

**Bid Tabulation Packet  
for  
Solicitation 21-37**

**Street Light Assemblies**

**Bid Designation: Regional**



**Town of Addison**

**Bid #21-37 - Street Light Assemblies**Creation Date **Dec 1, 2020**End Date **Jan 21, 2021 2:00:00 PM CST**Start Date **Jan 6, 2021 11:17:34 AM CST**Awarded Date **Not Yet Awarded**

21-37-01-01 Radius Light Street Poles, 40 Feet					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Moreno Supply, Inc.	First Offer - \$10,400.00	8 / each	\$83,200.00		
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 21-37-01-01 <b>Supplier Notes:</b> Sheridan poles			
Technology International, Inc.	First Offer - \$10,780.00	8 / each	\$86,240.00	Y	
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			

21-37-01-02 Base Covers					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Technology International, Inc.	First Offer - \$0.00	8 / each	\$0.00	Y	
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> base covers included in line item 1			
Moreno Supply, Inc.	First Offer - \$12.50	8 / each	\$100.00		
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 21-37-01-02 <b>Supplier Notes:</b> base covers			



21-37-01-03 Luminaires					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Technology International, Inc.	First Offer - \$0.00	16 / each	\$0.00		
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> no quote			
Moreno Supply, Inc.	First Offer - \$1,580.00	16 / each	\$25,280.00		
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 21-37-01-03 <b>Supplier Notes:</b> luminaires			

21-37-01-04 Pulse Start Lamps					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Technology International, Inc.	First Offer - \$0.00	16 / each	\$0.00		
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> no quote			
Moreno Supply, Inc.	First Offer - \$6.25	16 / each	\$100.00		
<b>Product Code:</b>		<b>Supplier Product Code:</b> 21-37-01-04			

<b>Agency Notes:</b>	<b>Supplier Notes:</b> pulse start lamps
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21-37-01-05 Break Away Support Systems					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Technology International, Inc.	First Offer - \$0.00	8 / package	\$0.00		
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> no quote			
Moreno Supply, Inc.	First Offer - \$6.25	8 / package	\$50.00		
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 21-37-01-05 <b>Supplier Notes:</b> breakaway bolts			

**Supplier Totals**

<b>f Technology International, Inc.</b>		<b>\$86,240.00 (5/5 items)</b>
Bid Contact <b>Shaji Habib</b> <b>tii@tii-usa.com</b> <b>Ph 407-359-2373</b> <b>Fax 407-329-2372</b>	Address <b>1349 S. International Parkway,</b> <b>Suite 2411</b> <b>Lake Mary, FL 32746</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	<b>Head Attch:</b> 
<b>f Moreno Supply, Inc.</b>		<b>\$108,730.00 (5/5 items)</b>
Bid Contact <b>Ellen Moreno</b> <b>ralphellenmoreno@msn.com</b> <b>Ph 972-233-4429</b> <b>Fax 972-233-4906</b>	Address <b>4140 Billy Mitchell Dr.</b> <b>Addison, TX 75001</b>	
Bid Notes <b>the luminaire fixtures are also available at 1750.00/e if needed in led</b>		
<b>Agency Notes:</b>	<b>Supplier Notes:</b> the luminaire fixtures are also available at 1750.00/e if needed in led	<b>Head Attch:</b> 

\*\*

## Technology International, Inc.

Bid Contact **Shaji Habib**  
**tii@tii-usa.com**  
**Ph 407-359-2373**  
**Fax 407-329-2372**

Address **1349 S. International Parkway, Suite  
 2411  
 Lake Mary, FL 32746**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
21-37--01-01	Radius Light Street Poles, 40 Feet	<b>Supplier Product Code:</b>	<b>First Offer - \$10,780.00</b>	8 / each	<b>\$86,240.00</b> Y
21-37--01-02	Base Covers	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> base covers included in line item 1	<b>First Offer - \$0.00</b>	8 / each	<b>\$0.00</b> Y
21-37--01-03	Luminaires	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> no quote	<b>First Offer - \$0.00</b>	16 / each	<b>\$0.00</b>
21-37--01-04	Pulse Start Lamps	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> no quote	<b>First Offer - \$0.00</b>	16 / each	<b>\$0.00</b>
21-37--01-05	Break Away Support Systems	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> no quote	<b>First Offer - \$0.00</b>	8 / package	<b>\$0.00</b>
<b>Supplier Total</b>					<b>\$86,240.00</b>

**Technology International, Inc.**

Item: **Radius Light Street Poles, 40 Feet**

**Attachments**

TII-TX-0121-16569-Street Light Assemblies-Online-01-21-21.pdf

Data Sheets.pdf



**Technology International, Inc.**  
 1349 South International Pkwy, Suite 2411  
 Lake Mary, FL 32746  
 Tel: (407) 359-2373  
 Fax: (407) 359-2372  
 E-mail: [tii@tii-usa.com](mailto:tii@tii-usa.com)  
 Website: [www.tii-usa.com](http://www.tii-usa.com)

## Equipment Proposal

**Description:** Street Light Assemblies

**Bid #:** 21-37

**Agency:** Town of Addison, TX

**TII Ref:** TII/TX/0121/16569

**Date:** 01/20/2021

In response to your quote request for Street Light Assemblies, Technology International, Inc. is pleased to submit the following for consideration:

ITEM NO.	QTY	DESCRIPTION/ MODEL NO.	UNIT PRICE	EXTD. PRICE
1	8	Sheridan Part # CSP39-RTC-40-BAB-SW 42' Curved Round Tapered Steel Pole with Twin Arm, Breakaway Couplings, Base Cover, Anchor Bolts, Powder Coated Custom Silver; Light Fixtures by Others Per submittal PD113292.2 (attached)	\$10,780.00	\$10,780.00
2	8	Base Covers	Included	Included
3	16	No Quote		
4	16	No Quote		
5	8	No Quote		
See attached data sheets				
<b>Total.....</b>			<b><u>\$10,780.00</u></b>	

**Warranty:** Manufacturer's standard warranty applies.

**Delivery:**

- Estimated delivery is **20 Weeks** after receipt of order and approved submittal.
- Please note, due to COVID-19 there may be unanticipated disruptions and delays in the supply chains globally, for parts, components, equipment and internal manufacturing services such as engineering, production allocation, and logistics. This may result in manufacturing & delivery delays out of our control. We will do our best to communicate all such impacts and reduce the effects of any such delays.
- All delivery dates quoted are subject to manufacturer's confirmation at time of order.
- Submittal data will be provided for approval after receipt of order (if applicable)
- Customer to provide equipment and personnel to unload
- TII will provide MSO at time of payment confirmation. Customer is responsible for all titling and registration of trailer (If Applicable)

**Freight:** Included to Addison, TX 75001.

**Payment Terms:** NET 30

**Prompt Payment discount:** 1/4 % 10 days

**Quote Validity:** 90 days.

**\*\*\* Notes:**

- Quoted price is not available on a line item basis. This is an offer for a lump sum contract.

**Technology International, Inc. Corporate data:**

We are a small business and our Tax Payer Identification Number (TIN): 650342335. The price quoted does not include any sales, excise or similar taxes.

We trust that this proposal will meet your requirements and we look forward to hearing from you.

