



December 11, 2024

Kristina Jones
Broaddus & Associates
2330 Bloomdale Rd
McKinney, TX 75071

Subject: Collin County Healthcare Facility, Parking Garage, and Medical Examiners
Revised Request for Change No. 007; High Density Shelving Contract Scope Add

Dear Kristina:

Please find the attached Revised Request for Change No. 007. This proposal is submitted for an Add of Three Hundred Sixteen Thousand Eight Hundred and Thirty Dollars (\$316,830) reflective of the following items:

- **Furnish high-density shelving in Medical Examiner and Healthcare Buildings per County request. This scope was previously an Owner furnished item.**
- **Pricing does not include all other shelving shown to be provided by Owner.**
- **This PCO is contingent on vendor acceptance of our contract terms.**
- ***This PCO will be an increase to our contract in the amount of \$316,830.00 broken down as follows:***
 - *The Healthcare Building increase amount is \$285,903.00.*
 - *The Medical Examiners Building increase amount is \$30,927.00.*

We have not proceeded with this change. Please sign the attached request for change recap indicating approval of this change.

Sincerely,

Jim Terhune 
Digital signed by Jim Terhune
DN: cn=US
o=The Christman Company
ou=The Christman Company
cn=Jim Terhune
date=2024.12.11 15:34:48-0800

Jim Terhune
Sr. Project Manager

CC: Bryan Smith, PGAL

Collin County

PGAL - Dallas (Addison)

Project Manager

Accounting

Project:

224057- Collin County Medical Campus
2300 Bloomdale Rd
McKinney, TX 75071

Owner :

Collin County
2300 Bloomdale Rd; Suite 3160
McKinney, TX 75071

From:

The Christman Company

Issue No. 007 - High Density Shelving Contract Scope Add Amount

Item: 1 High Density Shelving Healthcare Building

Phase	Description	Abbreviation	Amount
25S-	Shelving	SUBS	267,990.00
41 -4110	Payment and Performance Bonds	OTHER	2,278.00
60 -	Overhead & Profit	OTHER	13,625.00
99 -	General Liability Insurance	OTHER	2,010.00
Subtotal Item 1			285,903.00

Item: 2 High Density Shelving Medical Examiner

Phase	Description	Abbreviation	Amount
25S-	Shelving	SUBS	28,990.00
41 -4110	Payment and Performance Bonds	OTHER	246.00
60 -	Overhead & Profit	OTHER	1,474.00
99 -	General Liability Insurance	OTHER	217.00
Subtotal Item 2			30,927.00

0.00

Request for Change Total:

\$316,830.00

Qualifications:

- This Issue is Original Revised Budget Only Firm Quotation.
- Contract time will be Increased by Decreased by () work days; Other: TBD pending approval and lead times
- The Christman Company has has not proceeded with the work, and this Issue must be accepted within () work days.
- Funded by Contract change Allowance Contingency Other: _____

Owner and/or Architect Action:

- Approved Proceed as described above (cost and schedule changes to be finalized under a revised Issue)
 Rejected Other: _____

Authorization:

The Owner and/or Architect hereby direct The Christman Company to proceed with the performance of the work as described above and/or in any additional documents referenced herein. It is understood that the amount of this Request for Change, if noted as "Budget Only" under Qualification I., will be revised as necessary upon determination of final costs and included in the next Owner Change Order accordingly. If noted as "Firm Quotation" under Qualification I., the amount of this Request will be included in the next Owner Change Order. In addition, all costs included herein may be included in the next payment application as if they had been included in an Owner Change Order or Construction Change Directive.

Collin County

PGAL - Dallas (Addison)

Project Manager

Accounting

Project:

224057- Collin County Medical Campus
2300 Bloomdale Rd
McKinney, TX 75071

Owner :

Collin County
2300 Bloomdale Rd; Suite 3160
McKinney, TX 75071

From:

The Christman Company

Authorized By Owner:


Collin County
2300 Bloomdale Rd; Suite 3160
McKinney, TX 75071

By: _____

Date: _____

Accepted By Architect


PGAL - Dallas (Addison)
14135 Midway Road, Suite G-200
Addison TX 75001

By:  Tim Konganda

Date: _____

Submitted By Contractor:

The Christman Company

By:  Jim Terhune

Date: _____

Southwest Solutions Group, Inc.

