

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

TERMS AND CONDITIONS OF PURCHASE (FURNITURE)

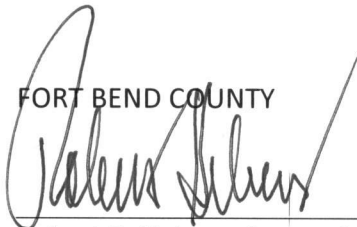
THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Office Depot, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain TERMS AND CONDITIONS OF PURCHASE (FURNITURE) (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Contractor for any reason are hereby deleted.
2. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
3. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
4. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
5. **Conflict.** In the event of conflict, the contents of this Addendum shall prevail over Exhibit A.

FORT BEND COUNTY



Robert E. Hebert, County Judge

OFFICE DEPOT INC.



Authorized Agent- Signature

9-25-2018

Date

ATTEST:



Laura Richard, County Clerk



Authorized Agent- Printed Name

Vice President

Title

09/24/18

Date



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 74,357.³⁵ are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: TERMS AND CONDITIONS OF PURCHASE (FURNITURE) (7 pages total)

i:\agreements\2019 agreements\purchasing\office depot\office depot furniture.docx

EXHIBIT A

PROPOSAL

Date: 9/12/2018
Reference #:

Rosalinda Gonzalez
Business Development Manager
713 443 4885
rosalinda.gonzalez@workspaceinteriorsOI

Fort Bend Count Justice Center

Fort Bend County Justice Center FFE

Item	Qty	Product	Price:	Unit	Extended
1	1	Order Note: NIPA Region 4 ESC R142212 (TCPN)		\$0.00	\$0.00
Subtotal					\$0.00

11012 Test/Training Room

2	4	HIWM2 Ignition Wk Mid-bck Pneu Tilt Ten Synch tilt Bck Ht Adj		\$327.80	\$1,311.20
		Select Arm Type .A	Arm: Height and Width Adj		
		Select Caster Option .H	CASTER: Hard (Standard)		
		Select Back .U	Back: Upholstered		
		Select Upholstery \$(1)	Gr 1 UPH		
		Upholstery Selection .NT	UPH: Tectonic disco 12/31/18		
		UPH: Tectonic 10	COLOR: Black disco 12/31/18		
		Select Frame Color .T	FRAME: Black		
		Select Base .SB	Base: Standard Base		
Subtotal					\$1,311.20

11026 Office

3	2	51N3618SOHMMW ROOSEVELT,36WX18H,STORAGE OVERHEAD,DOORS,WALL MT		\$505.08	\$1,010.16
		PULL 82AB	SCROLL,ANTIQUE BRASS		
		LOCK KRB	RANDOM CORE,INSTALLED,BLACK		
		FINISH DW	JUDICIAL		
Subtotal					\$1,010.16

11062 Office

4	1	WWN36RDW WAVEWORKS,36DIA,CONFERENCE TOP,ROUND,WOOD		\$637.24	\$637.24
		RIM PROFILE R	REED		
		GROMMET X	NO GROMMET		
		FINISH APPLICATION R	STANDARD		
		FINISH DW	JUDICIAL		
5	1	BP-16		\$291.48	\$291.48

Rosalinda Gonzalez
Business Development Manager
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Fort Bend Count Justice Center

Fort Bend County Justice Center FFE

Item	Qty	Product	Price:	Unit	Extended
		UNIVERSAL,16WX27H,CYLINDER BASE,NO WIRE MGMT,LAMINATE			
		LAMINATE COLOR DW JUDICIAL			
6	2	3722C TRADITIONAL, Armchair w/ Casters, Banker's Style, Open Arm Style, Std 4 Legged Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA ock Leather/Leather or Leather Upholstered Selection (Traditional) Grade 02 Allante (Global) Wood Frame Options (Required) Caster / Glide Options		\$299.64	\$599.28
		~02 Grade 02 ~ALLA Allante (Global) A43E 1-Black SK F-Shaker Cherry, Wood Frame [SKM] ~ C-(STD) Black, 2" Dual-Wheel Caster [C1]			
		Subtotal			\$1,528.00