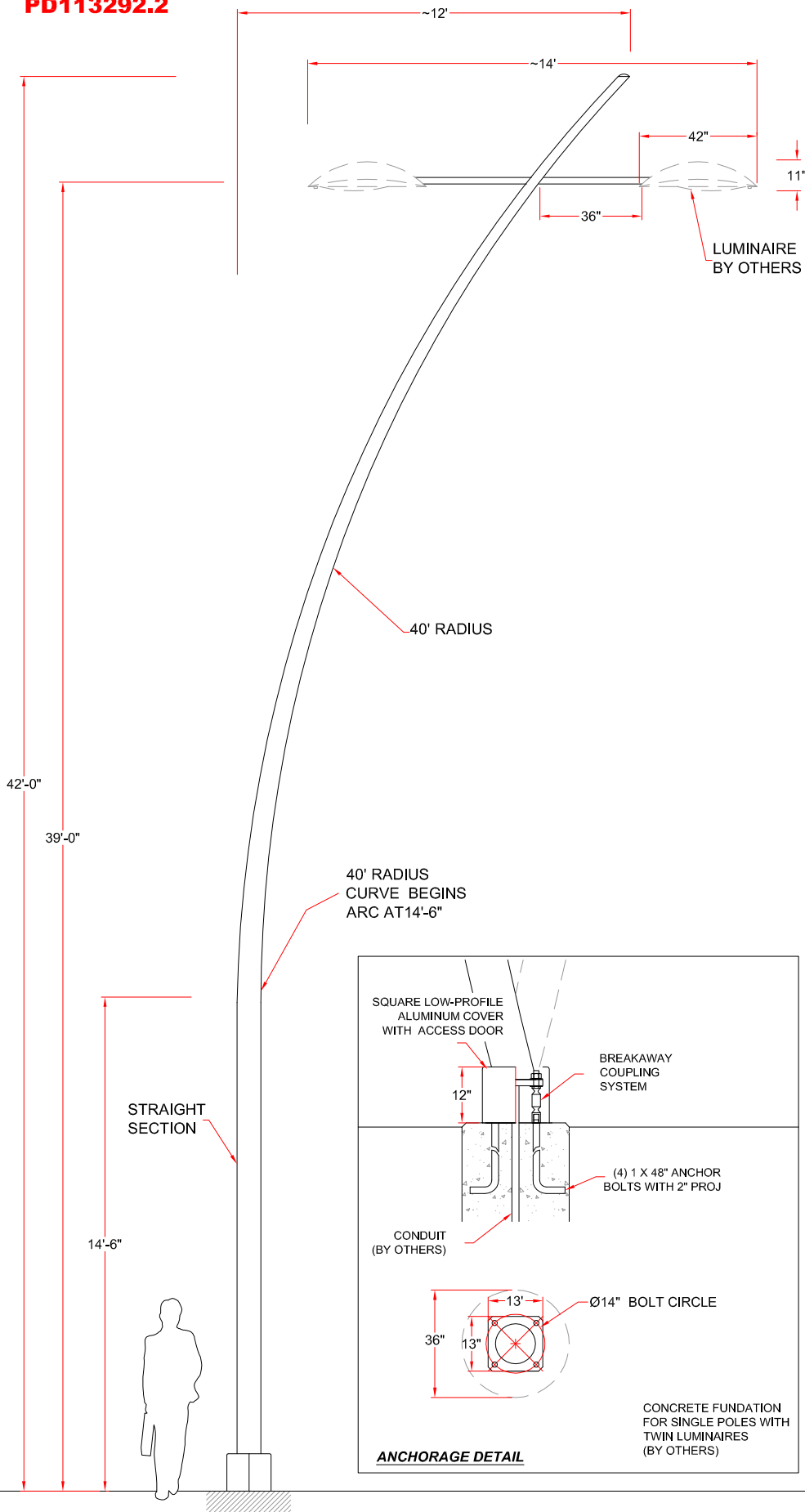
If you have any questions or need more information, please contact us by phone at 407-359-2373, fax at 407-359-2372 or email us at [tii@tii-usa.com](mailto:tii@tii-usa.com)

Respectfully submitted,



Rifat Habib  
Business Development Exec.  
Technology International, Inc.

**PD113292.2**



**BELTLINE ROAD MEDIAN**

**Light fixture:** by others

**Pole:** 7 ga steel, curved, tapering from 9.5" at the bottom to 3.5" at the top, welded to a 1" thick base plate. Pole is rated for 90 mph + 30% gust factor.

**EPA @ 90 mph:** 9.2 sqf

**Arm:** 2" steel pipe welded to the pole

**Base cover:** two-piece cast aluminum attached to pole with tamper resistant s/s hardware

**Hand hole:** 2-1/2" x 5" opening with a 3-1/2" x 6" steel door tethered to the pole with s/s cable

**Anchor bolts:** four 48"L x 1"O.D. galvanized 55ksi min. yield bolts with 4" hook and projection, with two nuts and two washers each and steel template to install bolts on 14" bolt circle.

**All exposed hardware:** stainless steel

**Finish:** smooth semi-gloss TGIC polyester powder coat over galvanized

**Color:** custom as per specifications: Sherwin Williams B65W00651.

**Date:**  
Jun. 2, 2011

**Model:**  
CSP39-RTC-40-BAB-SW





**Technology International, Inc.**

Item: **Base Covers**

**Attachments**

Edited \_ Information\_and\_Instruction\_Form.pdf

Edited \_ Information\_and\_Instruction\_Form.pdf

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Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

Section I Company Profile

Name of Business: [Technology International, Inc.](#)

Business Address: [1349 South International Pkwy, Suite 2411, Lake Mary, Florida 32746](#)

Contact Name:

Phone#: [407-359-2373](#)

Fax#: [407-359-2372](#)

Email: [tii@tii-usa.com](mailto:tii@tii-usa.com)

Name(s) Title of Authorized Company Officers:

Federal ID #: [650342335](#) W-9 Form: A W-9 form will be required from the successful bidder.

DUN #: [877177162](#)

Remit Address: If different than your physical address:

Section II Instructions to Bidders

**Electronic Bids:** The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

**Contractor/Supplier Responsibility:** It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be

notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Dallas, TX 75254

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of 90 Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmbl/cmblhub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number \_\_\_\_\_ and expire date \_\_\_\_\_.

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this

contract, if awarded under the same Terms and Conditions?  Yes  No

Bid Bond: Is Bid Bond attached if applicable? Yes  No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date: *Rifat Habib* 1/21/21

Title: Business Development Executive

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17

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Information and Instruction Form

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Contact Name: Shaji Habib

Phone#: [407-359-2373](#)

Fax#: [407-359-2372](#)

Email: [tii@tii-usa.com](mailto:tii@tii-usa.com)

Name(s) Title of Authorized Company Officers: Sales Manager

Federal ID #: [650342335](#) W-9 Form: A W-9 form will be required from the successful bidder.

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contract, if awarded under the same Terms and Conditions?  Yes  No

Bid Bond: Is Bid Bond attached if applicable? Yes  No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date: *Rifat Habib* 1/21/21

Title: Business Development Executive

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17

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## Moreno Supply, Inc.

Bid Contact **Ellen Moreno**  
**ralphellenmoreno@msn.com**  
**Ph 972-233-4429**  
**Fax 972-233-4906**

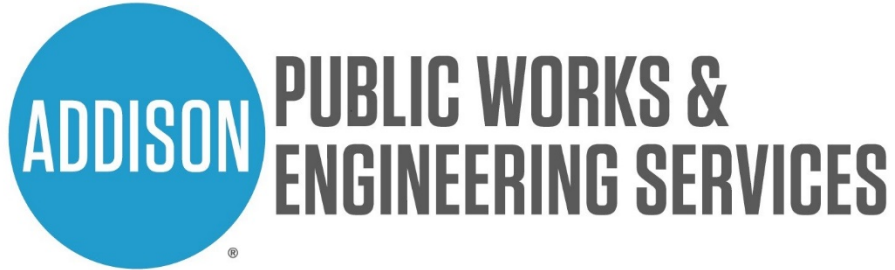
Address **4140 Billy Mitchell Dr.**  
**Addison, TX 75001**

Bid Notes **the luminaire fixtures are also available at 1750.00/e if needed in led**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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21-37--01-05	Break Away Support Systems	<b>Supplier Product Code:</b> 21-37-01-05  <b>Supplier Notes:</b> breakaway bolts	<b>First Offer - \$6.25</b>	8 / package	<b>\$50.00</b>

