

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

**ADDENDUM TO CONTRACT RESOURCE GROUP TERMS AND CONDITIONS OF SALE  
 ALLSTEEL NATIONAL COOPERATIVE PURCHASING ALLIANCE CONTRACT #07-39  
 (QUOTE # FURNITURE BID R122118)**

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 Contract Resource Group (hereinafter "Seller"), 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 Sale (Level 2 &3 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 original Agreement:

1.     **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
2.     **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
3.     **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4.     **Confidential Information.** Seller expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Seller shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

5. **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 Seller for any reason are hereby deleted.
6. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Seller in any way associated with the Agreement.
7. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
8. **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.
9. **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, Seller verifies Seller 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, Seller represents pursuant to Section 2252.152 of the Texas Government Code, that Seller 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.
10. **Conflict.** All terms and conditions not modified herein shall remain in full force and effect and for the term of this Agreement. In the event of conflict between this Addendum and the Agreement, the provisions of this Addendum shall prevail.
11. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

*{EXECUTION PAGE FOLLOWS}*

FORT BEND COUNTY

CONTRACT RESOURCE GROUP

*Kyle George*

*Gary Brisendine*

KP/George, County Judge

Authorized Agent- Signature

1-9-2019

GARY BRISENDINE

Date

Authorized Agent- Printed Name

ATTEST:

Account Manager

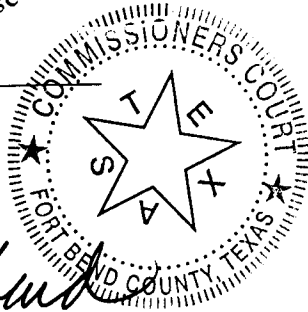
Title

*Laura Richard*

12/11/2018

Date

Laura Richard, County Clerk



**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 91,644.33 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

*Robert Ed Sturdivant*

Robert Ed Sturdivant, County Auditor

Exhibit A: Contract Resource Group Quotation for Furniture

i:\agreements\2019 agreements \purchasing \sheriff's office \addendum to allsteel ncpa07-39 contract (lsl 12.3.18).docx

# EXHIBIT A

# Contract Resource Group

7108 Old Katy Road, Suite 150, Houston, TX 77024 | phone: 713-803-0100 | fax: 713-803-0138 | www.crgoffice.com

## Quotation Prepared For

DEBBIE KAMINSKI

Sales Rep: GARY BRISENDINE

FORT BEND COUNTY

301 JACKSON SUITE 201

RICHMOND TX 77469

Coordinator: Jane Smith

Designer: MONICA

Quote # FURNITURE BID R122118

LEVEL 2 & LEVEL 3 FURNITURE - ALLSTEEL NCPA CONTRACT #NCF

A07-39

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# CRG

...Expect More

ITEM #	QTY	MFG	PRODUCT	UNIT PRICE	EXT. PRICE
1	1		NCPA		
			ALLSTEEL NCPA CONTRACT #NCPA07-39	List: \$0.00	\$0.00
				Discount Off List:	0.00 %
				Sell: \$0.00	\$0.00
				SUBTOTAL:	\$0.00

PROJECT SUBTOTAL: \$0.00

ITEM #	QTY	MFG	PRODUCT	UNIT PRICE	EXT. PRICE
<b>LEVEL 2</b>					
2	16	ALS	AMRK48		
			Marker Board 48"W x 24"H White with Silver Trim	List: \$529.00	\$8,464.00
				Discount Off List:	74.30 %
				Sell: \$135.95	\$2,175.20
			.X CLR: No Color Choice		
3	32	ALS	A870824		
			Tasklight w/elec Ballast for 24W	List: \$258.00	\$8,256.00
				Discount Off List:	74.30 %
				Sell: \$66.31	\$2,121.92
			.X CLR: No Color Choice		
4	2	ALS	A871048		
			Pass-Thru Cable w/o Power Block 48W	List: \$140.00	\$280.00
				Discount Off List:	74.30 %
				Sell: \$35.98	\$71.96
			.P CLR: Black		