11064 Conference Room

7	1	WWN3660WSSDW WAVEWORKS,36DX60W,SURFACE,RECTANGULAR,WOOD		\$476.15	\$476.15
		SUPPORT M MAIN RIM PROFILE R REED GROMMET X NO GROMMET WIRE MANAGER COLOR X NO WIRE MANAGER MODIFIED DEPTH X NO MODIFIED DEPTH (STANDARD) MODIFIED WIDTH X NO MODIFIED WIDTH (STANDARD) FINISH APPLICATION R STANDARD FINISH DW JUDICIAL			
8	2	10N1828PNL UNIVERSAL,18WX28H,PANEL BASE,LAMINATE		\$415.63	\$831.26
		BASE PROFILE P1 BASIC LAMINATE COLOR DW JUDICIAL			
9	4	3722C TRADITIONAL, Armchair w/ Casters, Banker's Style, Open Arm Style, Std 4 Legged Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA ock Leather/Leather or Leather Upholstered Selection (Traditional) Grade 02 Allante (Global) Wood Frame Options (Required) Caster / Glide Options		\$299.64	\$1,198.56
		~02 Grade 02 ~ALLA Allante (Global) A43E 1-Black SK F-Shaker Cherry, Wood Frame [SKM] ~ C-(STD) Black, 2" Dual-Wheel Caster [C1]			

Date: 9/12/2018
Reference #:

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Fort Bend Count Justice Center

Fort Bend County Justice Center FFE

Item	Qty	Product	Price:	Unit	Extended
			Subtotal		\$2,505.97
11075 Office					
10	1	736192 DMI-7350-36 DMI Governor's Desk		\$1,204.00	\$1,204.00
11	1	736174 DMI-7350-21 DMI Credenza		\$1,152.00	\$1,152.00
12	1	HBL2194 Bookcase-Five Shelves 32Wx13Dx66H		\$130.68	\$130.68
		Select Laminate Color .NN LAM: Mahogany			
13	2	3722C TRADITIONAL, Armchair w/ Casters, Banker's Style, Open Arm Style, Std 4 Legged Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA ock Leather/Leather or Leather Upholstered Selection (Traditional) ~02 Grade 02 Grade 02 ~ALLA Allante (Global) Allante (Global) A43E 1-Black Wood Frame Options (Required) SK F-Shaker Cherry, Wood Frame [SKM] Caster / Glide Options ~ C-(STD) Black, 2" Dual-Wheel Caster [C1]		\$299.64	\$599.28
			Subtotal		\$3,085.96
11077 Office					
14	1	N90BBTB MONTERREY,2 SEAT LOUNGE,BACK TUFTING		\$1,205.95	\$1,205.95
		UPHOLSTERY GRADE 1 GRADE 1 PRIMARY UPH PATTERN COLOR 11611 CALI BOULDER FINISH DW JUDICIAL			
			Subtotal		\$1,205.95
21140 Conference Room					
15	2	NCG100372010 REF MODEL 50N3452BCOFW BARRINGTON, BOOKCASE, OPEN, FREESTANDING		\$1,492.09	\$2,984.18
16	1	NCG100372070		\$268.34	\$268.34

PROPOSAL

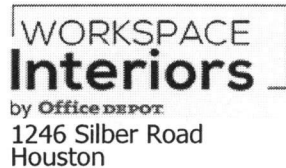
Date: 9/12/2018
Reference #:

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713 443 4885
rosalinda.gonzalez@workspaceinteriorsOI