2535 E State Hwy 121
 Suite 110-B
 Lewisville, TX 75056
 Phone: (972) 250-1970
 Fax: (972) 250-2229

www.southwestsolutions.com



Quote # 151649

Date: December 6, 2024
 Project # 126614
 Page 1 of 7
 Quote valid for 60 days.

BILL TO:

The Christman Co
 Collin County
 2300 Bloomdale Rd. #3160
 McKinney, TX 75071

INSTALL TO:

Collin County
 2300 Bloomdale Rd. #3160
 McKinney, TX 75071

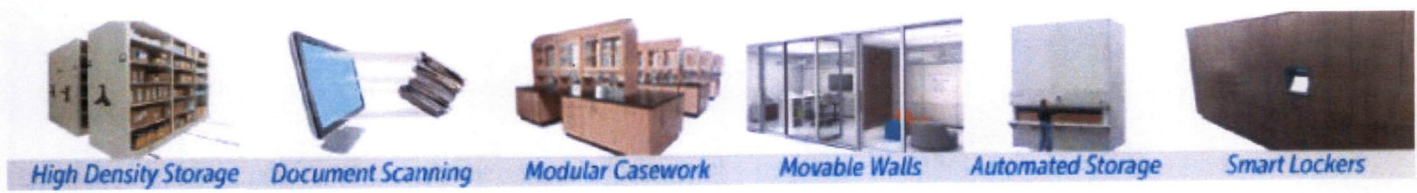
SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Benjamin DeGeorge Jr bdegeorge@southwestsolutions.com (214)882-2103 (Cell)	Collin County		18 to 20 weeks (after receipt of order)

126614-1 - Medical Examiner - Building 1: Mobile Storage: INTALLATION ONLY

#	DESCRIPTION	LINE TOTAL
1	<p>Per Drawing: 126614-1 - Building 1</p> <p>Medical Examiner Building Installation of the Spacesaver Movable Systems. Includes Recessed Rails Installation</p> <p>Pricing is based on ordering all on this quote at the same time on 1 contract to include installation and components Based on Shipping June 30, 2026 or before and installing within 30 days</p> <p>Includes all design services, manufacturing, packaging, inside delivery, installation by factory certified (non-union/non-prevailing wage) technicians during normal business hours, cleanup of area, removal of all debris, and warranty. Assumes clear access to all loading docks, elevators and installation sites. Seismic-rated equipment, calculations and permitting are not included unless otherwise specified.</p> <p>Pricing quoted combines the economies to scale to offer you the most favorable pricing. If all quoted equipment or areas are not ordered, shipped and installed together, changes to your quote will result.</p> <p>Because of market volatility impacting freight/shipping rates, fuel, and steel, this quote is valid for 60 days.</p>	

Subtotal:	\$6,600.00
Plus Applicable Sales Tax:	
Total:	\$6,600.00

Option Accepted (initial here)



High Density Storage

Document Scanning

Modular Casework

Movable Walls

Automated Storage

Smart Lockers

Southwest Solutions Group, Inc.

2535 E State Hwy 121
 Suite 110-B
 Lewisville, TX 75056
 Phone: (972) 250-1970
 Fax: (972) 250-2229

www.southwestsolutions.com



Quote # 151649

Date: December 6, 2024

Project # 126614

Page 2 of 7

Quote valid for 60 days.

