



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

QUOTATION & CONTRACT	
DATE	QUOTE #
08/07/24	24373A
SALES REP	PAYMENT TERMS
FRI Sales Group	Net 10

BILL TO:
Bob Lomas Building Construction Office City of Round Rock 212 Commerce Blvd Round Rock, TX 78664-2116 PH: 512-218-3233 C: 512-639-4354

CUSTOMER PURCHASE ORDER

FINAL LOCATION:
AP Department Central Fire Station City of Round Rock 203 Commerce Blvd. Round Rock, TX 78664-2115

SUMMARY INFORMATION
HON OMNIA Partners Contract #R191804

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
1	11.00	The HON Company HNL11SUPP \$(L1STD) .PINC 1-1/8WX10-1/2DX28-1/2H SUPPORT BRACE \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle	\$ 83.22	\$ 915.42
2	11.00	The HON Company HNL1548LD \$(L1STD) .PINC \$(L1STD) .PINC 48X15X15 WALL MOUNT STORAGE LAM DOORS \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle	\$ 491.67	\$ 5,408.37
3	11.00	The HON Company HNL2436LD2 .G PINC .L \$(L1STD) .PINC \$(L1STD) .PINC \$(L1STD) .PINC 36X24X29-1/2 LATERAL FILE TWO DRAWER .G = Smooth, Flat PINC = Pinnacle .L = TriangleBar/Solar Blk \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle	\$ 642.76	\$ 7,070.36
4	11.00	The HON Company HNLMP3028 .P \$(L1STD) .PINC 30W X 27-7/8H MODESTY / PED BACK PANEL .P = Black \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle	\$ 97.36	\$ 1,070.96



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5	11.00	The HON Company HNL233028PSL .L .P \$(L1STD) .PINC \$(L1STD) .PINC 30WX23-1/8DX28-1/2H SHELF/BOX/BOX/LAT FILE PED .L = TriangleBar/Solar Blk .P = Black \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle	\$ 671.45	\$ 7,385.95
6	11.00	The HON Company HNLRC3072 .G PINC .P \$(L1STD) .PINC 72W X 30D RECTANGLE WORKSURFACE .G = Smooth, Flat PINC = Pinnacle .P = Black \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle	\$ 237.15	\$ 2,608.65
7	3.00	The HON Company HF23B .X102E BLACK REMOVABLE LOCK CORE KIT .X102E = 102E	\$ 18.58	\$ 55.74
8	11.00	The HON Company HNL2116MBF .L \$(L1STD) .PINC \$(L1STD) .PINC 15-3/4X20-1/8X21-1/2 MOBILE PEDESTAL BOX/FILE .L = TriangleBar/Solar Blk \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle	\$ 419.35	\$ 4,612.85
9	3.00	The HON Company HF23B .X103E BLACK REMOVABLE LOCK CORE KIT .X103E = 103E	\$ 18.58	\$ 55.74
10	11.00	The HON Company HNL3636BHxD \$(L1STD) .PINC 36X14-1/4X35-1/4 BOOKCASE HUTCH NO DRS/OPEN \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle	\$ 321.99	\$ 3,541.89
11	3.00	The HON Company HF23B .X101E BLACK REMOVABLE LOCK CORE KIT	\$ 18.58	\$ 55.74