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 LEVEL 2 & LEVEL 3 FURNITURE - ALLSTEEL NCPA CONTRACT #NCF  
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Item #	QTY	Code	Part #	Description	List Price	Discount	Sell Price
5	5	ALS	A871060	Pass-Thru Cable w/o Power Block 60W	\$140.00	74.30 %	\$35.98
			.P	CLR: Black			
6	2	ALS	A871096	Pass-Thru Cable w/o Power Block 96W	\$233.00	74.30 %	\$59.88
			.P	CLR: Black			
7	10	ALS	A871136	Pass-Thru Harness w/Power Block 36W	\$147.00	74.30 %	\$37.78
			.P	CLR: Black			
8	3	ALS	A871148	Pass-Thru Harness w/Power Block 48W	\$155.00	74.30 %	\$39.84
			.P	CLR: Black			
9	10	ALS	A871230	Power Harness 30W	\$238.00	74.30 %	\$61.17
			.P	CLR: Black			
10	11	ALS	A871501	Duplex Recept Circuit 1: 3+1 or 2+2 System	\$44.00	74.30 %	\$11.31
			.EV	CLR: Loft			
11	11	ALS	A871502	Duplex Recept Circuit 2: 3+1 or 2+2 System	\$44.00	74.30 %	\$11.31
			.EV	CLR: Loft			

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Item #	QTY	Material	Description	List Price	Discount	Sell Price
12	10	ALS	A871503 Duplex Recept Circuit 3: 3+1 or 2+2 System	\$44.00	74.30 %	\$113.10
			.EV CLR: Loft			
13	16	ALS	A871504 Duplex Recept Circuit 4: 3+1 or 2+2 System	\$44.00	74.30 %	\$113.10
			.EV CLR: Loft			
14	3	ALS	A879072 Base Power In-Feed Cable 3+1 & 2+2 Systems	\$267.00	74.30 %	\$68.62
			.P CLR: Black			
15	16	ALS	OH1530SD 15H x30W Sliding Single Door Overhead	\$616.00	74.30 %	\$158.31
			.YZ Sys:Stride-DNA-Optimize			
			\$(P1) P1 Paint Opts			
			.P7B CLR: Loft			
			.OMT omt Core to Ord key Alike			
16	16	ALS	OH1536SD 15H x36W Sliding Single Door Overhead	\$647.00	74.30 %	\$166.28
			.YZ Sys:Stride-DNA-Optimize			
			\$(P1) P1 Paint Opts			
			.P7B CLR: Loft			
			.OMT omt Core to Ord key Alike			
17	1	ALS	LKFE4SLV Lock Core Kit Silver - 4 Cores 2 Keys	\$1,152.00	74.30 %	\$296.06

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		\$(KEYNUM)	Key Number			
		.X140	Key Number 140			
		.16	Quantity: 16			
18	16	ALS	PF197-233I	List:	\$718.00	\$11,488.00
Essentials Support Ped BBF 28Hx22-7/8Dx15W Integral Pull				Discount Off List:		74.30 %
				Sell:	\$184.53	\$2,952.48
		\$(P1)	P1 Paint Opts			
		.P7B	CLR: Loft			
		.OMT	omt Core to Ord key Alike			
19	16	ALS	PF198-232I	List:	\$718.00	\$11,488.00
Essentials Support Ped FF 28Hx22-7/8Dx15W Integral Pull				Discount Off List:		74.30 %
				Sell:	\$184.53	\$2,952.48
		\$(P1)	P1 Paint Opts			
		.P7B	CLR: Loft			
		.OMT	omt Core to Ord key Alike			
20	16	ALS	T624FB	List:	\$49.00	\$784.00
Flat Bracket 24D				Discount Off List:		74.30 %
				Sell:	\$12.59	\$201.44
21	8	ALS	Z5SC72	List:	\$84.00	\$672.00
60W External Supt Channel for 72W W/S				Discount Off List:		74.30 %
				Sell:	\$21.59	\$172.72
22	24	ALS	T6BK	List:	\$49.00	\$1,176.00
Worksurface Bracket Kit				Discount Off List:		74.30 %
				Sell:	\$12.59	\$302.16
		\$(P1)	P1 Paint Opts			
		.P7B	CLR: Loft			
23	12	ALS	T6CB24L	List:	\$58.00	\$696.00
Cantilever Bracket 24D LH Terrace				Discount Off List:		74.30 %
				Sell:	\$14.91	\$178.92