BILL TO:

The Christman Co
 Collin County
 2300 Bloomdale Rd. #3160
 McKinney, TX 75071

INSTALL TO:

Collin County
 2300 Bloomdale Rd. #3160
 McKinney, TX 75071

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Benjamin DeGeorge Jr bdegeorge@southwestsolutions.com (214)882-2103 (Cell)	Collin County		18 to 20 weeks (after receipt of order)

126614-2 - Healthcare - Building 2: Mobile Storage: INSTALLATION ONLY

#	DESCRIPTION	LINE TOTAL
2	<p>Installation Project #120082 Healthcare Building Installation of the Spacesaver Movable Systems. Includes Recessed Rails Installation</p> <p>Pricing is based on ordering all on this quote at the same time on 1 contract to include installation and components Based on Shipping June 30, 2026 or before and installing within 30 days</p> <p>Includes all design services, manufacturing, packaging, inside delivery, installation by factory certified (non-union/non-prevailing wage) technicians during normal business hours, cleanup of area, removal of all debris, and warranty. Assumes clear access to all loading docks, elevators and installation sites. Seismic-rated equipment, calculations and permitting are not included unless otherwise specified.</p> <p>Pricing quoted combines the economies to scale to offer you the most favorable pricing. If all quoted equipment or areas are not ordered, shipped and installed together, changes to your quote will result.</p> <p>Because of market volatility impacting freight/shipping rates, fuel, and steel, this quote is valid for 60 days.</p>	

Subtotal:	\$43,300.00
Plus Applicable Sales Tax:	
Total:	\$43,300.00

Option Accepted (initial here)



Southwest Solutions Group, Inc.

2535 E State Hwy 121
 Suite 110-B
 Lewisville, TX 75056
 Phone: (972) 250-1970
 Fax: (972) 250-2229

www.southwestsolutions.com



Quote # 151649

Date: December 6, 2024

Project # 126614

Page 3 of 7

Quote valid for 60 days.

BILL TO:

The Christman Co
 Collin County
 2300 Bloomdale Rd. #3160
 McKinney, TX 75071

INSTALL TO:

Collin County
 2300 Bloomdale Rd. #3160
 McKinney, TX 75071

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Benjamin DeGeorge Jr bdegeorge@southwestsolutions.com (214)882-2103 (Cell)	Collin County		18 to 20 weeks (after receipt of order)

126614-1 - Medical Examiner - Building 1: Mobile Storage: MATERIALS

SSC SPECIAL PRICING

#	DESCRIPTION	LINE TOTAL
3	Per Drawing: 126614-2 - Building 2 NK DRAW SP 12-2-24 Does not include Performance or any Bond. Pricing is based on ordering all on this quote at the same time on 1 contract to include installation and components Based on Shipping June 30, 2026 or before and installing within 30 days Must be ordered within 60 days of this quote SPECIMEN STORAGE 135: One single faced stationary unit, 5'0" long x 12" deep x 82 7/16" high. One single faced stationary unit, 13'6" long x 12" deep x 82 7/16" high. Four double faced mobile units, High Capacity Hand Crank operation, 5'0" long x 24" deep x 82 7/16" high. All shelving will be provided with 6 openings per face and 1 steel bin front per opening. Overall Length +10"	

4 Freight

Does not include Performance or any Bond.

Subtotal: \$28,990.00

Plus Applicable Sales Tax:

Option Accepted (initial here)

Total: \$28,990.00



Southwest Solutions Group, Inc.

2535 E State Hwy 121
 Suite 110-B
 Lewisville, TX 75056
 Phone: (972) 250-1970
 Fax: (972) 250-2229

www.southwestsolutions.com



Quote # 151649

Date: December 6, 2024
 Project # 126614
 Page 4 of 7
 Quote valid for 60 days.

BILL TO:

The Christman Co
 Collin County
 2300 Bloomdale Rd. #3160
 McKinney, TX 75071

INSTALL TO:

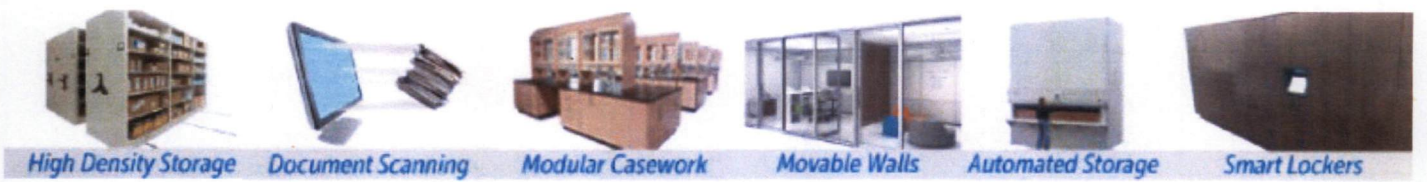
Collin County
 2300 Bloomdale Rd. #3160
 McKinney, TX 75071

