



City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 8/31/2016

FY16 Purchase Order

Bid/Quote No. 068-041516LC4

Vendor No.

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Vendor Name & Address

ECG
1470 Riveredge Pkwy
N.W., Atlanta GA 30328

erichardson@ecoga.org

Ph: 865-988-8110 Fax: 865-988-8187

Freight is FOB
Destination
Deliveries are accepted
between the hours of
8:00 a.m. and 4 p.m.
Invoices are to be sent to
requesting dept. for approval.
Payment inquiries should be
directed to Accounts Payable
(accounting.vital@cityofgriffin.com)

*Terms: Net 30 unless otherwise specified on PO

Deliver to:

City of Griffin
Wastewater
700 Beck Street
Griffin, GA 30223

ATTN: Joseph Johnson / Brant Keller / Jack Poland

Phone: Fax:

-- ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES
SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. --

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING -

On File? Y/N

Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Configuration and set up of	505 - 4450 - 52 - 1200 - 0000	1	ea	33,840.000	33,840.00
Phase I customer notification process	- - - -				
Customer Text and Email	- - - -				
notification of intermittent and	- - - -				
continuous water use	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	enter debit/credit amounts in			
(DISTRIBUTION & \$\$)	- - - -	the extended totals column			

COMMENTS:

Totals: \$

33,840.00

↓ COG USE ONLY ↓		↓ COG USE ONLY ↓	
Pricing method:		WWW / Joseph Johnson / 8-31-2016	
<input type="checkbox"/> Verbal / Phone		Dept / Requestor / Date	
<input type="checkbox"/> Email/Mail/Fax		Purchasing / Date	
<input type="checkbox"/> Bid / RFP #			
<input type="checkbox"/> E-Verify Affidavit			
Vendor emailed copy?		Department Mgr / Date	Finance Director / Date
<input type="checkbox"/> Vendor Notified			
Invoice apprvd/attchd?		City Manager / Date	BOARD / Date
<input type="checkbox"/> PMT Approval			
<input type="checkbox"/> Inv Attached			

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.



Quotation

DATE August 30, 2016
 Quotation # GRIFFIN
 Customer ID GRIFFIN_25

City of Griffin
 Attn: Brant Keller
 100 South Hill Street
 Griffin, Georgia 30224

Prepared by: Ellen Richardson
 (770) 563-1226

Description	Cost	Quantity	Amount
One Time Configuration/Setup Fees			
Local HiperWeb Installation on City Server - Includes:	\$ 120.000 Hr	32	3,840.00
HiperWeb Server configuration HiperWeb Application installation & configuration HiperWeb Web Services for mobile support HiperWeb Document Upload services installation and configuration HiperWeb Dot Net installation & configuration Barcode Installation & configuration Reports Server Configuration Data migration Test & Acceptance Other: Remote access configuration Assist IT with mapping the online services to the new server			
Customer Notification (Text and E-mail) Phase I	\$ 120.000 Hr	125	15,000.00
Interface to Cogsdale customer information (account number, name, phone number and email) Interface to Neptune AMR to access historical data Work with the City of Griffin to develop algorithm which will trigger the notification messages to be sent out Email & Text messaging configuration			
PSD HiperWeb License Fee		1	15,000.00
Additional License Fee of \$22,500 will be assessed should City terminate their ECG Hosted Solutions subscription			
Summary			33,840.00

Please sign and return this quotation for approval - via fax 770.956.1909 or email: erichardson@ecoga.org

Approved - Signature

Date

Printed Name-Title

Notes:

All work will be performed by PSD Software, LLC and billed to the City through ECG. Except for the License Fee, work quoted is for labor only and does not include any hardware or any software required for the server operation or Database Management such as Operating System or SQL Licenses