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		\$(P1)	P1 Paint Opts			
		.P7B	CLR: Loft			
24	12	ALS	T6CB24R	List:	\$58.00	\$696.00
Cantilever Bracket 24D RH Terrace				Discount Off List:		74.30 %
				Sell:	\$14.91	\$178.92
		\$(P1)	P1 Paint Opts			
		.P7B	CLR: Loft			
25	16	ALS	T52466S	List:	\$511.00	\$8,176.00
Primary 24Dx66W Flat Eg Lam w/Grommets				Discount Off List:		74.30 %
				Sell:	\$131.33	\$2,101.28
		\$(L1WDGR)	L1 Woodgrain Lam Opts			
		.LFW1	Lam: Florence Walnut			
		.FW	Edg: Florence Walnut			
		.P	Plastic Grommet			
26	8	ALS	T53072S	List:	\$603.00	\$4,824.00
Primary 30Dx72W Flat Eg Lam w/Grommets				Discount Off List:		74.30 %
				Sell:	\$154.97	\$1,239.76
		\$(L1WDGR)	L1 Woodgrain Lam Opts			
		.LFW1	Lam: Florence Walnut			
		.FW	Edg: Florence Walnut			
		.P	Plastic Grommet			
27	8	ALS	T53096S	List:	\$1,006.00	\$8,048.00
Primary 30Dx96W Flat Eg Lam w/Grommets				Discount Off List:		74.30 %
				Sell:	\$258.54	\$2,068.32
		\$(L1WDGR)	L1 Woodgrain Lam Opts			
		.LFW1	Lam: Florence Walnut			
		.FW	Edg: Florence Walnut			
		.P	Plastic Grommet			

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Item #	QTY	UNIT	DESCRIPTION	List Price	Discount	Sell Price
28	36	ALS	P3CONTT Optimize Inline Connector Kit	\$67.00	74.30 %	\$2,412.00
				\$17.22		\$619.92
29	20	ALS	P1TC30 Panel Top Cap 30"W	\$27.00	74.30 %	\$540.00
				\$6.94		\$138.80
			\$(P1) P1 Paint Opts .P7B CLR: Loft			
30	26	ALS	P1TC36 Panel Top Cap 36"W	\$28.00	74.30 %	\$728.00
				\$7.20		\$187.20
			\$(P1) P1 Paint Opts .P7B CLR: Loft			
31	36	ALS	P1TC48 Panel Top Cap 48"W	\$34.00	74.30 %	\$1,224.00
				\$8.74		\$314.64
			\$(P1) P1 Paint Opts .P7B CLR: Loft			
32	20	ALS	P365PV Optimize Panel End Covers 65H	\$74.00	74.30 %	\$1,480.00
				\$19.02		\$380.40
			\$(P1) P1 Paint Opts .P7B CLR: Loft			
33	12	ALS	P3CONL65 Optimize "L" Connector 65H	\$126.00	74.30 %	\$1,512.00
				\$32.38		\$388.56
			\$(P1) P1 Paint Opts .P7B CLR: Loft			

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Item #	QTY	Material	Description	List Price	Discount	Sell Price
34	12	ALS	P3CONT65 Optimize "T" Connector 65H	\$198.00	74.30 %	\$610.68
			\$(P1) P1 Paint Opts			
			.P7B CLR: Loft			
35	16	ALS	P3CONVH22 Optimize Variable Height Connector Kit 22.5H	\$75.00	74.30 %	\$308.48
			\$(P1) P1 Paint Opts			
			.P7B CLR: Loft			
36	3	ALS	P3CONX65 Optimize "X" Connector 65H	\$198.00	74.30 %	\$152.67
			\$(P1) P1 Paint Opts			
			.P7B CLR: Loft			
37	16	ALS	P14248TP Optimize Tckble Pnl 42.5H x 48W w/out Top Cap	\$497.00	74.30 %	\$2,043.68
			\$(A) GRD A FAB			
			.LN FAB: Landscape			
			35 Slate			
			\$(P1) P1 Paint Opts			
			.P7B CLR: Loft			
38	20	ALS	P16530TP Optimize Tckble Pnl 65H x 30W w/out Top Cap	\$460.00	74.30 %	\$2,364.40
			\$(A) GRD A FAB			
			.LN FAB: Landscape			
			35 Slate			
			\$(P1) P1 Paint Opts			
			.P7B CLR: Loft			

