



CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD
FRISCO, TEXAS 75034
TEL 972.292.5000
WWW.FRISCOTEXAS.GOV

November 13, 2012

Mr. Robert Harris
Dee Brown, Inc.
4101 S. Shiloh Road
Garland, TX 75041

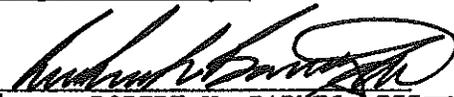
RE: Bid #1210-082 Holiday Light Mounting City Hall

Dear Mr. Harris:

The City of Frisco has awarded the Holiday Light Mounting/City Hall bid to your firm. It is understood all terms, conditions and prices will be held firm as per your response to the bid. This is an annual contract with four optional renewals. Prices are to be held firm for the life of the contract.

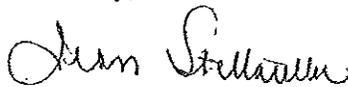
Purchase Order #1300687 in the amount of \$31,450.00 was issued for the 2012 Holiday Light Mounting job. Please note the Purchase Order number on the invoice and email it to accountspayable@friscotexas.gov

Please acknowledge receipt of this memo by signing below and email it back to me at jstellatella@friscotexas.gov.


Name ROBERT V. BARNES, III Date 11/19/2012
PRESIDENT/COO

If you have any questions, please contact me on (972) 292-5541.

Sincerely,


Jean Stellatella, CPIM, CPPB
Buyer

xc: Gerry Burns, Facilities Division



ORIGINAL

Purchase Order

Fiscal Year 2013

Page 1 of 2

Revisions 000

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **01300687**

Delivery must be made within doors of specified destination.

BILL TO

City of Frisco
 ACCOUNTS PAYABLE
 6101 FRISCO SQUARE BLVD.
 FRISCO, TX 75034

BUILDING SERVICES

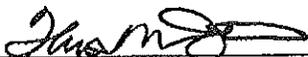
100680
 DEE BROWN INC
 PO BOX 570335
 DALLAS, TX 75357

BUILDING SERVICES

BUILDING SERVICES
 6101 FRISCO SQUARE BLVD
 1ST FLOOR
 FRISCO, TX 75034

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
214-321-6443		214-328-1039		60794		GBURNS	
Date Ordered	Vendor Number	Date Required	Freight Terms		Department/Location		
11/08/2012	100680		FOB DESTINATION		BUILDING SERVICES		
Item#	Description/Part No.			Qty	UOM	Unit Price	Total
1	PO Requisitioner Name: GERRY BURNS WIRING AND OTHER ELECTRICAL MAINTENANCE AND REPAIR SERVICES: ANNUAL MOUNTING AND DISMOUNTING OF HOLIDAY LIGHTS ON CITY HALL/LIBRARY.			1.0	EACH	\$31,450.00	\$31,450.00

IMPORTANT: Read Terms & Conditions provided as part of this purchase order.


 Purchasing Manager

VENDOR COPY

Purchase Order Total
\$31,450.00

Frisco, TX

Conditions Governing this Purchase Order

- 1) If a bid number is referenced on this Purchase Order, all terms conditions and specifications associated with that bid number apply.
- 2) Invoices must be submitted to:
City of Frisco
Accounts Payable
6101 Frisco Square Blvd.
Frisco, TX 75034
- 3) No changes may be made to this order unless first approved by City Purchasing Manager.
- 4) The place of delivery shall be that set forth on the Purchase Order. The terms of this agreement are "no arrival, no sale".
- 5) The title and risk of loss of goods shall not pass to the City of Frisco (City) until the City actually receives, accepts and takes possession of the goods at the place of delivery, (FOB Destination).
- 6) Materials must be adequately packaged to insure against damage in transit and all packaging must be clearly marked with the PO number and ordering department name. Damaged materials will not be accepted by the City.
- 7) Inspection of delivery will be made at the delivery point unless otherwise specified. Damaged or defective materials will not be accepted by the City and will be returned to the vendor at the vendor's risk and expense.
- 8) The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
- 9) All containers, packaging, reels, etc. are to remain the property of the City, unless otherwise specified.
- 10) Payment terms of the City are Net 30 unless otherwise specified on the PO. The City does take advantage of cash or quick payment discounts, if offered by the vendor. The vendor should reflect such terms on the invoice.
- 11) The City is exempt from Federal Excise and State Sales Taxes. Tax must not be included on any invoice. Tax exemption certificates will be executed by the City and furnished upon request.
- 12) ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
- 13) DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth on the Purchase Order. The terms of this agreement are "no arrival, no sale".
- 14) FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
- 15) TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
- 16) REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.