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		.X101E = 101E		
12	11.00	The HON Company H90053 \$(A) .REF 29 10500 SERIES TCKBD FOR 48W STACK ON STRG BCK ENCLOSURE \$(A) = Grd A Fab .REF = Reflection 29 = Galvanized	\$ 134.13	\$ 1,475.43
13	3.00	The HON Company HF23B .X109E BLACK REMOVABLE LOCK CORE KIT .X109E = 109E	\$ 18.58	\$ 55.74
14	11.00	The HON Company HHATPWARMOD2S .AC .DGY \$(P1) .P71 TELESCOPING WIRE CHASE 2S HAT SOLUTION desktop power and power strip .AC = USB - A/C .DGY = Gray \$(P1) = P1 Paint Opts .P71 = Black	\$ 350.85	\$ 3,859.35
15	1.00	The HON Company HHATPWARMOD2S .AC .DGY \$(P1) .P71 TELESCOPING WIRE CHASE 2S HAT SOLUTION desktop power and power strip .AC = USB - A/C .DGY = Gray \$(P1) = P1 Paint Opts .P71 = Black	\$ 350.85	\$ 350.85
16	11.00	The HON Company HNLRC2448V .G PINC .P \$(L1STD) .PINC 48W X 24D RECTANGLE WORKSURFACE VERT GRAIN .G = Smooth, Flat PINC = Pinnacle .P = Black \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle	\$ 152.31	\$ 1,675.41
17	3.00	The HON Company HF23B .X111E BLACK REMOVABLE LOCK CORE KIT .X111E = 111E	\$ 18.58	\$ 55.74



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18	3.00	The HON Company HF23B .X105E BLACK REMOVABLE LOCK CORE KIT .X105E = 105E	\$ 18.58	\$ 55.74
19	3.00	The HON Company HF23B .X106E BLACK REMOVABLE LOCK CORE KIT .X106E = 106E	\$ 18.58	\$ 55.74
20	3.00	The HON Company HF23B .X107E BLACK REMOVABLE LOCK CORE KIT .X107E = 107E	\$ 18.58	\$ 55.74
21	3.00	The HON Company HF23B .X108E BLACK REMOVABLE LOCK CORE KIT .X108E = 108E	\$ 18.58	\$ 55.74
22	1.00	The HON Company HF22 MASTER KEY (ONE KEY)	\$ 14.88	\$ 14.88
23	3.00	The HON Company HF23B .X110E BLACK REMOVABLE LOCK CORE KIT .X110E = 110E	\$ 18.58	\$ 55.74
24	3.00	The HON Company HF23B .X104E BLACK REMOVABLE LOCK CORE KIT .X104E = 104E	\$ 18.58	\$ 55.74
25	11.00	The HON Company HUSLMOD1366 \$(L1STD) .PINC .PINC .P LAMINATE MODESTY 13H X 66W \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle .PINC = Pinnacle .P = Black	\$ 284.41	\$ 3,128.51
26	11.00	The HON Company HJTRGH36 .P 36 CABLE MANAGEMENT TRAY - BLACK ONLY .P = Black	\$ 38.84	\$ 427.24



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27	11.00	The HON Company HIWMM .Y1 .A .S .IC \$(4) .LUG 04 .BL .SB .T IGNITION 2 TASK MID-BACK ILIRA BACK .Y1 = Synchro-Tilt W Seat Slider .A = Height and Width Adj. Arm .S = Black All-Surface Caster .IC = 4-Way Charcoal \$(4) = Grade 4 Uph .LUG = Lugano 04 = Caviar .BL = Black Adjustable Lumbar .SB = Standard Base .T = Black	\$ 398.75	\$ 4,386.25
28	11.00	The HON Company HHATB2S2LT \$(P1) .P71 .X .MEM 2 STAGE 2 LEG RECTANGLE T FOOT \$(P1) = P1 Paint Opts .P71 = Black .X = Standard Glide .MEM = Memory Preset	\$ 349.89	\$ 3,848.79
29	11.00	The HON Company HLED17AS 17IN LED LIGHT W/ POWER SUPPLY (SINGLE)	\$ 178.80	\$ 1,966.80
30	11.00	The HON Company HLEDOSA UNDERCABOCCUPANCYSENSORW/1 ENDTOEND CONNECTOR	\$ 39.16	\$ 430.76
31	11.00	The HON Company HLSL2016PH2 \$(4) .LUG 04 PED CUSHION 20X15.8X1 \$(4) = Grade 4 Uph .LUG = Lugano 04 = Caviar	\$ 206.85	\$ 2,275.35
32	4.00	The HON Company HLEDOSA UNDERCABOCCUPANCYSENSORW/1 ENDTOEND CONNECTOR	\$ 39.16	\$ 156.64
33	11.00	The HON Company HLSLZ5SC72 .P 60W EXTERNAL STIFFENER .P = Black	\$ 63.02	\$ 693.22



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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
34	1.00	FRI Services DESIGN SERVICES Design	\$ 1,000.00	\$ 1,000.00
35	1.00	FRI Services RDI Receiving, Delivery & Installation	\$ 5,900.00	\$ 5,900.00

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 30 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.