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39	26	ALS	P16536TP		List:	\$516.00	\$13,416.00	
			Optimize Tckble Pnl 65H x 36W w/out Top Cap		Discount Off List:		74.30 %	
					Sell:	\$132.61	\$3,447.86	
			\$(A)	GRD A FAB				
			.LN	FAB: Landscape				
			35	Slate				
			\$(P1)	P1 Paint Opts				
			.P7B	CLR: Loft				
40	20	ALS	P16548TP		List:	\$604.00	\$12,080.00	
			Optimize Tckble Pnl 65H x 48W w/out Top Cap		Discount Off List:		74.30 %	
					Sell:	\$155.23	\$3,104.60	
			\$(A)	GRD A FAB				
			.LN	FAB: Landscape				
			35	Slate				
			\$(P1)	P1 Paint Opts				
			.P7B	CLR: Loft				
<b>SUBTOTAL:</b>								<b>\$38,426.37</b>

**LEVEL 3**

41	16	ALS	AMRK48		List:	\$529.00	\$8,464.00
			Marker Board 48"W x 24"H White with Silver Trim		Discount Off List:		74.30 %
					Sell:	\$135.95	\$2,175.20
			.X	CLR: No Color Choice			
42	4	ALS	A871048		List:	\$140.00	\$560.00
			Pass-Thru Cable w/o Power Block 48W		Discount Off List:		74.30 %
					Sell:	\$35.98	\$143.92
			.P	CLR: Black			
43	8	ALS	A871142		List:	\$155.00	\$1,240.00
			Pass-Thru Harness w/Power Block 42W		Discount Off List:		74.30 %
					Sell:	\$39.84	\$318.72
			.P	CLR: Black			

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Item #	Qty	Material	Description	List Price	Discount	Sell Price
44	1	ALS	A871148 Pass-Thru Harness w/Power Block 48W	\$155.00	74.30 %	\$39.84
			.P CLR: Black			
45	8	ALS	A871230 Power Harness 30W	\$238.00	74.30 %	\$61.17
			.P CLR: Black			
46	2	ALS	A871248 Power Harness 48W	\$253.00	74.30 %	\$65.02
			.P CLR: Black			
47	10	ALS	A871501 Duplex Recept Circuit 1: 3+1 or 2+2 System	\$44.00	74.30 %	\$11.31
			.EU CLR: Muslin			
48	12	ALS	A871502 Duplex Recept Circuit 2: 3+1 or 2+2 System	\$44.00	74.30 %	\$11.31
			.EU CLR: Muslin			
49	10	ALS	A871503 Duplex Recept Circuit 3: 3+1 or 2+2 System	\$44.00	74.30 %	\$11.31
			.EU CLR: Muslin			
50	16	ALS	A871504 Duplex Recept Circuit 4: 3+1 or 2+2 System	\$44.00	74.30 %	\$11.31
			.EU CLR: Muslin			

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Item #	Qty	Material	Description	List Price	Discount	Sell Price
51	3	ALS	A879072 Base Power In-Feed Cable 3+1 & 2+2 Systems	\$267.00	74.30 %	\$205.86
			.P CLR: Black			
52	16	ALS	PF198-232B Essentials Support Ped FF 28Hx22-7/8Dx15W Bevel Pull	\$718.00	74.30 %	\$2,952.48
			\$(P1) P1 Paint Opts			
			.P4J CLR: Muslin			
			.OMT omt Core to Ord key Alike			
53	1	ALS	LKFE3MTS Lock Core Kit Matte Silver -- 3 cores 2 keys	\$864.00	74.30 %	\$222.05
			\$(KEYNUM) Key Number			
			.SEQ/ Key Number Sequence Start			
			110 Key Number 110			
			.16 Quantity: 16			
54	8	ALS	YPTBK652424LBBFMB 65Hx24Wx24D Wardrobe Left/ Door/Box/Box/File - Base Kickplat	\$2,671.00	74.30 %	\$5,491.60
			\$(P1) P1 Paint Opts			
			.P4J CLR: Muslin			
			.X Omit Lock			
55	8	ALS	YPTBK652424RBBFMB 65Hx24Wx24D Wardrobe Right/ Door/Box/Box/File - Base Kickpla	\$2,671.00	74.30 %	\$5,491.60
			\$(P1) P1 Paint Opts			
			.P4J CLR: Muslin			
			.X Omit Lock			