Supplier Total **\$108,730.00**





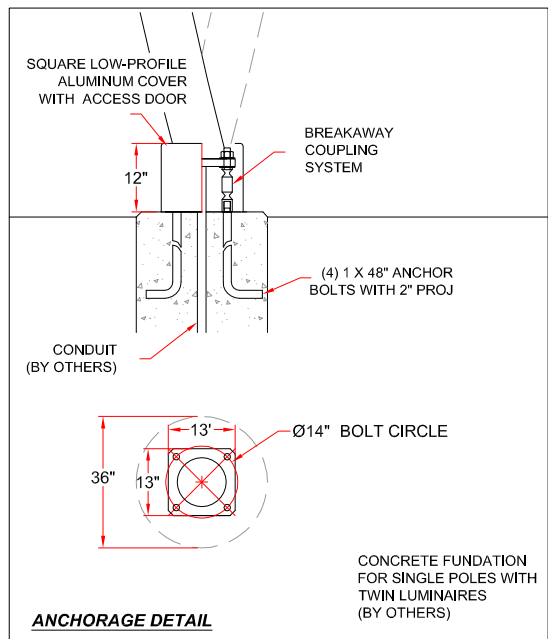
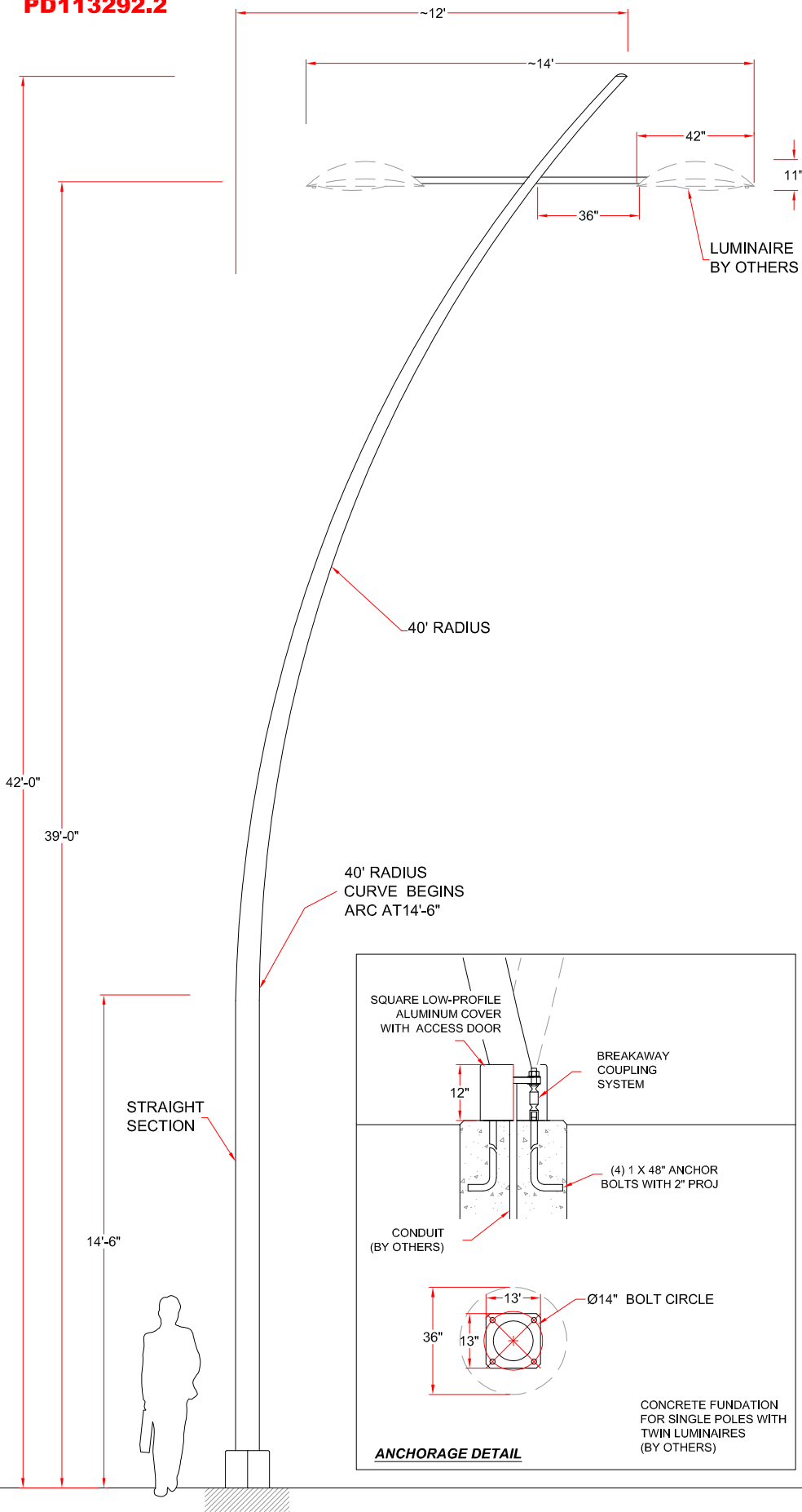
## **Replacement Street Lighting Assemblies**

**Description:** This bid is to purchase eight 40' radius street light poles, eight base covers, sixteen luminaires, and sixteen pulse start lamps. All hardware is to be included.

**Materials:** The lighting assemblies will be of same manufacture as in the details sheets attached. All poles will be individually wrapped for protection from damage. The color of the lighting assemblies shall be approved by the Town prior to the powder coating process.

**Delivery:** Delivery will only be accepted on Mondays – Thursdays only between the hours of 8:00 am and 2:00 pm. The Town will be notified 48 hours in advance of the delivery being made. Contact information will be provided to the lowest most responsible bidder.

PD113292.2



**BELTLINE ROAD MEDIAN**

**Light fixture:** by others

**Pole:** 7 ga steel, curved, tapering from 9.5" at the bottom to 3.5" at the top, welded to a 1" thick base plate. Pole is rated for 90 mph + 30% gust factor.

**EPA @ 90 mph:** 9.2 sqf

**Arm:** 2" steel pipe welded to the pole

**Base cover:** two-piece cast aluminum attached to pole with tamper resistant s/s hardware

**Hand hole:** 2-1/2" x 5" opening with a 3-1/2" x 6" steel door tethered to the pole with s/s cable

**Anchor bolts:** four 48"L x 1"O.D. galvanized 55ksi min. yield bolts with 4" hook and projection, with two nuts and two washers each and steel template to install bolts on 14" bolt circle.

**All exposed hardware:** stainless steel

**Finish:** smooth semi-gloss TGIC polyester powder coat over galvanized

**Color:** custom as per specifications: Sherwin Williams B65W00651.

**Date:**  
Jun. 2, 2011

**Model:**  
CSP39-RTC-40-BAB-SW



Sheridan Lighting Systems, Inc.  
4-2525 Dunwin Dr  
Mississauga, ON L5L 1R9

T 905-369-0101 F 905-369-0102  
sales@sherdansys.com www.sherdansys.com

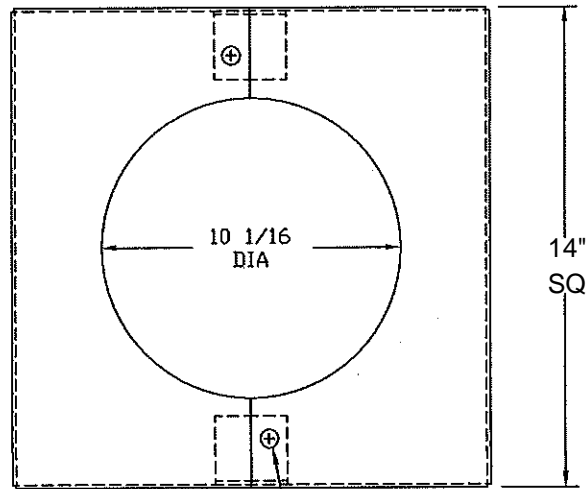
## Pole Color

*IFS COATINGS, INC.*

Product # SRSL 90259

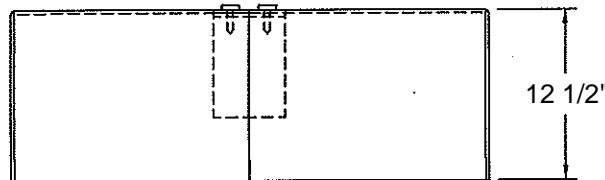
Batch # C11341

Desc: Kim Platinum Silver



(2) 560A317-1 BASE COVER  
 HALF (CUT FROM 560B265-2  
 BASE COVER HALF WELDMENT)

(2) #10 X 1/2 LG TYPE B PH  
 PAN HD SELF TAPPING SCREW  
 (18-8 SS)