X _____ Date 08/07/24
 FRI Sales Group
 Facilities Resource Inc.

X _____ Date _____
 Title _____
 City of Round Rock

SUBTOTAL	\$64,817.07
FREIGHT	\$0.00
DELIVERY/SET-UP	\$0.00
SALES TAX (0%)	\$0.00
TOTAL	\$64,817.07
DEPOSIT REQUESTED	(\$51,853.66)
BALANCE	\$12,963.41



TERMS AND CONDITIONS

1. The Buyer's signature on a Facilities Resource, Inc. proposal or the issuance of a purchase order by the Buyer to Facilities Resource, Inc. constitutes acceptance and creates a binding purchase agreement for services. For all orders exceeding \$1,000.00 a hard copy PO is requested
2. Changes requested by the Buyer after manufacturer acknowledgement are subject to Facilities Resource, Inc.'s ability to comply and require factory approval. All such requests must be submitted to Facilities Resource, Inc. in writing and accepted by Facilities Resource, Inc. in writing. Any resulting additional charges will be the responsibility of the Buyer.
3. The Buyer warrants that the credit application and other financial statements submitted to Facilities Resource, Inc. are true and correct.
4. If the Customer defaults on the payment of an invoice or if circumstances exist which raise doubts about the customer's creditworthiness (payment defaults, ongoing debt collection, bankruptcy proceedings, deferral proceedings, restructuring, mass redundancies, negative balance, strikes, etc.), FRI shall be at liberty, optionally or also cumulatively, to make all outstanding services immediately due and payable and to suspend further services or to provide them only on advance payment. Alternatively, FRI shall also be entitled to withdraw from all contracts not yet completely fulfilled and to claim compensation for the damage resulting from the default of the contract (positive or negative contractual interest).
5. In the event of default, the customer agrees to reimburse us for any reminder and collection expenses incurred, including lawyers' and court costs. In addition, any further damage, in further damage resulting from the fact that correspondingly higher interest accrues on any credit accounts on our part as a result of non-payment, shall be compensated irrespective of fault.
6. The Client must maintain property insurance for replacement value of merchandise stored in Facilities Resource, Inc. warehouse. FRI will not be responsible for damage to products received at the FRI warehouse or FRI received product at the client site due to fire, flood, or any other uncontrolled circumstances. FRI does not hold insurance for client owned property stored in its warehouse.
7. Regarding Concealed Damage: Concealed damage claims are made when damage to the item isn't immediately noticeable until after the delivery to final destination has been made. In standard shipping / receiving terms, these damages are difficult to prove, and there is only a five-day window to make these freight claims due to the standardized concealed damage clause in shipping contracts. FRI provides a cursory visual inspection of received goods. FRI has established parameters with our vendor partners that extend these time frames for replacement of concealed damages. Goods are intended to be delivered to customer sites within two weeks of receipt to our receiving facility. Goods that have delayed deliveries or extended storage periods beyond the two-week period may be subject to costs for replacement to the buyer. Each circumstance of concealed damages will be evaluated on a case-by-case basis and disclosed as such.
8. Storage will be calculated monthly and charged prorated on a change order until the product leaves the warehouse. Any outstanding storage change order for more than (15) calendar days will result in a hold on the release of the product.
9. For products received at the FRI warehouse, claims for damage in transit will be processed by Facilities Resource, Inc., and the damaged merchandise will be repaired or replaced, at the discretion of the manufacturer. However, delays due to damage in transit are not the responsibility of FRI.
10. If product deliveries and labor at the site are affected by stairs and no other means (elevator or mechanical lift) is available for moving products, an additional fee will be applied.
11. If building site conditions affecting delivery routes are not disclosed prior to quoting and final proposal approval, additional fees may apply.
12. 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 \$32.00 per GMA pallet per month until installation occurs. The Buyer shall pay any demurrage charges incurred. If your project has been quoted with storage fees, the storage fee amount quoted will supersede these costs.
13. If the site is an active construction project not in post-completion status, Buyer assumes all responsibility for goods and any circumstance that could affect the condition of goods and services as they may be applied to correct any issues.
14. In the event that supervisors, management, operators and/or security personnel services costs are to be incurred by the delivery vendor to provide staffing services of any type, additional fees to cover those services will be incurred and charged to the client.
15. Delivery and installation will be made during Facilities Resource, Inc. regular business hours, as per the service schedule provided to the Buyer. Regular business hours are Monday – Friday, 7:00am – 5:00pm. The Buyer will be invoiced 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, the Buyer shall reimburse Facilities Resource, Inc. for these expenses. If the space provided is inconveniently located or on a different floor from the installation site, the Buyer shall reimburse Facilities Resource, Inc. for the extra costs of transporting merchandise to and from storage. If the merchandise must be relocated due to the activities of other trades or for other reasons, the Buyer shall reimburse Facilities Resource, Inc. for the associated costs.