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Item #	Qty	Material	Description	List Price	Discount	Sell Price
56	16	ALS	T624FB Flat Bracket 24D	\$49.00	74.30 %	\$784.00
				\$12.59		\$201.44
57	32	ALS	T6BK Worksurface Bracket Kit	\$49.00	74.30 %	\$1,568.00
				\$12.59		\$402.88
			\$(P1) P1 Paint Opts .P4J CLR: Muslin			
58	8	ALS	T6CB24L Cantilever Bracket 24D LH Terrace	\$58.00	74.30 %	\$464.00
				\$14.91		\$119.28
			\$(P1) P1 Paint Opts .P4J CLR: Muslin			
59	8	ALS	T6CB24R Cantilever Bracket 24D RH Terrace	\$58.00	74.30 %	\$464.00
				\$14.91		\$119.28
			\$(P1) P1 Paint Opts .P4J CLR: Muslin			
60	8	ALS	TKPPBL Pedestal-to-Panel Bracket LH	\$82.00	74.30 %	\$656.00
				\$21.07		\$168.56
			\$(P1) P1 Paint Opts .P4J CLR: Muslin			
61	8	ALS	TKPPBR Pedestal-to-Panel Bracket RH	\$82.00	74.30 %	\$656.00
				\$21.07		\$168.56
			\$(P1) P1 Paint Opts .P4J CLR: Muslin			

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Item #	QTY	UNIT	DESCRIPTION	List Price	Discount	Sell Price
62	16	ALS	T52442S Primary 24Dx42W Flat Eg Lam w/Grommets	\$355.00	74.30 %	\$91.24
			\$(L1WDGR) L1 Woodgrain Lam Opts			
			.LW7C Lam: Shaker Cherry-Former LT7C			
			.DF Edg: Shaker Cherry *Prev EDF*			
			.P Plastic Grommet			
63	16	ALS	T53096S Primary 30Dx96W Flat Eg Lam w/Grommets	\$1,006.00	74.30 %	\$258.54
			\$(L1WDGR) L1 Woodgrain Lam Opts			
			.LW7C Lam: Shaker Cherry-Former LT7C			
			.DF Edg: Shaker Cherry *Prev EDF*			
			.P Plastic Grommet			
64	39	ALS	P3CONTT Optimize Inline Connector Kit	\$67.00	74.30 %	\$17.22
65	24	ALS	P1TC24 Panel Top Cap 24"W	\$26.00	74.30 %	\$6.68
			\$(P1) P1 Paint Opts			
			.P4J CLR: Muslin			
66	24	ALS	P1TC30 Panel Top Cap 30"W	\$27.00	74.30 %	\$6.94
			\$(P1) P1 Paint Opts			
			.P4J CLR: Muslin			

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Item #	QTY	Material	Description	List Price	Discount	Sell Price
67	8	ALS	P1TC42 Panel Top Cap 42"W	\$29.00	74.30 %	\$232.00
			\$(P1) P1 Paint Opts .P4J CLR: Muslin			\$7.45
68	44	ALS	P1TC48 Panel Top Cap 48"W	\$34.00	74.30 %	\$1,496.00
			\$(P1) P1 Paint Opts .P4J CLR: Muslin			\$8.74
69	32	ALS	P365PV Optimize Panel End Covers 65H	\$74.00	74.30 %	\$2,368.00
			\$(P1) P1 Paint Opts .P4J CLR: Muslin			\$19.02
70	12	ALS	P3CONL65 Optimize "L" Connector 65H	\$126.00	74.30 %	\$1,512.00
			\$(P1) P1 Paint Opts .P4J CLR: Muslin			\$32.38
71	16	ALS	P3CONT65 Optimize "T" Connector 65H	\$198.00	74.30 %	\$3,168.00
			\$(P1) P1 Paint Opts .P4J CLR: Muslin			\$50.89
72	4	ALS	P3CONVH30 Optimize Variable Height Connector Kit 30H	\$75.00	74.30 %	\$300.00
			\$(P1) P1 Paint Opts			\$19.28

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		.P4J	CLR: Muslin			
73	5	ALS	P3CONX65 Optimize "X" Connector 65H	List:	\$198.00	\$990.00
				Discount Off List:		74.30 %
				Sell:	\$50.89	\$254.45
		\$(P1)	P1 Paint Opts			
		.P4J	CLR: Muslin			
74	4	ALS	P13548TP Optimize Tckble Pnl 35H x 48W w/out Top Cap	List:	\$427.00	\$1,708.00
				Discount Off List:		74.30 %
				Sell:	\$109.74	\$438.96
		\$(A)	GRD A FAB			
		.LN	FAB: Landscape			
		25	Umber			
		\$(P1)	P1 Paint Opts			
		.P4J	CLR: Muslin			
75	24	ALS	P16524TP Optimize Tckble Pnl 65H x 24W w/out Top Cap	List:	\$406.00	\$9,744.00
				Discount Off List:		74.30 %
				Sell:	\$104.34	\$2,504.16
		\$(A)	GRD A FAB			
		.LN	FAB: Landscape			
		25	Umber			
		\$(P1)	P1 Paint Opts			
		.P4J	CLR: Muslin			
76	24	ALS	P16530TP Optimize Tckble Pnl 65H x 30W w/out Top Cap	List:	\$460.00	\$11,040.00
				Discount Off List:		74.30 %
				Sell:	\$118.22	\$2,837.28
		\$(A)	GRD A FAB			
		.LN	FAB: Landscape			
		25	Umber			
		\$(P1)	P1 Paint Opts			
		.P4J	CLR: Muslin			