Fort Bend Count Justice Center

Fort Bend County Justice Center FFE

Item	Qty	Product	Price:	Unit	Extended
		REF MODEL 501469CPCW BARRINGTON, CORNICE FRAME			
17	1	NCG100372080 REF MODEL 50N1468CPBW BARRINGTON, BASE		\$192.69	\$192.69
Subtotal					\$3,445.21
31006A & B Conference Room					
18	6	LF2460T Flip-N-Go, 60"W x 24"D Rectangular, LPL T-Mold Edge		\$330.75	\$1,984.50
		60"W Training Table Power/Data Kit Options ~ No Power/Data Kit Needed			
		Laminate Finish RMH Regal Mahogany			
		Edge Finish BK Black			
		Paint Finish BLK Black			
19	2	NOR-FFLS3 Deluxe Floor Lectern w/ Shelf		\$225.79	\$451.58
20	1	ZFREIGHT School Outfitter		\$136.88	\$136.88
Subtotal					\$2,572.96
zInstall					
21	1	Install RT./EST #1274 Labor to Receive Deliver and Install per proposal		\$1,411.76	\$1,411.76
		All work during Regular Business Hours			
		No stair carry			
		Area to be free and clear			
		Non-Union Labor			
Subtotal					\$1,411.76
Grand Total:					\$18,077.17



PROPOSAL

Date: 9/12/2018
Reference #:

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713 443 4885
rosalinda.gonzalez@workspaceinteriorsOI

Fort Bend Count Justice Center

Fort Bend County Justice Center FFE

Item	Qty	Product	Price:	Unit	Extended
Proposal Notes					
R:\OMWorkspace\Projects\HOUSTON\2018\F\FT BEND COUNTY\TD 424858 JUSTICE CENTER					
COURT ROOM BUILD OUT\CAP WORKSHEET\8.31.18 Fort Bend County Justice Center					

Deposit Required:

Additional Information:

Rosalinda Gonzalez
Business Development Manager
713 443 4885
rosalinda.gonzalez@workspaceinteriorsOI

Fort Bend County Justice Center

Fort Bend County Justice Center FFE

Item	Qty	Product	Price:	Unit	Extended
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TERMS AND CONDITIONS OF PURCHASE (FURNITURE)

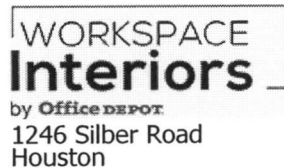
- Office Depot, Inc. ("Office Depot") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and Office Depot's obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that Office Depot will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below.
- All prices are firm for thirty (30) days from date of proposal.
- Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after any outstanding issues are resolved.
- All orders are subject to credit approval.
- Office Depot requires a minimum deposit equaling 50% on all orders over \$20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
- All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
- An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
- Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
- Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to Office Depot at the time of sale, extra labor charges at prevailing rates may apply.
- If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
- Electric current, heat, hoisting and/or elevator service will be furnished without charge to Office Depot.
- Floors shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of products.
- If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Double handling of a product will be charged at our normal hourly rate.
- Office Depot makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to Office Depot in writing within five (5) days after delivery or installation of the products and if no claim is so received by Office Depot it will be conclusively presumed that Customer has accepted and that the products are as represented.
- No liability shall accrue against Office Depot as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
- Office Depot retains, and Customer hereby grants to Office Depot, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, Office Depot shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
- Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that Office Depot will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
- Manufacturer warranties apply for parts only. Labor is not included.
- It is Customer's responsibility to furnish a certified electrician to "hardwire" cubicle stations to building power.
- All items set forth in the quotation are non-returnable.
- IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
- These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer has read and understands these terms and conditions of purchase.

