctuations, (Actual Amount Charged will be determined at the time the order is placed).

\*Storage of product begins upon receipt of product at FRI Warehouse and will be prorated based on need until all product is delivered to site.

\*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.

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.

**Bradley Schweifler**  
x  
Brad Schweifler  
Facilities Resource Inc.  
  
  
Date Feb 8, 2023  
Title County Judge  
Williamson County

Digitally signed by Bradley Schweifler  
DN: cn=Bradley Schweifler, o=Facilities Resource,  
Inc., ou, email=bschweifler@fri-texas.com, c=US  
Date: 2023.01.25 08:33:42 -06'00'

Date 01/25/23

<b>SUBTOTAL</b>	<b>\$47,765.67</b>
FREIGHT	\$0.00
DELIVERY/SET-UP	\$3,200.00
SALES TAX (0%)	\$0.00
<b>TOTAL</b>	<b>\$50,965.67</b>
DEPOSIT REQUESTED	\$0.00
<b>BALANCE</b>	<b>\$50,965.67</b>

## TERMS AND CONDITIONS

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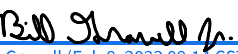
1. FRI Final Proposals become the order entry for all products ordered. Any changes to products, quantities, finishes, or materials will need to be captured on the final proposal, signed and approved by the client and their purchasing authority prior to any order entry taking place. Any changes to any of these items will require a revised final proposal and sign-off prior to any orders being submitted. Revisions to the final proposal may cause delays in lead times, shipping, ETA's, and project delivery schedules. Changes requested by the client post-creation of a final proposal and causing revisions to the final proposal will be subject to any of these possible delays and those delays will be solely the responsibility of the client.
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. Facilities Resource, Inc. Invoices are due within 10 days, unless alternate terms have been agreed to by Facilities Resource, Inc. Management/Ownership and the client.
4. Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.
5. 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.
6. The Buyer warrants that the credit application and other financial statement submitted to Facilities Resource, Inc. are true and correct.
7. 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 \$40.00 per GMA pallet per month until installation will take place. The Buyer shall pay any demurrage charges incurred. If your project has been quoted storage fees, the storage fee amount quoted will supersede these costs.
8. 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.
9. 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.
10. 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.
11. Storage will be calculated on a monthly basis and charged as prorated 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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 client 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 licensee's fiscal year in which the payment becomes due. The said rate in 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.
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. Mandatory Terms: Any customer or buyer mandatory terms under OMNI Partners Contract #R180401 are included herein as if copied in full.
23. No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver sovereign immunity or powers of Buyer, the Williamson County Commissioners Court, or the Williamson County Judge.
24. Texas Law Applicable to Indemnification: 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 Buyer's rights.
25. 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 thirty (30) days written notice thereof. In the event of termination, Buyer will only be liable for its pro rata share of services rendered and goods actually received.
26. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
27. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
28. 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 to by Buyer:

  
Bill Gravell (Feb 8, 2023 09:14 CST)  
Signature

Feb 8, 2023  
Date

Agreed to by Facilities Resource, Inc.:

Bradley Schweifler  
Digitally signed by Bradley Schweifler  
DN: cn=Bradley Schweifler, o=Facilities Resource, Inc., ou, email=bschweifler@frinc.com, c=US  
Date: 2023.01.25 08:04:30 -0800  
Signature

01/25/2023  
Date