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77	8	ALS	P16542TP		List:	\$573.00	\$4,584.00
			Optimize Tckble Pnl 65H x 42W w/out Top Cap		Discount Off List:		74.30 %
					Sell:	\$147.26	\$1,178.08
			\$(A)	GRD A FAB			
			.LN	FAB: Landscape			
			25	Umber			
			\$(P1)	P1 Paint Opts			
			.P4J	CLR: Muslin			
78	40	ALS	P16548TP		List:	\$604.00	\$24,160.00
			Optimize Tckble Pnl 65H x 48W w/out Top Cap		Discount Off List:		74.30 %
					Sell:	\$155.23	\$6,209.20
			\$(A)	GRD A FAB			
			.LN	FAB: Landscape			
			25	Umber			
			\$(P1)	P1 Paint Opts			
			.P4J	CLR: Muslin			
						<b>SUBTOTAL:</b>	<b>\$41,733.34</b>
<b>TARIFF FEE</b>							
79	1		*SURCHARGE		List:	\$0.00	\$0.00
			ALLSTEEL TARIFF SURCHARGE FEE		Discount Off List:		0.00 %
					Sell:	\$1,221.95	\$1,221.95
						<b>SUBTOTAL:</b>	<b>\$1,221.95</b>
<b>Z-INSTALLATION</b>							
80	1		INSTALLATION		List:	\$0.00	\$0.00
			DELIVERY & INSTALLATION OF LEVEL 2 & 3 FURNITURE		Discount Off List:		0.00 %
					Sell:	\$10,262.67	\$10,262.67
						<b>SUBTOTAL:</b>	<b>\$10,262.67</b>
						<b>PROJECT SUBTOTAL:</b>	<b>\$91,644.33</b>
						<b>GRAND TOTAL:</b>	<b>\$91,644.33</b>

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## Contract Resource Group - Terms & Conditions of Sale

Company Buyer/Title: \_\_\_\_\_ PO#/Date: \_\_\_\_\_

Address: \_\_\_\_\_ Signature: \_\_\_\_\_

Seller: Contract Resource Group, ("Seller") 7108 Old Katy Road, Houston, TX 77024