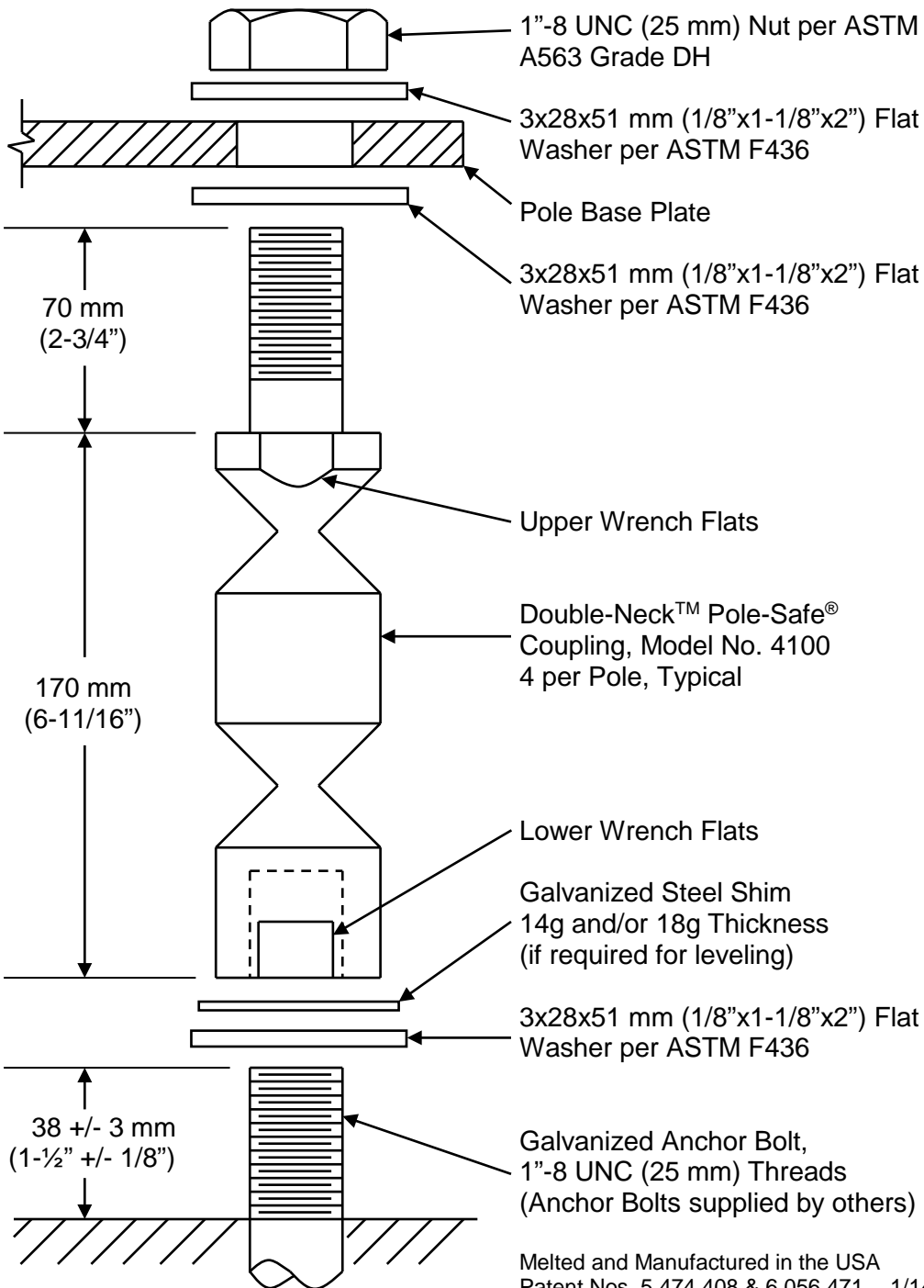
NOTE:

1. MATERIAL- LOW CARBON STEEL 50,000 PSI  
 MIN YIELD PER ASTM A1011 (A606 IF SELF  
 WEATHERING)
2. THE (2) 560A317-1 BASE COVER HALF AND  
 (2) #10 X 1/2 LG TYPE B PH PAN HD SELF  
 TAPPING SCREW (18-8 SS) ARE SHIPPED  
 UNASSEMBLED
3. FINISH- TO MATCH POLE

560A317	5	BASE COVER (9.85 RD)
PART NO	QTY	DESCRIPTION

MMC SO# 58572

DWN: PAUL F.	BASE COVER (9.85 RD POLE)	
DATE: 10-20-08	FOR 13" SQ BASE WITH 1" OR 1 1/4 ANCHOR BOLTS	
CHK: FLOYD F.	<b>Millerbernd</b> MANUFACTURING CO. WINSTED, MN	560A317
SCALE: NTS		



Melted and Manufactured in the USA  
Patent Nos. 5,474,408 & 6,056,471 1/14

## SPECIFICATIONS

### Performance Criteria:

1. Double-Neck™ Pole-Safe® conforms to AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals."
2. Double-Neck™ Pole-Safe® has been crash-tested and FHWA approved in accordance with the requirements of NCHRP Report 350, "Recommended Procedures for the Safety Performance Evaluation of Highway Features."
3. Maximum Allowable Pole Mass = 450 kg (992 lb.) (total, including fixtures).

### Physical Properties per Coupling:

1. Ultimate Tensile Strength = 221.5 kN (49.8 kips), minimum.
2. Tensile Yield Strength = 192.0 kN (43.2 kips), minimum.
3. Ultimate Restrained Shear Strength = 16.9 kN (3.8 kips), minimum.
4. Ultimate Restrained Shear Strength = 24.4 kN (5.5 kips), maximum.

### Corrosion Protection:

1. All Double-Neck™ Pole-Safe® couplings, nuts, bolts, and washers are galvanized after fabrication in accordance with ASTM A153. All leveling shims are galvanized after fabrication in accordance with ASTM A653.

## Pole-Safe® Model No. 4100 Breakaway Support System for Light Poles



20 Jones Street  
New Rochelle, NY 10801  
914-636-1000  
[www.transpo.com](http://www.transpo.com)



## Pole-Safe® Model No. 4100 Breakaway Support System for Light Poles

### INSTALLATION INSTRUCTIONS

**NOTE:** Proper Installation is essential for the Pole-Safe Breakaway Support System to function correctly as designed.

1. Surface of foundation around anchor bolts must be smooth, flat and free of debris.
2. Existing anchor bolts MUST be sized to the proper projection height as shown on the reverse side of these instructions. Then, anchor bolts shall be cleaned, and if necessary, coated with cold galvanizing material prior to installing Pole-Safe couplings.
3. Install lower flat washers, and thread Pole-Safe couplings on to anchor bolts.
4. If needed, shims are provided for leveling of the pole base plate, and may be installed at the base of the coupling(s). No more than 2 shims shall be installed on any one coupling. For larger adjustments that may be required, install no more than one additional flat washer under the base plate, on the top shank of the coupling(s).
5. Use lower wrench flats to tighten Pole-Safe couplings on to the anchor bolts. Secure couplings as tight as possible using conventional wrenches. Do not use a pipe wrench. Couplings must be seated squarely on the washers, and washers must be seated uniformly on top of the foundation. If necessary, remove coupling and reduce the anchor bolt projection height to allow proper seating of the couplings.
6. Install a flat washer on top of each Pole-Safe coupling, and set the pole with base plate on top of the couplings.
7. Install a flat washer and nut on to each Pole-Safe coupling extended through the pole base plate. If pole is not plumb, install shims and/or washers for proper leveling as described in Step 4 above.
8. Tighten each nut on to pole base plate. Pole-Safe couplings must be held with an additional wrench on the upper wrench flats to prevent an induced torque stress across the necked portion of the couplings. Nuts shall be tightened using the turn-of-nut method in accordance with American Institute of Steel Construction (AISC) procedures (for ASTM A325 and A490 anchor bolts, 1/3 rotation past "snug tight").

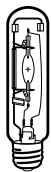
Transpo Industries, Inc., 20 Jones Street, New Rochelle, NY 10801-6098  
Phone: 914-636-1000 Fax: 914-636-1282  
[www.transpo.com](http://www.transpo.com)



Horizontal  
Pulse Start



T15



Dia. = 2.0" (52mm)  
MOL = 8.3" (211mm)  
LCL = 5.0" (127mm)  
Base = Mogul (E39)

**(800) 451-2606**  
**or (440) 248-3510**

Fax: (800) 451-2605  
7905 Cochran Road  
Glenwillow, Ohio 44139 USA  
E-mail: [venture@adlt.com](mailto:venture@adlt.com)  
**VentureLighting.com**

## MS 350W/H75/T15/S/PS/740

### GENERAL Characteristics

Lamp Type	MH Pulse Start Single Ended
ANSI Code	M131/E
Bulb Shape	T15
Base Type	Mogul (E39)
Bulb Finish	Clear
Rated Life	26000 hours
Operating Position	Horizontal $\pm 75^\circ$
Dimming	50% Rated Power

### PHOTOMETRIC

Initial Lumens	33000
Scotopic Lumens (S/P 1.7)	56000
Lumens Per Watt	94
Lamp Lumen Depreciation (LLD)	.80 (80%) @ 8000 hours
Correlated Color Temperature	4000K
Chromaticity Coordinates (CIE-x,y)	.385 .390
Color Rendering Index (CRI)	68

### PHYSICAL

Bulb Diameter	2.0" (52mm)
Max. Overall Length (MOL)	8.3" (211mm)
Light Center Length (LCL)	5.0" (127mm)
Effective Arc Length	38.4mm
Max. Base Temperature ( $^\circ\text{C}$ )	210
Max. Bulb Temperature ( $^\circ\text{C}$ )	500
Socket Pulse Rating (KV)	4
Luminaire Type	Enclosed Rated