Customer: _____ Address: _____

Customer's Signature: _____ Title: _____

Print Name: _____ Date: _____



PROPOSAL

Date: 9/12/2018
Reference #:

Rosalinda Gonzalez
Business Development Manager
713 443 4885
rosalinda.gonzalez@workspaceinteriorsOI

Fort Bend Count Justice Center

Fort Bend County Justice Center FFE

Item	Qty	Product	Price:	Unit	Extended
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Special Instructions:

Proposal valid for 30 days

Please note: a deposit is required on all furniture orders prior to order placement

One of the following is required prior to placing your order: Signed Terms and Condition, Furniture Agreement on file or a Workspace Interiors Furniture Addendum on file

Workspace Interiors may require additional credit information, prior to placing your order

The appropriate tax will be applied at the time of invoicing

This proposal contains **Special Order** items that are **Not Returnable**

Once an order is placed, cancellations are **Not Allowed**.

Estimated leadtime is subject to the manufactures production / shipping schedule

PROPOSAL

Date: 9/12/2018
Reference #:

Rosalinda Gonzalez
Business Development Manager
Tel: 713.443.4885
Rosalinda.Gonzalez@WorkspaceInteriors.com

Courtroom 1E
Fort Bend Count Justice Center

Fort Bend County Justice Center IE

Item	Qty	Product	Price:	Unit	Extended
1	1	Order Note: NIPA Region 4 ESC R142212 (TCPN)		\$0.00	\$0.00
Subtotal					\$0.00

10344 - Jury Deliberation

2	1	WWN48168RT2L WAVEWORKS,48DX168W,CONFERENCE TOP,RECTANGLE,HPL		\$2,388.76	\$2,388.76
		RIM PROFILE NDW REED PVC,JUDICIAL			
		GROMMET X NO GROMMET			
		MODIFIED DEPTH 42 42			
		MODIFIED WIDTH 156 156			
		TOP LAMINATE GROUP STD STANDARD LAMINATE			
		LAMINATE COLOR DW JUDICIAL			
3	1	10N168PNKW UNIVERSAL,FOR 168W TOP,PANEL BASE KIT,WOOD		\$2,575.66	\$2,575.66
		BASE PROFILE P2 BARRINGTON			
		MODIFIED WIDTH 156 156			
		FINISH DW JUDICIAL			
4	14	N80BB RESULT,MID-BACK,SWIVEL TILT		\$287.92	\$4,030.88
5	1	50N2172CBW BARRINGTON,21DX72W,CREDENZA,BUFFET,WOOD		\$1,728.38	\$1,728.38
		PULL 81AB CLASSIC,ANTIQUE BRASS			
		LOCK KRB RANDOM CORE,INSTALLED,BLACK			
		FINISH APPLICATION R STANDARD			
		FINISH DW JUDICIAL			
Subtotal					\$10,723.68

10352 - Court Reporter

6	1	NAC0613ST ACCESSORIES,6DX13W,BOX DRWR CONVENIENCE TRAY,BLACK		\$11.13	\$11.13
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PROPOSAL

Date: 9/12/2018
Reference #:

Rosalinda Gonzalez
Business Development Manager
Tel: 713.443.4885
Rosalinda.Gonzalez@WorkspaceInteriors.com

Courtroom 1E
Fort Bend Count Justice Center

Fort Bend County Justice Center IE

Item	Qty	Product	Price:	Unit	Extended
7	3	NCCB002 CASEGOODS, LOCK CORE & KEY, BLACK, NO 002		\$6.68	\$20.04
8	2	39U-GWXX TIMBERLANE, GUEST, WOOD ARMS, FULL UPHOLSTERED BACK UPHOLSTERY GRADE 2 GRADE 2 PRIMARY UPH PATTERN COLOR 22507 BRILLIANT EBONY FINISH DW JUDICIAL		\$346.66	\$693.32
9	1	N22HMAB WANDER, HIGH MESH BACK, ARMS, BLACK SEAT		\$267.89	\$267.89
Subtotal					\$992.38