1. **ORDERS:** Buyer's order will not be processed until Seller has approved and received:
  - \_\_\_\_\_ Signed Terms & Conditions
  - \_\_\_\_\_ Signed quote or binding purchase order
  - \_\_\_\_\_ Approved and signed drawings and specifications, if applicable
  - \_\_\_\_\_ Completed and signed credit application and Buyer's good credit rating and standing with Seller
2. **PAYMENT:** Net 30 days from invoice date. For new credit approved open accounts a 50% deposit is required, for all subsequent orders under \$5,000 a deposit is not required. If orders are delayed or interrupted due to factors beyond Seller's control, Buyer remains obligated to pay each invoice 60 days after invoices are due. Seller can ship/install or provide services from a single purchase order, and invoice Buyer, in stages and Buyer agrees to pay Seller for products and services when invoiced per established credit terms. Unpaid invoices past the due date will accrue interest at 1.5% per month or the maximum amount allowed by law. All fees, including reasonable attorneys' fees, incurred in collection of undisputed monies due to the Seller will be paid by Buyer.
3. **CANCELLATIONS:** All or part of a furniture order cannot be cancelled without prior written approval by Seller. If Buyer cancels after an order is initiated, Buyer will pay all charges incurred through cancellation date including any applicable restocking fees. These charges vary based on specific manufacturer policies. **CANCELLATION OF LABOR + SERVICES:** Service and labor must be cancelled a minimum of 24 hours prior to start time/date. Failure to so cancel will subject Buyer to a minimum fee equal to four (4) hours times the number of men scheduled in the crew times the hourly bill rate of each crew member; direct ship reconsignment; double handling fees; storage; and redelivery. Design costs accrued up to time of cancellation are payable by Buyer.
4. **RETURNS:** Manufacturers do not accept the return of furnishings. Unless damaged in transit or due to a material defect, merchandise may not be returned or replaced, credit or deduction taken, or refund requested without prior written authorization from Seller and payment by Buyer of restocking, pick-up, uninstal and freight fees.
5. **PRICES:** Prices quoted are valid for 30 days. Quotes may not include all applicable taxes. Taxes will be added to invoice.
6. **TITLE AND RISK OF LOSS:** Title and risk of loss pass to Buyer based upon FOB destination or if buyer is unable to take delivery of product and requests that Seller store product in excess of 21 days. Seller has a security interest in the product until all invoices have been paid in full and Buyer will execute documents to perfect that security interest. Buyer may inspect all merchandise before taking title.
7. **DELIVERY AND INSTALLATION:**
  - a. **Business Hours:** Normal working hours are from 8:00am - 4:00pm, Monday through Friday, excluding holidays. Overtime labor costs will be added when overtime work is performed at the Buyer's request or if Seller incurs additional labor costs due to unfavorable building conditions.
  - b. **Condition of Job Site:** The job site will be clean and free of debris prior to delivery and installation. If other trades on the job site delay the installation, the Buyer shall pay any additional fees. It is the Buyer's responsibility to clear the area prior to the start of the installation. Buyer is responsible for moving computers and all related equipment.
  - c. **Building Electrical Connections:** It is the responsibility of the Buyer to make electrical connections from the building power supply to the furniture and/or panel systems. Data and telephone cabling is also the responsibility of the Buyer.
  - d. **Protection of Delivered Goods:** Property damage/replacement insurance costs are the responsibility of the Buyer. Buyer is responsible for all loss or damage by trades such as painting or plastering, electrical or telephone installation, fire or other elements.
  - e. **Job Site Services:** Electric current, heat and elevator services will be furnished without charge to Seller. Adequate facilities for off-loading, staging and handling of merchandise will be provided by the Buyer without charge to Seller. For any services or conditions outside the norm, which incur additional costs, the Buyer will pay the fees.
  - f. **Storage:** If Buyer is unable to take delivery of product processed through Seller's distribution center, at the agreed upon date, Seller, at Buyer's request, will store the product for the Buyer for a 30 day period at no charge to the Buyer. After 30 days, storage and handling fees will apply and will be paid by Buyer. Delay of direct deliveries to the Buyer's site will incur storage and handling fees and will be paid by the Buyer.
8. **INDUSTRY STANDARDS:** All merchandise, including veneers, are subject to reasonable variations in color, pattern, grain and finish according to the trade customs of the industry. These variations, or any subtle changes over time, are not considered defects.
9. **CLAIMS:** Seller will file claims for transportation damage except drop shipments which are the responsibility of Buyer.
10. **DELAY:** Seller is not liable for failure, delay or interruption in performance which is beyond Seller's control including strikes, lockouts, work stoppages, accidents, manufacturers' production schedule and acts of God including weather, war and terrorism.
11. **LIMITATION OF LIABILITY:** Seller is not liable to Buyer for any indirect, incidental, consequential or punitive damages. Seller's maximum liability for breach of these Terms and Conditions is the amount received from Buyer hereunder.
12. **AGREEMENT.** These Terms and Conditions supersede all prior oral and written agreements related hereof. These Terms and Conditions can only be amended in a writing signed by Seller and Buyer's authorized officers. If these Terms and Conditions conflict with the documents in section 1, these Terms and Conditions control. These Terms and Conditions are governed by the laws of the State of Texas, without regard to its conflict of laws provisions. Buyer waives application of Article 2 of the Uniform Commercial Code. If any term of these Terms and Conditions is invalid, illegal or unenforceable it will not apply but the remaining terms will continue to apply. Headings are for reference only and are not to be used in interpreting these Terms and Conditions.
14. **WARRANTY:** Product warranty is provided by each manufacturer. Seller disclaims all express or implied warranties.

# 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:**  
 2018-432984

**Date Filed:**  
 12/12/2018

**Date Acknowledged:**  
 01/08/2019

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Contract Resource Group LLC  
 Houston, TX 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.**  
 19651  
 Office Furniture

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)