### ELECTRICAL

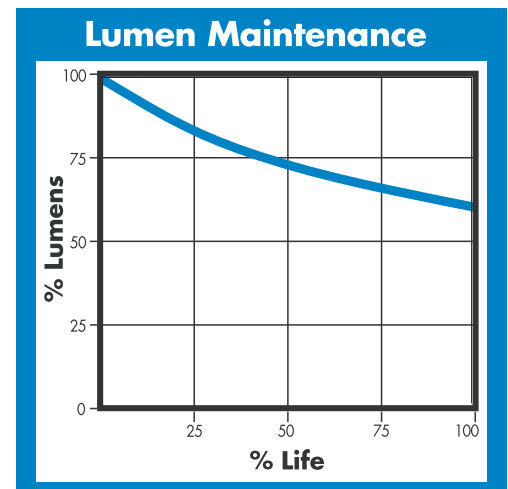
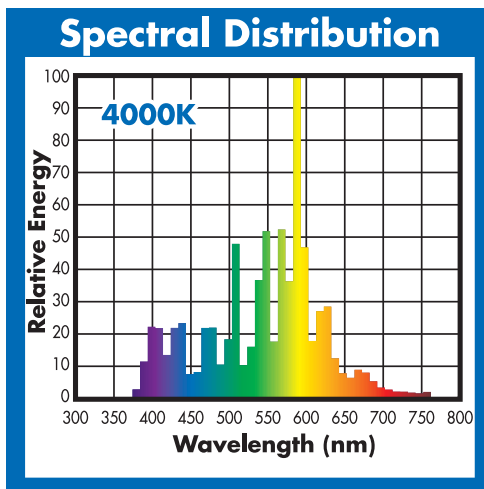
Lamp Watts	350
Lamp Oper. Voltage (Nom.)	135

### SUSTAINABILITY

Recycling Program	Smartpac® 800-451-2606
Picograms Hg per Mean Lumen Hour	41
MR-Credit 4 Reduced Mercury in Lamps	1 LEED point
EISA 2007 Compliant	Yes

### NOTES

Lamp performance ratings published in this data sheet are based on operation with magnetic ballasts. Performance of position-rated lamps outside of their tolerances will result in poor performance. Minimum Starting Temperature:  $-40^\circ\text{C}/^\circ\text{F}$ . To calculate nighttime Scotopic lumens, multiply the lumen rating by the S/P ratio. \*\*LEED V3, MR CREDIT 4: Sustainable Purchasing - Reduced Mercury in Lamps is awarded 1 point for projects which at least 90% of all mercury-containing lamps purchased during the performance period comply and meet the target for mercury content of 90 picograms per lumen-hour or less.



THIS LAMP CONFORMS TO FEDERAL STANDARD 21 CFR 1040.30

**Warning:** This lamp can cause skin burn and eye inflammation from shortwave ultraviolet radiation if outer envelope of the lamp is broken or punctured. Do not use where people will remain for more than a few minutes unless adequate shielding or other safety precautions are used. Lamps that will automatically extinguish when outer envelope is broken or punctured are commercially available.

This Product is Recyclable Through Smartpac  
THE RECYCLING EXPERT



# CAPELLA

SERIES

Product Overview and Technical information >>



>>  
LUMINAIRE > CPLM-TH3F  
POLE > ATR85C2



Some luminaires of this series are IDA (International Dark-Sky Association) approved.



CPLM



CPLS

# CAPELLA

## SERIES

**Inspired by movement** / Inspired by the splendor of movement, the Capella is one of the most adaptable luminaires on the market. With its graceful curves and sweeping lines it contributes to the beautification of any environment and enhances the visual impact of any project. >>





>>  
LUMINAIRE > CPLM-TH3F  
POLE > ATR85C2

## ADAPTABILITY

**The Capella comes in two sizes to maximize its potential and appeal.** The smaller version is perfect for lighting alleyways, pathways, sidewalks and small roadways while the larger version is ideal for city streets and boulevards. The two complement each other and can be used in tandem to add a measure of grace and fluidity to any area, big or small.

## PERFORMANCE

**Photometric performance at its finest. With the Capella you get exceptional light distribution and spread as well as efficiency and durability.** Full cut-off optics protect the night sky, energy efficiency protects the environment, and high-quality aluminum construction protects Capella's beauty for years to come. Durable, reliable, with easy toolfree maintenance, the Capella is as tough and practical as it is beautiful. >>

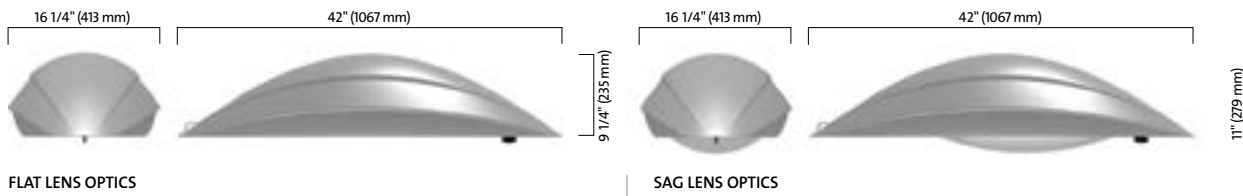


# BENEFITS

- Pure lines with high visual appeal.
- Exceptional durability and reliability.
- Simple, toolfree maintenance.
- Superior photometric performance.
- Respectful of the environment and the night sky.

# LUMINAIRES

Conform to the **UL 1598** and **CSA C22.2 No. 250.0-08** standards



FLAT LENS OPTICS

SAG LENS OPTICS

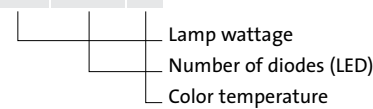
## CPLM

EPA: 0,83 sq. ft.  
Weight: 55 lbs (25 kg)



# LAMPS / LED

LAMP CODE DEFINITION / **40W 49LED 4K**



LED = Philips Lumileds Rebel ES, CRI = 70, CCT = 4000K (+/- 350K)

LED rated life = 100,000 hrs<sup>1</sup> - Driver rated life = 50,000 hrs

LUMINAIRE	LAMP	TYPICAL DELIVERED LUMENS <sup>2</sup>		TYPICAL LAMP WATTAGE (W)	TYPICAL SYSTEM WATTAGE <sup>3</sup> (W)	TYPICAL CURRENT @ 120 V (A)	TYPICAL CURRENT @ 240 V (A)	TYPICAL CURRENT @ 277 V (A)	LED CURRENT (mA)	HPS EQUIVALENT <sup>4</sup>	LUMINAIRE EFFICACY RATING (LM/W)	
		FLAT LENS	SAG LENS								FLAT LENS	SAG LENS
CPLM	40W49LED4K-ES	4025	4070	42	47	0.39	0.20	0.17	285	100 W	86	87
	65W49LED4K-ES	5385	5440	65	72	0.60	0.30	0.26	428	100 W	75	76
	90W49LED4K-ES	6450	6515	90	102	0.85	0.43	0.37	571	150 W	63	64

<sup>1</sup> L70 = 100,000 hrs (at ambient temperature = 25°C and forward current = 700 mA).

<sup>2</sup> May vary depending on the optical distribution used.

<sup>3</sup> System wattage includes the lamp and the LED driver.

<sup>4</sup> Compared to Capella (equivalence should always be confirmed by a photometric layout).

WATTAGE	LE2F / LE2S LE3F / LE3S LE4F / LE4S LE5F / LE5S
40W49LED4K-ES	✓
65W49LED4K-ES	✓
90W49LED4K-ES	✓

✓ : Available    N/A: Not available

# VOLTAGE

120 / 208 / 240 / 277 / 347<sup>1</sup> / 480<sup>1</sup>

<sup>1</sup> Comes with a step-down transformer with 40W49LED4K-ES and 65W49LED4K-ES.

# OPTICAL SYSTEMS / LED



## Flat lens

IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass flat lens permanently sealed onto the lower part of the heat sink.

- LE2F: Asymmetrical
  - LE3F: Asymmetrical
  - LE4F: Asymmetrical
  - LE5F: Symmetrical (square)
- > House shield available in option (HS)



## Sag lens

IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass sag lens permanently sealed onto the lower part of the heat sink.

- LE2S: Asymmetrical
  - LE3S: Asymmetrical
  - LE4S: Asymmetrical
  - LE5S: Symmetrical (square)
- > House shield available in option (HS)

\* Photometry available on Philips Lumec web site [www.philips.com/lumec](http://www.philips.com/lumec).