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Benjamin DeGeorge Jr bdegeorge@southwestsolutions.com (214)882-2103 (Cell)	Collin County		18 to 20 weeks (after receipt of order)

126614-2 - Healthcare - Building 2: Mobile Storage: MATERIALS

SSC SPECIAL PRICING

#	DESCRIPTION	LINE TOTAL
5	Per Drawing: 126614-2 - Building 2 NK DRAW SP 12-2-24	
	Based on Shipping June 30, 2026 or before and installing within 30 days	
	Pricing is based on ordering all on this quote at the same time on 1 contract to include installation and components	
	Must be ordered within 60 days of this quote	
	<p>STORAGE 101: Six wide span stationary units, 16'0" long x 24" deep x 120" high. One wide span stationary unit, 24'0" long x 24" deep x 120" high. Two wide span stationary units, 11'0" long x 24" deep x 120" high. One wide span stationary unit, 7'0" long x 24" deep x 120" high. Three wide span mobile units, High Capacity Hand Crank operation, 7'0" long x 36" deep x 119 13/16" high. Eight wide span mobile units, High Capacity Hand Crank operation, 16'0" long x 36" deep x 119 13/16" high. Five wide span mobile units, High Capacity Hand Crank operation, 11'0" long x 36" deep x 119 13/16" high. Elevation per drawing. 4 openings with metal decking, Weight Capacity: 1,650lbs evenly distributed Overall Length +10"</p>	



High Density Storage

Document Scanning

Modular Casework

Movable Walls

Automated Storage

Smart Lockers

Southwest Solutions Group, Inc.

2535 E State Hwy 121
Suite 110-B
Lewisville, TX 75056
Phone: (972) 250-1970
Fax: (972) 250-2229

www.southwestsolutions.com



Quote # 151649

Date: December 6, 2024
Project # 126614
Page 5 of 7
Quote valid for 60 days.

BILL TO:

The Christman Co
Collin County
2300 Bloomdale Rd. #3160
McKinney, TX 75071

INSTALL TO:

Collin County
2300 Bloomdale Rd. #3160
McKinney, TX 75071

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Benjamin DeGeorge Jr bdegeorge@southwestsolutions.com (214)882-2103 (Cell)	Collin County		18 to 20 weeks (after receipt of order)

126614-2 - Healthcare - Building 2: Mobile Storage: MATERIALS

SSC SPECIAL PRICING

#	DESCRIPTION	LINE TOTAL
6	Per Drawing: 126614-2 - Building 2 NK DRAW SP 12-2-24	

Based on Shipping June 30, 2026 or before and installing within 30 days

Pricing is based on ordering all on this quote at the same time on 1 contract to include installation and components

STORAGE 106:

Two wide span stationary units, 8'0" long x 24" deep x 120" high.
One wide span stationary unit, 7'0" long x 24" deep x 120" high.
Two wide span stationary units, 16'0" long x 24" deep x 120" high.
One wide span stationary unit, 22'0" long x 24" deep x 120" high.
Seven wide span mobile units, High Capacity Hand Crank operation, 8'0" long x 36" deep x 119 13/16" high.
Three wide span mobile units, High Capacity Hand Crank operation, 16'0" long x 36" deep x 119 13/16" high.
Elevation per drawing. 4 openings with metal decking, Weight Capacity: 1,650lbs evenly distributed
Overall Length +10"

7	Does not include Performance or any Bond.	
---	---	--

Subtotal: \$267,990.00

Plus Applicable Sales Tax:

Option Accepted (initial here)

Total: \$267,990.00

Financing options available. [Click here to apply.](#)