10354 - Probate Auditor

10	1	31N3066DLFLW1 ARROWOOD, 30DX66W, DESK, LEFT, FULL PED, LAM/WOOD GROMMET X NO GROMMET LOCK KS1B SPECIFY 1 BLACK CORE SEPARATE FINISH DW JUDICIAL		\$934.06	\$934.06
11	1	31N2445BEFLW ARROWOOD, 24DX45W, BRIDGE, LAM/WOOD GROMMET G13C GROMMET, CENTER FINISH DW JUDICIAL		\$187.35	\$187.35
12	1	31N2166CRFLW2 ARROWOOD, 21DX66W, CREDENZA, RIGHT, FULL PED, FF, LAM/WOOD GROMMET X NO GROMMET LOCK KS1B SPECIFY 1 BLACK CORE SEPARATE FINISH DW JUDICIAL		\$773.86	\$773.86
13	1	31N6636HBHW ARROWOOD, 66WX36H, HIGHBACK ORGANIZER, LAM TOP LOCK KS1B SPECIFY 1 BLACK CORE SEPARATE FINISH DW JUDICIAL		\$873.98	\$873.98

Date: 9/12/2018
Reference #:

Rosalinda Gonzalez
Business Development Manager
Tel: 713.443.4885
Rosalinda.Gonzalez@WorkspaceInteriors.com

Courtroom 1E
Fort Bend Count Justice Center

Fort Bend County Justice Center IE

Item	Qty	Product	Price:	Unit	Extended
14	1	NAC6017TBRA ACCESSORIES,60 9/16WX16 15/16H,TACKBOARD,RAILROAD TACKBOARD FABRIC GROUP A GRADE A FABRIC PATTERN COLOR 3721 REPETITION REED		\$173.55	\$173.55
15	1	NAC0613ST ACCESSORIES,6DX13W,BOX DRWR CONVENIENCE TRAY,BLACK		\$11.13	\$11.13
16	3	NCCB001 CASEGOODS,LOCK CORE & KEY,BLACK,NO 001		\$6.68	\$20.04
17	2	39U-GWXX TIMBERLANE,GUEST,WOOD ARMS,FULL UPHOLSTERED BACK UPHOLSTERY GRADE 2 GRADE 2 PRIMARY UPH PATTERN COLOR 22507 BRILLIANT EBONY FINISH DW JUDICIAL		\$346.66	\$693.32
18	1	N22HMAB WANDER,HIGH MESH BACK,ARMS,BLACK SEAT		\$267.89	\$267.89
Subtotal					\$3,935.18

10356 - Court Coordinator

19	1	31N3066DLFLW1 ARROWOOD,30DX66W,DESK,LEFT,FULL PED,LAM/WOOD GROMMET X NO GROMMET LOCK KS1B SPECIFY 1 BLACK CORE SEPARATE FINISH DW JUDICIAL		\$934.06	\$934.06
20	1	31N2445BEFLW ARROWOOD,24DX45W,BRIDGE,LAM/WOOD GROMMET G13C GROMMET,CENTER FINISH DW JUDICIAL		\$187.35	\$187.35
21	1	31N2166CRFLW2 ARROWOOD,21DX66W,CREDENZA,RIGHT,FULL PED,FF,LAM/WOOD		\$773.86	\$773.86

PROPOSAL

Date: 9/12/2018
Reference #:

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Business Development Manager
Tel: 713.443.4885
Rosalinda.Gonzalez@WorkspaceInteriors.com