# LAMPS / HID

WATTAGE	TH2 / TH3	TH2F / TH3F
50 MH, medium	✓	✓
70 MH, medium	✓	✓
100 MH, medium	✓	✓
150 MH, medium	✓	✓
200 MH, mogul	✓ <sup>3</sup>	✓ <sup>3</sup>
320 MH, mogul	✓	✓ <sup>2</sup>
175 PSMH, mogul	✓	N/A
250 PSMH, mogul	✓	✓ <sup>2</sup>
400 PSMH, mogul	✓	N/A
35 HPS, mogul	✓	✓
50 HPS, mogul	✓	✓ <sup>1</sup>
70 HPS, mogul	✓	✓ <sup>1</sup>
100 HPS, mogul	✓	✓ <sup>1</sup>
150 HPS, mogul	✓	✓ <sup>1</sup>
200 HPS, mogul	✓	✓
250 HPS, mogul	✓	✓
400 HPS, mogul	✓	✓

✓ : Available N/A : Not available

<sup>1</sup> Use only with ED17 medium base lamp.

<sup>2</sup> Use only with short version LCL 5 3/4" of T15 mogul base lamp.

<sup>3</sup> Use only with short version LCL 5" of T15 mogul base lamp.

# OPTICAL SYSTEMS / HID

(Lamps not included)



## FLAT LENS optics

Sealed optical chamber consisting of an hydroformed reflector permanently sealed on a flat tempered-glass lens.

TH2F: Full cut-off (II)  
TH3F: Full cut-off (III)



## SAG LENS optics

Sealed optical chamber consisting of an hydroformed reflector permanently sealed on a sagged tempered-glass lens.

TH2: Cut-off (II)  
TH3: Cut-off (III)

\* Photometry available on Philips Lumec web site [www.philips.com/lumec](http://www.philips.com/lumec).

# VOLTAGE

HID<sup>1</sup> & MASTERCOLOR®: 120 / 208 / 240 / 277 / 347 / 480

COSMOPOLIS™: 120 / 208 / 240 / 277

<sup>1</sup> Multi-top ballast also available.

<sup>1</sup> Only available with 60 CW.

## CosmoPolis™ / new generation of ceramic metal halide lamp

WATTAGE	TH2 / TH3	TH2F / TH3F
60 CW	✓	✓
90 CW	✓	✓

✓ : Available

## MasterColor® / new generation of ceramic metal halide lamp

WATTAGE	TH2 / TH3	TH2F / TH3F
210 MCE	✓	✓

✓ : Available

# LAMPS / QL

WATTAGE	TH	THF
55 QL	✓	✓
85 QL	✓	✓

✓ : Available

High frequency generator for induction lamp (4000K).  
Instant start. Operating range 50-60 Hz or DC.  
Lamp minimum starting temperature -40F (-40 °C).

# OPTICAL SYSTEMS / QL

(Lamps not included)



## FLAT LENS optics

Sealed optical chamber consisting of an hydroformed reflector permanently sealed on a flat tempered-glass lens.

THF: Full cut-off (II)



## SAG LENS optics

Sealed optical chamber consisting of an hydroformed reflector permanently sealed on a sagged tempered-glass lens.

TH: Cut-off (II)

\* Photometry available on Philips Lumec web site [www.philips.com/lumec](http://www.philips.com/lumec).

# VOLTAGE

120 / 208 / 240 / 277

> Multi-top ballast also available.

# LUMINAIRE OPTIONS

**HS** House shield

**PH8** Quarter-turn photoelectric cell

**SAR** Short arm for round pole  
(E.P.A.: 0.25 sq. ft. / Weight: 2.6 lbs (1.2 kg))

# FINISHES

*(Consult Philips Lumec's Color Chart for complete specifications)*

The specially formulated **Lumital** powder coat finish is available in a range of many standard colors.

## ORDERING SAMPLE

PRODUCT	LAMP	OPTICAL SYSTEM	VOLTAGE	OPTIONS	FINISH
CPLM	250 HPS	TH2F	120	HS	NP

## MAINTENANCE



### ACCESS TO INTERNAL COMPONENT

The luminaire opens by simply turning the compression twist lock located underneath the luminaire at the front end. The hood can then be pivoted along a incorporated hinge found at the back of the luminaire. When opened, a safety cord holds in place the bottom part of the luminaire.



### ACCESS TO LAMP

A simple quarter-turn of the sealed shutter provides easy access to the lamp. Quick-disconnect terminals between the lamp and the ballast tray ensure safe and easy lamp replacement.



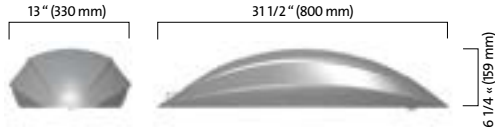
### ACCESS TO BALLAST

The toolfree drop-in unitized ballast tray is slipped into the ballast box. Here again, the use of quick-disconnect terminals ensures safe and easy ballast maintenance.

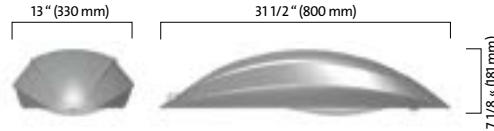


# LUMINAIRES

Conform to the **UL 1598** and **CSA C22.2 No. 250.0-08** standards



FLAT LENS OPTICS



SAG LENS OPTICS

## CPLS

EPA: 0,47 sq. ft.  
Weight: 30 lbs (13.6 kg)

# LAMPS / LED

LAMP CODE DEFINITION / **40W 49LED 4K**

Lamp wattage  
Number of diodes (LED)  
Color temperature

LED = Philips Lumileds Rebel ES, CRI = 70, CCT = 4000K (+/- 350K)

LED rated life = 100,000 hrs<sup>1</sup> - Driver rated life = 50,000 hrs

LUMINAIRE	LAMP	TYPICAL DELIVERED LUMENS <sup>2</sup>		TYPICAL LAMP WATTAGE (W)	TYPICAL SYSTEM WATTAGE <sup>3</sup> (W)	TYPICAL CURRENT @ 120 V (A)	TYPICAL CURRENT @ 240 V (A)	TYPICAL CURRENT @ 277 V (A)	LED CURRENT (mA)	HPS EQUIVALENT <sup>4</sup>	LUMINAIRE EFFICACY RATING (LM/W)	
		FLAT LENS	SAG LENS								FLAT LENS	SAG LENS
CPLS	40W30LED4K-ES	2965	3000	40	45	0.38	0.19	0.16	400	70 W	66	67
	60W30LED4K-ES	4025	4070	60	68	0.57	0.28	0.25	600	100 W	59	60

<sup>1</sup> L70 = 100,000 hrs (at ambient temperature = 25°C and forward current = 700 mA).

<sup>2</sup> May vary depending on the optical distribution used.

<sup>3</sup> System wattage includes the lamp and the LED driver.

<sup>4</sup> Compared to Capella (equivalence should always be confirmed by a photometric layout).

WATTAGE	LE2F / LE2S LE3F / LE3S LE4F / LE4S LE5F / LE5S
40W30LED4K-ES	✓
60W30LED4K-ES	✓

## VOLTAGE

✓ : Available N/A: Not available

120 / 208 / 240 / 277

# OPTICAL SYSTEMS / LED



### Flat lens

IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass flat lens permanently sealed onto the lower part of the heat sink.

LE2F: Asymmetrical  
LE3F: Asymmetrical  
LE4F: Asymmetrical  
LE5F: Symmetrical (square)  
> House shield available in option (HS)



### Sag lens

IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass sag lens permanently sealed onto the lower part of the heat sink.

LE2S: Asymmetrical  
LE3S: Asymmetrical  
LE4S: Asymmetrical  
LE5S: Symmetrical (square)  
> House shield available in option (HS)

\* Photometry available on Philips Lumec web site [www.philips.com/lumec](http://www.philips.com/lumec).

# LAMPS / HID

WATTAGE	2H / 4H	2HF / 4HF
50 MH, medium	✓	✓
70 MH, medium	✓	✓
100 MH, medium	✓	✓
150 MH, medium	✓	✓
175 MH, medium	✓	✓
35 HPS, medium	✓	✓
50 HPS, medium	✓	✓
70 HPS, medium	✓	✓
100 HPS, medium	✓	✓
150 HPS, medium	✓	✓
18 CF	✓	✓
26 CF	✓	✓
32 CF	✓	✓
42 CF	✓	✓

✓ : Available N/A: Not available

> Socket: GX24Q-2 (18W), GX24Q-3 (26W)(32W), GX24Q-4 (42W), triple tube for compact fluorescent (lamp not included).

# OPTICAL SYSTEMS / HID

(Lampes non incluses)



### FLAT LENS optics

Sealed optical chamber consisting of an hydroformed reflector permanently sealed on a flat tempered-glass lens.

2HF: Full cut-off (II)  
4HF: Full cut-off (IV)



### Optique / LENTILLE EN SAILLIE

Bloc optique scellé composé d'un réflecteur hydroformé scellé de façon permanente sur une lentille en saillie en verre trempé.