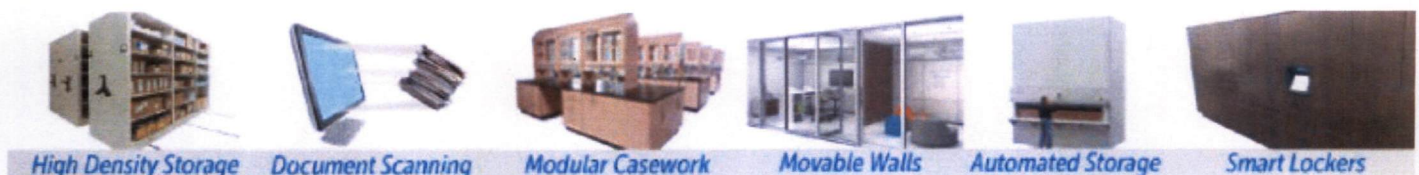
[We accept Credit Cards and eChecks.](#)

Credit Card payments over \$25,000 are subject to a 2.50% Convenience Fee. No Convenience Fee on eChecks. Southwest Solutions Federal Tax ID #: 75-2703228

Authorized Signature: _____

Date: _____

P.O. #: _____



Southwest Solutions Group, Inc.

2535 E State Hwy 121
 Suite 110-B
 Lewisville, TX 75056
 Phone: (972) 250-1970
 Fax: (972) 250-2229

www.southwestsolutions.com

**Quote # 151649**

Date: December 6, 2024

Project # 126614

Page 6 of 7

Scope of Work

The following are the responsibilities of Southwest Solutions Group (SSG) and Client to ensure the completion of the project in an efficient, timely manner. The items and services listed in this section, unless otherwise specified herein, have not been included in the equipment or services pricing and will be the responsibility and at the expense and liability of Client.

BY SSG

TYPE	DESCRIPTION
General	All charges associated and incurred for manufacturing, freight, local delivery, installation, cleanup, staff training, and warranty, unless specified otherwise.
Installation	Complete turnkey installation services by factory certified technicians and training of staff. All installation to take place during normal business hours (8:00 a.m. to 5:00 p.m. Monday-Friday). If work is required outside of these hours, overtime charges will apply.
Warehouse Storage	Provide two (2) weeks cost-free storage at local warehouse. When additional storage time is needed due to a change in customer requirements, warehouse storage charges will be accrued at the rate of: \$5.00 per hundred weight per month up to 90 days. \$7.50 per hundred weight per month over 90 days.
Direct Ship Design	Coordinate manufacturing to meet required delivery schedules. Includes all charges associated and incurred for freight, dock to dock delivery and warranty. Provide accurate representations of equipment in the client's space, based on site verification or CAD/Revit created layouts. Includes recessed rail detail, power requirements, data requirements and/or floor loading information as available and applicable.
Project Management	Assign a designated Project Manager to communicate and coordinate logistics and delivery of material ship dates with manufacturer. Communicate, update and revise project timelines when applicable. Schedule installation crews based on material arrival dates.
Recessed Rail Requirements	Will provide rail centers and trough requirements to contractor as applicable.
Installation Technicians	Provide trained technicians to complete installation of equipment per the approved drawing. Technicians shall perform work in a professional, safe and courteous manner, and according to predetermined and agreed upon completion dates.
Service	Provide training, on-site and phone support as needed for repairs and preventative maintenance of equipment. (Outside of Warranty/Service Agreement normal hourly rates, travel and parts apply)
Extended Warranty/Service Agreements	Offer an optional extended warranty and service agreement. Maintain equipment through a purchased service program after the original Manufacturer's warranty expires.