Courtroom 1E
Fort Bend Count Justice Center

Fort Bend County Justice Center IE

Item	Qty	Product	Price:	Unit	Extended
		GROMMET X NO GROMMET			
		LOCK KS1B SPECIFY 1 BLACK CORE SEPARATE			
		FINISH DW JUDICIAL			
22	1	31N6636HBHW ARROWOOD,66WX36H,HIGHBACK ORGANIZER,LAM TOP		\$873.98	\$873.98
		LOCK KS1B SPECIFY 1 BLACK CORE SEPARATE			
		FINISH DW JUDICIAL			
23	1	NAC6017TBRA ACCESSORIES,60 9/16WX16 15/16H,TACKBOARD,RAILROAD		\$173.55	\$173.55
		TACKBOARD FABRIC GROUP A GRADE A			
		FABRIC PATTERN COLOR 3721 REPETITION REED			
24	1	NAC0613ST ACCESSORIES,6DX13W,BOX DRWR CONVENIENCE TRAY,BLACK		\$11.13	\$11.13
25	3	NCCB003 CASEGOODS,LOCK CORE & KEY,BLACK,NO 003		\$6.68	\$20.04
26	2	39U-GWXX TIMBERLANE,GUEST,WOOD ARMS,FULL UPHOLSTERED BACK		\$346.66	\$693.32
		UPHOLSTERY GRADE 2 GRADE 2			
		PRIMARY UPH PATTERN COLOR 22507 BRILLIANT EBONY			
		FINISH DW JUDICIAL			
27	1	N22HMAB WANDER,HIGH MESH BACK,ARMS,BLACK SEAT		\$267.89	\$267.89
Subtotal					\$3,935.18

10360 - Judges Chambers Conference Area

28	3	NCG100372010 REF MODEL 50N3452BCOFW BARRINGTON, BOOKCASE, OPEN, FREESTANDING		\$1,492.09	\$4,476.27
29	1	NCG100372020 REF MODEL 50N1469CPCFW BARRINGTON, CORNICE FRAME		\$321.74	\$321.74

PROPOSAL

Date: 9/12/2018
Reference #:

Rosalinda Gonzalez
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Tel: 713.443.4885
Rosalinda.Gonzalez@WorkspaceInteriors.com

Courtroom 1E
Fort Bend Count Justice Center

Fort Bend County Justice Center 1E

Item	Qty	Product	Price:	Unit	Extended
30	1	NCG100372030 REF MODEL 50N1468CPBW BARRINGTON, BASE		\$291.92	\$291.92
31	2	3725 TRADITIONAL, Armchair, High Back , Queen Anne Style, Closed Rolled Arms, Std Wood Capped Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING ock Leather/Leather or Leather Upholstered Selection (Traditional) ~02 Grade 02 Grade 02 ~ALLA Allante (Global) Allante (Global) A33E 1-Espresso Wood Frame Options (Required) TM F-Tiger Mahogany, Wood Frame [TMM]		\$494.56	\$989.12
32	6	3722C TRADITIONAL, Armchair w/ Casters, Banker's Style, Open Arm Style, Std 4 Legged Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA ock Leather/Leather or Leather Upholstered Selection (Traditional) ~02 Grade 02 Grade 02 ~ALLA Allante (Global) Allante (Global) A33E 1-Espresso Wood Frame Options (Required) TM F-Tiger Mahogany, Wood Frame [TMM] Caster / Glide Options ~ C-(STD) Black, 2" Dual-Wheel Caster [C1]		\$299.64	\$1,797.84
33	1	WW3072WSSDLW WAVEWORKS,30DX72W,SURFACE,RECTANGULAR,HPL/WOOD SUPPORT M MAIN RIM PROFILE F SOFTENED GROMMET X NO GROMMET WIRE MANAGER COLOR X NO WIRE MANAGER MODIFIED DEPTH X NO MODIFIED DEPTH (STANDARD) MODIFIED WIDTH X NO MODIFIED WIDTH (STANDARD) TOP LAMINATE GROUP STD STANDARD LAMINATE LAMINATE COLOR DW JUDICIAL FINISH DW JUDICIAL		\$363.12	\$363.12
34	2	10N1828PNW UNIVERSAL,18WX28H,PANEL BASE,WOOD BASE PROFILE P2 BARRINGTON FINISH DW JUDICIAL		\$616.77	\$1,233.54
Subtotal					\$9,473.55

10514 - Trial Ready Room

Date: 9/12/2018
Reference #:

Rosalinda Gonzalez
Business Development Manager
Tel: 713.443.4885
Rosalinda.Gonzalez@WorkspaceInteriors.com

Courtroom 1E
Fort Bend Count Justice Center

Fort Bend County Justice Center IE

Item	Qty	Product	Price:	Unit	Extended
35	1	WWN3672RT2L WAVEWORKS,36DX72W,CONFERENCE TOP,RECTANGLE,HPL		\$735.59	\$735.59
		RIM PROFILE	VDW	SOFTENED PVC,JUDICIAL	
		GROMMET	X	NO GROMMET	
		MODIFIED WIDTH	X	NO MODIFIED WIDTH (STANDARD)	
		TOP LAMINATE GROUP	STD	STANDARD LAMINATE	
		LAMINATE COLOR	DW	JUDICIAL	
36	4	N80BB RESULT,MID-BACK,SWIVEL TILT		\$287.92	\$1,151.68
Subtotal					\$1,887.27

10516 - Trial Ready Room

37	1	WWN4284RT2L WAVEWORKS,42DX84W,CONFERENCE TOP,RECTANGLE,HPL		\$915.37	\$915.37
		RIM PROFILE	VDW	SOFTENED PVC,JUDICIAL	
		GROMMET	X	NO GROMMET	
		MODIFIED DEPTH	36	36	
		MODIFIED WIDTH	X	NO MODIFIED WIDTH (STANDARD)	
		TOP LAMINATE GROUP	STD	STANDARD LAMINATE	
		LAMINATE COLOR	DW	JUDICIAL	
38	8	N80BB RESULT,MID-BACK,SWIVEL TILT		\$287.92	\$2,303.36
Subtotal					\$3,218.73

10518 - Courtroom

39	12	48-ESNJ ARLINGTON,HIGH BACK,SWIVEL TILT,TRIM NAILS,JURY BASE		\$759.62	\$9,115.44
		UPHOLSTERY GRADE	2	GRADE 2	
		PRIMARY UPH PATTERN COLOR	22147	SEDONA MESA	
		FINISH	DW	JUDICIAL	
40	12	48-ESN ARLINGTON,HI-BACK,SWIVEL TILT,TRIM NAILS		\$656.38	\$7,876.56

PROPOSAL

Date: 9/12/2018
Reference #:

Rosalinda Gonzalez
Business Development Manager
Tel: 713.443.4885
Rosalinda.Gonzalez@WorkspaceInteriors.com

Courtroom 1E
Fort Bend Count Justice Center

Fort Bend County Justice Center IE

Item	Qty	Product	Price:	Unit	Extended
		UPHOLSTERY GRADE	2	GRADE 2	
		PRIMARY UPH PATTERN COLOR	22147	SEDONA MESA	
		FINISH	DW	JUDICIAL	
41	1	48-GCN ARLINGTON,GUEST,HI-BACK,TRIM NAILS		\$504.19	\$504.19
		UPHOLSTERY GRADE	2	GRADE 2	
		PRIMARY UPH PATTERN COLOR	22147	SEDONA MESA	
		FINISH	DW	JUDICIAL	
42	2	SMR-651208 NO BID		\$0.00	\$0.00
43	1	S70-651212 NO BID		\$0.00	\$0.00
44	1	S70-651217 NO BID		\$0.00	\$0.00
45	5	N15TR MIX-IT,KNEE,HI BK,MESH,PLASTIC BASE,HT ADJ ARM		\$361.79	\$1,808.95
		UPHOLSTERY GRADE	2	GRADE 2	
		PRIMARY UPH PATTERN COLOR	22507	BRILLIANT EBONY	
		CASTER	C15	HARD DUAL WHEEL,BLACK	
Subtotal					\$19,305.14
10526 - Bailiff Station					
46	1	N22HMAB WANDER,HIGH MESH BACK,ARMS,BLACK SEAT		\$267.89	\$267.89
Subtotal					\$267.89
Courtroom - Lectern					
47	1	PS 2100 NO BID		\$0.00	\$0.00
Subtotal					\$0.00