2H: Défilé (II)  
4H: Défilé (IV)

\* Photometry available on Philips Lumec web site [www.philips.com/lumec](http://www.philips.com/lumec).

## VOLTAGE

HID<sup>1</sup>: 120 / 208 / 240 / 277 / 347 / 480

CosmoPolis™: 120<sup>2</sup> / 208 / 240 / 277

<sup>1</sup> Multi-top ballast also available.

<sup>2</sup> Only available with 60 CW.



## CosmoPolis™ / new generation of ceramic metal halide lamp

WATTAGE	2H / 4H	2HF / 4HF
60 CW	✓	✓
90 CW	✓	✓

✓ : Available

## LUMINAIRE OPTIONS

- HS** House shield  
**PH** Photoelectric cell

## FINISHES

*(Consult Philips Lumec's Color Chart for complete specifications)*

The specially formulated **Lumital** powder coat finish is available in a range of many standard colors.

## ORDERING SAMPLE

PRODUCT	LAMP	OPTICAL SYSTEM	VOLTAGE	OPTIONS	FINISH
CPLS	150 HPS	2HF	120	PH7	NP

## MAINTENANCE



### ACCESS TO INTERNAL COMPONENT

The luminaire opens by simply turning the compression twist lock located underneath the luminaire at the front end. The hood can then be pivoted along a incorporated hinge found at the back of the luminaire. When opened, a safety cord holds in place the bottom part of the luminaire.



### ACCESS TO LAMP

A simple quarter-turn of the sealed shutter provides easy access to the lamp. Quick-disconnect terminals between the lamp and the ballast tray ensure safe and easy lamp replacement.

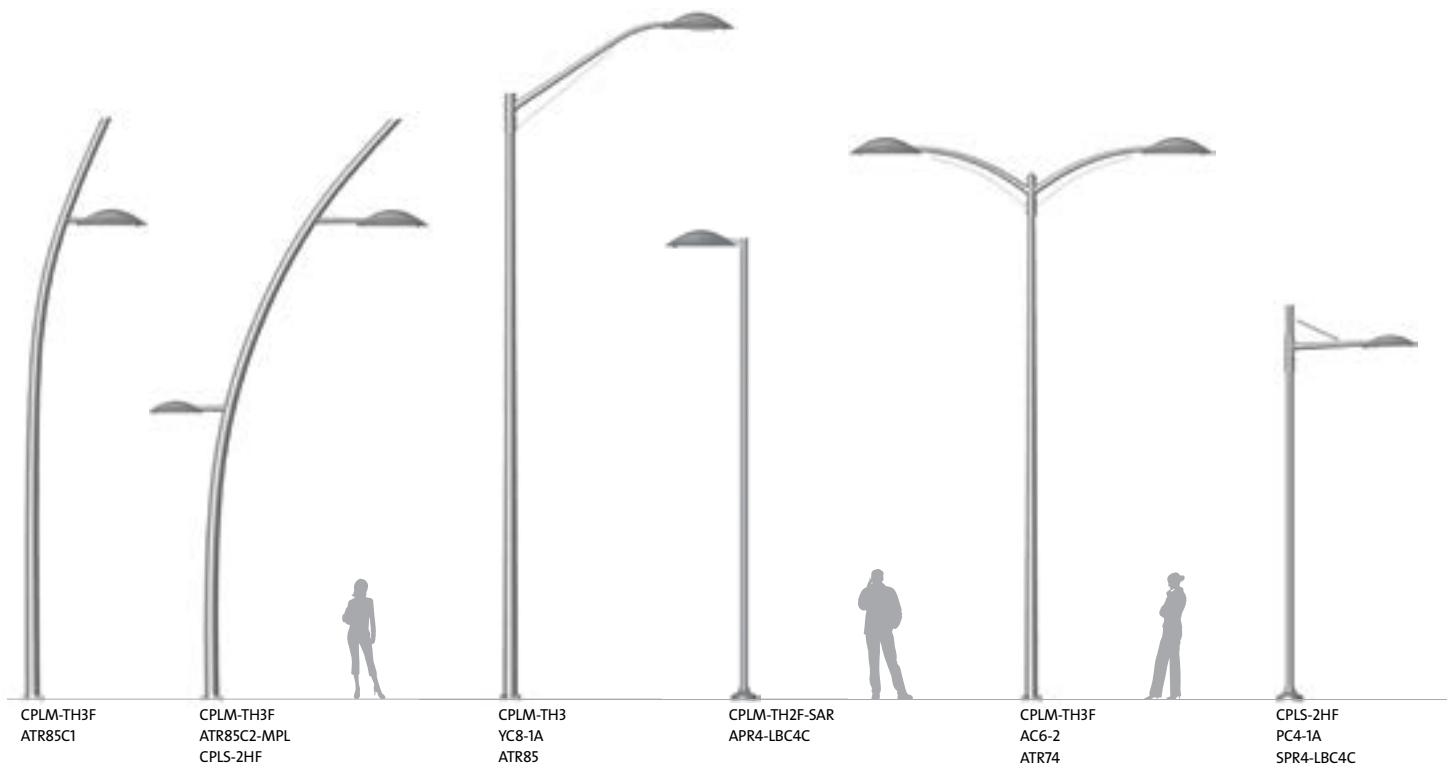


### ACCESS TO BALLAST

The toolfree drop-in unitized ballast tray is slipped into the ballast box. Here again, the use of quick-disconnect terminals ensures safe and easy ballast maintenance.



# ASSEMBLY EXAMPLES





»  
LUMINAIRE > CPLM-TH3F  
POLE > ATR85C2-MF  
MID-POLE LUMINAIRE > CPLS-2HF



**[www.philips.com/lumec](http://www.philips.com/lumec)**

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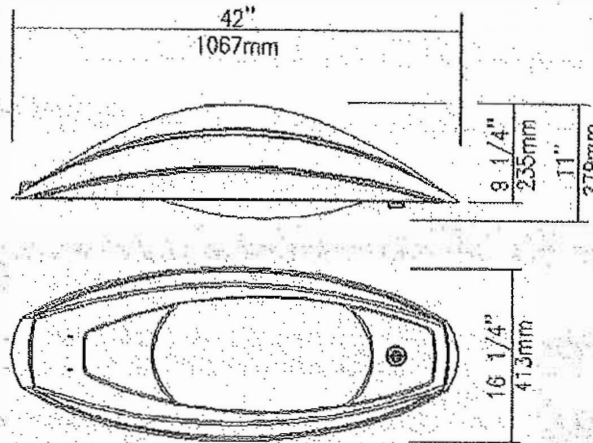


/ Some luminaires use fluorescent or high intensity discharge (HID) lamps that contain small amounts of mercury. Such lamps are labeled "Contains Mercury" and/or with the symbol "Hg." Lamps that contain mercury must be disposed of in accordance with local requirements. Information regarding lamp recycling and disposal can be found at [www.lamprecycle.org](http://www.lamprecycle.org)



The choice to not print paper brochures anymore but to make them available on-line is an example of the positive environmental actions that Philips Lumec has decided to undertake. This not only considerably reduces our paper consumption but also guarantees the exactitude of the information our clients receive.





Qty 16 Luminaire [CPLM-004]-350P SML T15-TH3-240-HE-SC

#### Description of Components:

**Housing:** the upper and lower part of the housing are made of die cast A360 Aluminum alloy 0.180 (4.6mm) minimum thickness. The mounting means includes two brackets made of stamped galvanized-steel (12ga.). Fits on a 1.9" (49mm) to 2 3/8" (60mm) OD by 10 1/2" (267mm) long tenon, fixed by 3/8-16 UNC steel zinc plated bolts. An integral part of the housing permits an adjustment of +/- 5°. The housing is complete with a ground lug and a terminal block that accepts (#8 max.) wires from the primary circuit.

**Access-Mechanism:** Quarter-turn pressure locking system made of die cast aluminum. The mechanism shall offer toolfree access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing.

**Lamp:** (Not included), 350 watt metal halide Pulse Start Type (ANSI Code M131), short version LCL 5 3/4" T15 bulb from Venture reduced outer jacket, mogul base.

**Optical System:** (TH3), I.E.S. type III cut-off (asymmetrical) complete with a sag lens. Smartseal system. System composed of 3 main components:

-**Shutter** made of injection molded A360 aluminum alloy. Removable with a quarter turn, c/w an injection molded silicone gasket (duro 60 shore A). Horizontal lamp position.