BY CLIENT

TYPE	DESCRIPTION
Receipt of Freight	Quote is based on standard truck delivery directed to a dock facility that is designed to receive freight. All other special services, such as, but not limited to: Pre-notification prior to delivery, limited access/non-commercial, residential, government, school deliveries, lift gate, inside deliveries, etc. are available for additional charges and will be billed accordingly.
Direct Ship Drawing Approval	Indicate any lift gate, limited access, special delivery requirements to SSG for coordination of freight services. Approve and sign SSG provided design drawing so that materials can be ordered to meet delivery and installation schedule. Design drawing will include "in space" representation of the equipment and its requirements. Lead times begin after receipt of drawing approval.
Access to Work Area	Provide unobstructed space within the site of installation to permit the incorporation of the systems as shown on any drawings that form a part of this Agreement. Prepare the work site to permit the unloading, installation, testing and acceptance of the equipment. If area is not precleared prior to installer's arrival, additional charges will be applied. Provide hoisting and elevator services for SSG equipment and personnel.
Building Obstructions	Remove and/or relocate any building obstructions, such as ducting, lighting fixtures and wiring, drains, piping, structural steel, electrical wiring, conduit, etc. which interfere with the equipment clearances. Provide sprinkler and fire safety devices including sprinkler design. Ensure that all equipment will pass through building access doors or other openings as necessary.
Foundation Preparation	Provide verification through facility management or other certified engineer of floor's weight carrying capacity to properly hold equipment (floor load). Provide location information of any conduit running through concrete floors (drilling may be required).
Modifications to Room Dimensions	If room dimensions differ from those provided in proposal, it is the responsibility of the client to inform SSG at least 4 weeks prior to shipping time to delay shipment from factory. Modifications after purchase orders (change orders) are processed by SSG are subject to delayed shipment and installation, and price increases.
Project Delays	It is the responsibility of the client to inform SSG at least 4 weeks prior to acknowledged ship date. If the installation site is not ready when scheduled work is to be performed and our technicians have been dispatched, a \$325.00 trip charge will be added. Please provide a minimum of 72 hours notice to reschedule installation. Modifications after purchase orders (change orders) are processed by SSG are subject to delayed shipment and installation, and price increases.
Loading of Contents	Transfer contents of existing system into new system unless option chosen to have movement of material handled by SSG's moving teams.
Product Training	Provide personnel for a scheduled product training session. Includes one training session for staff.

HIGH-CAPACITY STORAGE SYSTEM WITH RAIL INSTALLATION, IF APPLICABLE

TYPE	DESCRIPTION
Floorless Requirements	Floorless High-Capacity System should be installed on solid concrete floor or VCT covered concrete floor. Any existing carpet must be removed prior to installation at the rail's locations. Floor levelness should meet standard General Contractor code of 1/8" over 10'. If your floor does not meet these minimum standards, it will result in a different rail/subfloor system being provided, or your existing concrete floor leveled to meet the standard at your expense.
Recessed Rail Requirements/Foundation Preparation	Provide backfill of cement into troughs. Provide verification through facility management or other certified engineer of floor's weight carrying capacity to properly hold equipment. It is recommended that the slab have a minimum thickness of 5" with a capacity rating of 4,000 PSI. Verify that the concrete slab possesses the minimum levelness specification of 1/4" over a 20' span. Provide location information of any conduit or post-tension cables running through concrete floors (drilling may be required). Sonogramming or X-Ray of floor not included.
Electrical Preparation	If hardwired electrical system is selected, provide dedicated 120 VAC, 60 HZ, 20-amp circuit that must be hardwired by a certified electrician compliant with local Electrical Codes. If plug in electrical system is selected, provide dedicated/isolated 120 VAC, 60 HZ, 20-amp circuit with a 20-amp outlet that must be hardwired by a certified electrician compliant with local Electrical Codes. Multiple outlets may be required based on moving system design.