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Item	Qty	Product	Price:	Unit	Extended
zInstall					
48	1	Install RT/EST #1273 Labor to Receive Deliver and Install per proposal		\$2,541.18	\$2,541.18
All work during Regular Business Hours No stair carry Area to be free and clear Non-Union Labor					
Subtotal					\$2,541.18
Grand Total:					\$56,280.18



by Office DEPOT
1246 Silber Road
Houston, TX 77055

Rosalinda Gonzalez
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Courtroom 1E
Fort Bend Count Justice Center

PROPOSAL

Date: 9/12/2018
Reference #:

Fort Bend County Justice Center IE

Item	Qty	Product	Price:	Unit	Extended
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Proposal Notes		R:\OMWorkspace\Projects\HOUSTON\2018\F\FT BEND COUNTY\TD 424858 JUSTICE CENTER COURT ROOM BUILD OUT\CAP WORKSHEET\9.6.18 Fort Bend County Justice Center Courtroom			
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Deposit Required:

Additional Information:

Rosalinda Gonzalez
Business Development Manager
Tel: 713.443.4885
Rosalinda.Gonzalez@WorkspaceInteriors

Courtroom 1E
Fort Bend Count Justice Center

Fort Bend County Justice Center IE

Item	Qty	Product	Price:	Unit	Extended
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TERMS AND CONDITIONS OF PURCHASE (FURNITURE)

- Office Depot, Inc. ("Office Depot") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and Office Depot's obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that Office Depot will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below.
- All prices are firm for thirty (30) days from date of proposal.
- Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after any outstanding issues are resolved.
- All orders are subject to credit approval.
- Office Depot requires a minimum deposit equaling 50% on all orders over \$20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
- All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
- An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
- Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
- Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to Office Depot at the time of sale, extra labor charges at prevailing rates may apply.
- If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
- Electric current, heat, hoisting and/or elevator service will be furnished without charge to Office Depot.
- Floors shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of products.
- If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Double handling of a product will be charged at our normal hourly rate.
- Office Depot makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to Office Depot in writing within five (5) days after delivery or installation of the products and if no claim is so received by Office Depot it will be conclusively presumed that Customer has accepted and that the products are as represented.
- No liability shall accrue against Office Depot as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
- Office Depot retains, and Customer hereby grants to Office Depot, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, Office Depot shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
- Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that Office Depot will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
- Manufacturer warranties apply for parts only. Labor is not included.
- It is Customer's responsibility to furnish a certified electrician to "hardwire" cubicle stations to building power.
- All items set forth in the quotation are non-returnable.
- IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
- These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer has read and understands these terms and conditions of purchase.

Customer: _____ Address: _____
Customer's Signature: _____ Title: _____
Print Name: _____ Date: _____



PROPOSAL

Date: 9/12/2018
Reference #:

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Business Development Manager
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Courtroom 1E
Fort Bend County Justice Center

Fort Bend County Justice Center IE

Item	Qty	Product	Price:	Unit	Extended
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Special Instructions:

Proposal valid for 30 days

Please note: a deposit is required on all furniture orders prior to order placement

One of the following is required prior to placing your order: Signed Terms and Condition, Furniture Agreement on file or a Workspace Interiors Furniture Addendum on file

Workspace Interiors may require additional credit information, prior to placing your order

The appropriate tax will be applied at the time of invoicing

This proposal contains **Special Order** items that are **Not Returnable**

Once an order is placed, cancellations are **Not Allowed**.

Estimated leadtime is subject to the manufactures production / shipping schedule

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-403787

Date Filed:
09/13/2018

Date Acknowledged:
09/25/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Office Depot, INC
Boca Raton, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

NIPA R142212
Furniture and Installation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)