

DATE: 6/17/2015

## Vendor No.

BOARD / Date

# TERMS AND CONDITIONS OF PO / CONTRACT

## **ARTICLE 1 PURCHASE ORDER AUTHORIZATION**

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

## **ARTICLE 2 PURCHASE ORDER NUMBER**

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

## **ARTICLE 3 ACCEPTANCES**

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

## **ARTICLE 4 PRICE**

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

## **ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS**

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

## **ARTICLE 6 PARTS**

The Seller agrees to make functional parts available for a period of five years after final production run.

## **ARTICLE 7 WARRANTIES**

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

## **ARTICLE 8 REMEDIES**

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

## **ARTICLE 9 CONFLICTS OF LAWS**

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

## **ARTICLE 10 MODIFICATIONS**

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

## **ARTICLE 11 PATENT INFRINGEMENT**

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

## **ARTICLE 12 TERMINATIONS FOR CAUSE**

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

## **ARTICLE 13 TERMINATIONS FOR CONVENIENCE**

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

## **ARTICLE 14 ENTIRE AGREEMENTS**

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

## **ARTICLE 15 WORKS ON PREMISES**

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

## **ARTICLE 16 QUALITY GUARANTEE**

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

## **ARTICLE 17 QUALITY TERMS**

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.



105 Manley Rd Griffin, GA 30223  
 phone(770)227-2200 fax(770)227-2860

## Proposal

Customer: Griffin Electric  
 Name: Danny English  
 Address: \_\_\_\_\_  
 City/St/Zip: Griffin , Ga 30224  
 Phone: 770-229-6406 x411  
 email: [denglish@cityofgriffin.com](mailto:denglish@cityofgriffin.com)

Date: 5/29/2015  
 Quote # TCS0003

Quantity	DESCRIPTION	T	Price	TOTAL
1	Dual Band BDA 47.1918'		\$7,128.00	\$ 7,128.00
200	9913 Antenna Cable		\$1.25	\$ 250.00
2	Dual Band Antenna 330761		\$145.00	\$ 290.00
4	N Male Connector		\$10.00	\$ 40.00
				\$ -
Services	DESCRIPTION		Price	TOTAL
1	Labor for Install		\$540.00	\$ 540.00
				\$ -
				\$ -
SUBTOTAL				\$ 8,248.00
TAX RATE				
SALES TAX (IF APPLICABLE)				\$ -
OTHER				-
<b>TOTAL</b>				<b>\$ 8,248.00</b>



Microsoft  
Outlook Web App

Type here to search Entire Mailbox

Options Sign out

Mail

Deleted Items (335)  
Drafts  
Inbox (5)  
Junk E-Mail [570]  
Sent Items

Click to view all folders

Customer Service  
G&K  
Ice Storm 2014-02-12  
OMS  
SCADA  
Saved Items  
Thomas Property  
Manage Folders...

Reply Reply All Forward X Junk Close

## FW: DAS Follow Up

Danny English

**Sent:** Wednesday, June 17, 2015 2:06 PM  
**To:** Kim Harvil  
**Attachments:** [Node A Brochure\\_BR-102906-2.pdf \(3 MB\)](#) [Preview on web]

**Danny English**  
Electric | Lead Engineering Technician

**From:** Mike Dycus [mailto:mike.dycus@netplanner.com]  
**Sent:** Tuesday, June 02, 2015 5:07 PM  
**To:** Danny English  
**Cc:** Jason Keith; William McGinnis; Stacy Tipton  
**Subject:** RE: DAS Follow Up

Danny,

Good afternoon.

I wanted to go ahead and outline some budget pricing for you:

Design in iBwave software as required by each carrier – AT&T, Verizon, and Sprint: \$4,800.00.

Installation of a Node A Repeater System by CommScope to cover floor plan as discussed. Includes engineering, installation, equipment, cabling, and antennas for a complete cellular repeater system approved by each carrier with rebroadcast agreement for AT&T, Verizon, and Sprint. Owner will need to assist with contacts and working with each carrier as the rebroadcast agreement is between each carrier and owner. We will work closely to see that this is not an issue as we have relationships with each carrier.

**Total Budget System, excludes Design: \$65,000.00** This will be adjusted once final signal information is gathered and iBwave design is completed. Our system will include all available signal in the area for each carrier, such as 3G, 4G, and LTE.

**Total iBwave Design: \$4,800.00 up front cost**

Please let me know if you would like to discuss and move forward with a formal proposal. I have included a Node A document for your review.

Thank you,

Mike

**Michael Dycus, RCDD**  
**Vice President – Business Development**

NetPlanner Systems, Inc.  
3145 Northwoods Parkway, Suite 800 | Norcross, GA 30071  
Direct: (678) 205-2576 | Cell: (770) 833-3130  
Web: [www.netplanner.com](http://www.netplanner.com)

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**From:** Danny English [<mailto:denglish@cityofgriffin.com>]  
**Sent:** Tuesday, June 2, 2015 7:53 AM  
**To:** Mike Dycus  
**Cc:** Jason Keith; William McGinnis; Stacy Tipton  
**Subject:** RE: DAS Follow Up

1010 N. Hill St.

Sent from my Sprint phone.

Mike Dycus <[mike.dycus@netplanner.com](mailto:mike.dycus@netplanner.com)> wrote:

Danny,

Good afternoon. Today was a bust, sorry. Do you have a more confirmed mailing address for the site now that it is built.

Thank you,  
Mike

**Michael Dycus, RCDD**  
**Vice President – Business Development**

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**From:** Danny English [<mailto:denglish@cityofgriffin.com>]  
**Sent:** Monday, June 01, 2015 6:43 AM  
**To:** Mike Dycus  
**Cc:** Jason Keith; William McGinnis; Stacy Tipton  
**Subject:** Re: DAS Follow Up

Thanks for the follow up. There will be approximately 30 users. If I can assist any other way please let me know

Sent from my Sprint phone.

Mike Dycus <[mike.dycus@netplanner.com](mailto:mike.dycus@netplanner.com)> wrote:

Danny,

Good afternoon.

I am working on pricing and design cost to provide you with an idea for a repeater system to handle AT&T, Verizon, and Sprint. Hopefully I will have rough numbers for you on Monday.

Can you provide a rough count of users on the system for AT&T at any given time. 20 or so?

Thank you and have a great weekend.

Mike

**Michael Dycus, RCDD**  
**Vice President – Business Development**

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