CAROUSEL AND LIFT INSTALLATION, IF APPLICABLE

TYPE	DESCRIPTION
Electrical Preparation	Provide all electrical utility outlets and wiring as required and as noted on drawing supplied by SSG. Provide suitable electric current, lighting, compressed air, water, heat, precise power, and air drop locations as required for installation, testing, acceptance, and operation of the system. Client is to supply power drops from the plant power supply up to, and including, disconnects at each control panel. All power and hardware shall be in accordance with the applicable electrical codes.
Material Handling Responsibilities	Perform unloading and carting of materials and equipment by appropriate personnel from the common carrier to a safe storage area at the installation site. (Unless this service is accepted as proposed on the price page of this Agreement.) Machine crates to remain unopened until technicians' arrival. Collect and remove all packing materials from equipment shipping. SSG is responsible to maintain a clean work area and place trash in Client provided containers. SSG personnel will provide and operate lift truck equipment within Client's facility. Provide hoisting and elevator services for SSG equipment and personnel.
Vertical Storage Training	Ensure that Client's personnel attend and participate in scheduled training sessions. Includes one training session for staff.
Loading of Vertical Storage	Perform installation of any trays, totes, dividers, drawers, or other accessories in the storage unit after the installation is completed. Provide for the physical loading of inventory and any containers into the system, stock counting, building the inventory database and back-up systems and procedures for use in integrating the system into the existing operation.

Southwest Solutions Group, Inc.

2535 E State Hwy 121
Suite 110-B
Lewisville, TX 75056
Phone: (972) 250-1970
Fax: (972) 250-2229

www.southwestsolutions.com

SOUTHWEST SOLUTIONS GROUP
business efficiency systems

Quote # 151649

Date: December 6, 2024

Project # 126614

Page 7 of 7

Terms, Conditions & Warranty

The following terms and conditions form a part of the agreement between Southwest Solutions Group, Inc. ("SSG") and the party executing this proposal ("Customer") relating to the installation of that certain equipment more fully described above (collectively, the "Equipment").