16. Delivery to client storage is subject to additional fees and requires signature on acceptance of product liability waivers.
17. Products held in FRI storage are governed by the State of Texas Business and Commerce Code. Any default on storage fees will be subject to the laws outlined under this code.
18. Product Warranties: The Manufacturer's Commercial Warranty applies. This warranty is only valid if the products are used in normal and proper conditions, installed, or utilized in accordance with the manufacturer's installation and/or application guidelines, and installed by FRI. FRI assumes no responsibility for repairs to products sustaining damages resulting from user storage, modification, attachments to a product, misuse, abuse, alteration, or negligent use of our products. FRI will repair, adjust, or take corrective action on any product issue per the manufacturer's direction and as compensated by the manufacturer, free of charge to the Buyer, within 30 days of purchase or the manufacturer's earliest notification. Facilities Resource, Inc. provides a 30-day labor warranty on installed goods. We will adjust or take action to correct any issues directly related to installation labor, free of charge to the Buyer within 30 days of the completion of the installation date.
19. Facilities Resource, Inc. shall not be responsible for any manufacturer's inability to meet their estimated ship dates. Estimated ship dates are provided by manufacturer's time allowances only and do not include any time allowance for actual shipping, and delivery of merchandise, and post-arrival scheduling of product installation.
20. The Buyer is required to maintain a job site free and clear of debris before and during the installation process. Hoisting or elevator service, as well as adequate facilities for off-loading, staging, moving, and handling of merchandise must be provided by the Buyer at no additional charge to Facilities Resource, Inc. The Buyer is also responsible for securing all necessary building permits and licenses.
21. After the 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.
22. Merchandise will be invoiced upon shipment from the manufacturer. The buyer agrees to pay each invoice within compliance with the Texas Prompt Payment Act, governed by Chapter 2241 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. 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 the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year does not fall on a Saturday or Sunday.
23. 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. Judgment upon the award may be entered in any court having jurisdiction thereof.
24. In the event of default under this agreement, the prevailing party shall be entitled to recover attorney fees in accordance with the determination of the court.
25. In no event shall either party be liable for any special indirect, consequential, or 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.
26. Facilities Resource, Inc. will provide a certificate of insurance acceptable to the buyer, demonstrating that it maintains adequate workers compensation, general liability, and 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.
27. 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.
28. All additional costs listed above shall include a 25% administrative fee.
29. Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.
30. 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 the terms and conditions contained herein.

Agreed:

Signature

Date