1. **WARRANTY.**
 - (a) The Equipment is provided to Customer with a limited warranty on parts and materials, excluding usual wear and tear.
 - (b) Except as provided for above, SSG hereby disclaims all warranties and representations with respect to the Equipment or SSG's installation services, whether express, implied, or otherwise, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, USE, OR QUIET ENJOYMENT. No rights or remedies referred to in Article 2A of the Uniform Commercial Code, including any variations thereon as may be in effect in the state in which Customer is located, will be conferred on Customer unless expressly granted herein. No oral or written information or advice given by SSG or its owners, agents, or employees shall create a warranty or in any way increase the scope of any warranty provided herein. SSG shall have no responsibility if the Equipment has been altered or misused by any party other than SSG in any way.
2. **LIMITATION OF LIABILITY.**
 - (a) SSG shall not be liable to Customer or any third party for any indirect, special, incidental, punitive, cover, or consequential damages (including, but not limited to, damages for the inability to use equipment or access data, loss of business, loss of profits, business interruption, or the like), arising out of the use of, or inability to use, the Equipment, and based on any theory of liability including breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if SSG had or should have had any knowledge, actual or constructive, of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.
 - (b) SSG's total liability to user for actual damages for any cause whatsoever will be limited to the amount actually paid by Customer to SSG for the Equipment. The foregoing limitations on liability are intended to apply to all aspects of this proposal.
3. **BASIS OF BARGAIN.** The foregoing warranty disclaimers and limitations on liability are fundamental elements of the basis of this proposal and agreement between SSG and Customer. SSG would not be able to provide the Equipment and associated installation services on an economic basis without such limitations. Such warranty disclaimers and limitations on liability inure to the benefit of the suppliers of the Equipment.
4. **INDEMNIFICATION.** Customer hereby agrees to indemnify, defend, and hold harmless SSG from and against any and all claims, suits, causes, actions, liabilities, damages, expenses, legal fees, and obligations of any kind arising out of or from, either directly or indirectly, Customer's breach of any provision, term, or condition of this proposal.
5. **NOTICE.** All notices or other communication required or permitted by this proposal to be served on or given to either party to this proposal by the other party must be in writing to primary address of party as indicated in this proposal and shall be deemed duly served and given when personally delivered, by receipted delivery, to the party to whom it is directed or, in lieu of such personal service, when sent by confirmed facsimile transmission, by registered or certified U.S. mail, or overnight delivery.
6. **SECURITY INTEREST.** Until such time as SSG has been paid in full for the Equipment and all related installation services, regardless of whether or not any invoice may be disputed by Customer, Customer hereby grants to SSG a security interest in the Equipment and authorizes SSG to perfect such security interest through the filing of Uniform Commercial Code financing statements. Customer agrees to cooperate with all reasonable requests of SSG relating to the granted security interest and, should SSG opt to exercise its rights of recovery of the Equipment for failure of Customer to pay for the same, Customer shall permit SSG entrance to the facilities where the Equipment is located upon reasonable notice of the same and during reasonable hours.
7. **MISCELLANEOUS.**
 - (a) **Governing Law; Venue.** This proposal shall be construed and enforced under and in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. The language in this proposal shall be interpreted as to its fair meaning and not strictly for or against any party. Any dispute arising under this Agreement shall be subject to exclusive jurisdiction and venue in Denton County, Texas.
 - (b) **Late Fees; Disputes.** All overdue payments to SSG shall incur interest in the amount of 1.5% per month, or such lesser rate as may otherwise be required by law. Customer agrees SSG shall be entitled to recover reasonable attorneys' fees and court costs expended in connection with any litigation or legal action initiated to enforce the provisions of this proposal.
 - (c) **Entire Agreement.** This proposal constitutes the entire agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter, including, but not limited to, any representations made in any presentation or proposal submitted or provided prior to the execution date of this proposal. Except as otherwise expressly referenced herein, there are no other understandings or agreements between the parties regarding this subject matter.
 - (d) **Amendment.** This proposal may not be amended or modified except by a written instrument executed by each party's respective authorized representatives.
 - (e) **Successors and Assigns; Assignment.** This proposal shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs and personal and legal representatives, but no assignment shall relieve any party of its obligations hereunder. Customer may not assign this Agreement or any portion thereof without the prior written consent of SSG. SSG may assign this proposal or any portion thereof without providing written notice to Customer. Any attempted assignment in violation of this will be null and void. SSG shall be permitted to subcontract or delegate to third parties the performance of any or all of the services contemplated herein.
 - (f) **Waiver.** No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by an officer of the waiving party. Any failure by a party to require strict performance by the other party or any waiver by a party of any breach of any provision of this proposal shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this proposal.
 - (g) **Severability.** In case any one or more of the provisions contained in this proposal shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this proposal, and this proposal must be construed as if the invalid, illegal, or unenforceable provision had never been contained in this proposal.
 - (h) **Survival.** Except as otherwise expressly provided in this proposal, each of the representations and warranties of the parties contained in this proposal, or in any certificate, document, or other instrument furnished or to be furnished under this proposal, and any action arising out of any thereof, including without limitation any cause of action for failure of any such representation to be true when made or as of the execution date of this proposal, and the parties' covenants, agreements, and obligations set forth in this proposal, shall survive in perpetuity beyond the execution date and termination of this proposal.
8. **CANCELLATIONS.** Southwest Solutions Group, Inc. will accept cancellation of firm orders prior to completion of delivery and installation, subject to the following conditions:
 - (a) The notice of cancellation must be in writing by the customer to SSG.
 - (b) SSG will use reasonable commercial efforts to cancel any firm order(s) for materials which have been submitted by SSG to the manufacturer or supplier related to the cancelled customer order:
 - (i) To the extent that any firm order(s) for materials to the manufacturer or supplier are cancelled without cost to SSG, the same will be cancelled and removed from the customer order. Otherwise, any cost of such cancellation will be borne by the customer.
 - (ii) Please note that automated solutions are custom designed to meet the customer's exact specifications. As such factories often impose cancellation fees after an order has been placed with the manufacturer. Any such cancellation fees will be borne by the customer.
 - (iii) For products that have shipped from the source for which a return is allowed by the manufacturer or supplier, the cost of return shipping shall also be borne by the customer.
 - (c) If the cancelled order included delivery and installation, the cost of all delivery and installation services provided up to the date of cancellation will be borne by the customer.
 - (d) A minimum charge of 50% of the original purchase order price will be imposed for changes or cancellation.
 - (e) Southwest Solutions Group, Inc. will not accept returns for materials delivered to the customer and installed (whether by SSG or others).