-**Multi-faceted reflector** made of hydroformed 3002-0 aluminum alloy chemically brightened and anodized (5 micron min) complete with additional reflectors made of aluminum with 95% reflectivity.

-**Sag Lens** made of clear tempered glass of 0.20" (5mm) thickness, permanently sealed onto the reflector. The Smartseal optical system is rated IP66.

**Bird Guard:** Prevents birds from entering the luminaire. Made of high-density polyethylene 0.030" (0.8mm) thick and captive to the housing.

Miscellaneous

**Description of Components:**

**Wiring:** The connection of the luminaire is done using a terminal block connector 500V, 57A for use with bare son (#8 max.) wires from the primary circuit, located inside the housing.

**Hardware:** All exposed screws shall be stainless steel with Ceramic primer-seal basecoat to reduce seizing of the parts. All seals and sealing devices are made and/or lined with EPDM and/or silicone.

**Finish:** (SC = Sherwin Williams #B65W00651) and in accordance with the AAMA 2604 standard. Application of a polyester power coat paint (4 mils/100 microns). The chemical composition provides a discoloration resistant finish in accordance with the ASTM D 2244 standard, as well as luster retention in keeping with the ASTM D 523 standard and humidity proof in accordance with the ASTM-D2247 standard. The surface treatment achieves a minimum of 3000 hours for salt spray resistant finish in accordance with the tests performed and the ASTM-B117 standard.

**Surface Finish:** *The above mentioned product has been specified in a smooth finish. We wish to inform you that Lumec cannot guarantee a finish without imperfections (e.g. apparent grinding marks and porosity). We strongly recommend the use of a textured finish which provides better uniformity of surface finish. No return of merchandise showing above mentioned imperfection will be granted.*

**Vibration Resistance:** The CPLM meets the ANSI C136.31-2001 table 2, American National Standard for Roadway Luminaire Vibration specifications for Bridge/overpass applications. (Tested for 3G over 100 000 cycles by an independent lab)

**Luminaire:** Ballast conforms to the EISA of 2007 Regulations requirements.

**Street Light Assemblies Bid # Tabulations**

Description	Quantity (EA)	Unit Price	Total
40' Radius Street Light Poles	8		
Street Light Base Covers	8		
Luminaires	16		
Pulse Start Lamps	16		
Break Away Support Systems	8		
<b>BID TOTAL</b>			

**Town of Addison**  
**GENERAL TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor/Seller (hereafter called Seller) agrees the Contract/Purchase Order shall be governed by the following terms and conditions for goods and services.

1. Applicability: These General Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Bid (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Seller. No terms and conditions contained in the Seller's Proposal, Invoice or Statement shall modify the Terms and Conditions. If there is a conflict between the Terms and Conditions and Seller's response to the Town's request for bids or proposals documents (including the provisions of the Seller's form of contract/purchase order), the Terms and Conditions will take precedence and control.
2. Official Solicitation Notification: The Town utilizes the following for official notifications of solicitation opportunities: [www.bidsync.com](http://www.bidsync.com) and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town for notifications of solicitation opportunities. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Seller's responsibility to verify the validity of all solicitation information received from any source other than the Town. There will be NO COST to the Seller for using BidSync to respond to Town of Addison solicitations.
3. Seller to Package Goods: Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided and agreed to in writing by Buyer. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Town's count or weight shall be final and conclusive on shipments not accompanied by packing list. Unless otherwise stated in the Town's solicitation, all goods will be new, not used, rebuilt, reconditioned or recycled, will be in first class condition, and will be in containers suitable for site.
4. Shipment Under Reservation Prohibited: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
5. Title and Risk of Loss: Title and risk of loss of the goods will not pass to the Town until the Town actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.



6. Delivery Terms and Transportation Charges: Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. Town shall have the right to designate what method of transportation shall be used to ship the goods. Town assumes and shall have no liability for goods damaged while in transit and or delivered in a damaged condition or that otherwise don't conform to the Terms and Conditions. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the Town of the same, and the Town may return such damaged or non-conforming goods at Seller's sole cost and expense, including costs and expense for freight, delivery, packaging, and shipping.

7. Right of Inspection and Rejection; Backorders: The Town shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the Town Purchasing Manager, may be cancelled by the Town without liability of any kind whatsoever, and payment will not be made for such cancellations.

8. Acceptance of Incomplete or Non-Conforming Goods: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, Town prefers to accept such goods, Town may do so. Seller shall pay all claims, costs, losses and damages attributable to Town's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, Town may deduct such amounts as are necessary to compensate Town for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to Town by Seller.

9. Substitution: Every delivery of goods by the Seller must comply with all provisions of this bid including the specifications, delivery schedule, quantity and quality, and the Terms and Conditions. Any delivery which does not conform to the Buyer's requirements shall constitute a breach of contract. Seller does not have authorization to make or tender substitute goods unless it is agreed to in writing by the Buyer and signed by an authorized representative of Buyer.

10. Payment:

(a) All proper invoices received by the Town will be paid within thirty (30) days of the Town's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the Town may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the Town, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The Town may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The Town's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the Contract/Purchase Order null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The Town shall provide the Seller written notice of the failure of the Town to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the Contract/Purchase Order, or the reduction of any appropriation to an amount insufficient to permit the Town to pay its obligations under the Contract/Purchase Order.

11. Invoicing: Send ORIGINAL INVOICE to address indicated on the purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

12. Taxes - Exemption: All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be provided by the Town for the successful Seller

13. Warranty - Price:

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the Town may cancel this Contract/Purchase Order without liability to Seller of any kind whatsoever. In addition to any other remedy available, the Town may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

14. Warranty – Title: Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. **Seller shall indemnify and hold the Town harmless from and against all adverse title claims to the goods.**

15. Warranty (goods): If goods are sold and furnished to Seller in connection with these Terms and Conditions, Seller represents and warrants that the goods sold and furnished to the Town will be (i) free from defects in design, manufacture, materials and workmanship, (ii) be of merchantable quality and fit for ordinary use, (iii) be in full conformance with Buyer's specifications, drawings and data, with Seller's samples or models furnished in connection herewith, with Seller's express warranties, and with the terms and conditions of the Town's solicitation, and (iv) conform to all applicable Federal, State, and local laws, ordinances, rules, regulations, codes, and to all applicable standards and industry codes and standards. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to do so shall render this Contract/Purchase Order voidable at the option of the Buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

Unless otherwise specified in a Contract/Purchase Order and approved by the Town in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the Town's option and at no additional cost to the Town. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The Town shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the Town's rights hereunder.

If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by Town, then in addition to any other available remedy, Town may reduce the quantity of goods it may be required to purchase under the Contract/Purchase Order from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to Town upon demand the increased cost, if any, incurred by the Town to procure such goods from another source.

If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to Town. If for any reason the manufacturer's warranty cannot be fully transferred to Town, Seller shall assist and cooperate with Town to the fullest extent to enforce such manufacturer's warranty for the benefit of Town.

16. Warranty (services): If services are provided to Seller in connection with these Terms and Conditions, Seller represents and warrants that all services to be provided to the Town will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of this Contract/Purchase Order, and all applicable Federal, State and local laws, ordinances, rules, regulations and codes. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to

do so shall render this Contract/Purchase Order voidable at the option of the buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

Unless otherwise specified in the Contract/Purchase Order, the warranty period shall be at least one year from the date of final acceptance of the services by the Town. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the Town. All costs incidental to such additional performance shall be borne by the Seller. The Town shall endeavor to give the Seller written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the Town's rights under this section.

If the Seller is unable or unwilling to perform its services in accordance with the above standard as required by the Town, then in addition to any other available remedy, the Town may reduce the amount of services it may be required to purchase under the Contract/Purchase Order from the Seller, and purchase conforming services from other sources. In such event, the Seller shall pay to the Town upon demand the increased cost, if any, incurred by the City to procure such services from another source.

17. Right to Assurance: Whenever one party to the Contract/Purchase Order in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this Contract/Purchase Order.

18. Default: Seller shall be in default under this Contract/Purchase Order if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this Contract/Purchase Order (whether or not an obligation is "material" shall be determined by the Town), (b) fails to provide adequate assurance of performance as provided for herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (d) makes a material misrepresentation in Seller's offer or response to Buyer's solicitation, or in any report or deliverable required to be submitted by Seller to the Town.

19. Termination for Cause or Convenience: The Town, at any time, by 30 days written notice to the Seller, has the absolute right to terminate this Contract/Purchase Order, in whole or in part, for cause or for convenience (that is, for any reason or for no reason whatsoever). "Cause" means the Seller's refusal or failure to perform or complete its obligations under this Contract/Purchase Order within the time specified and to the Town's satisfaction, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. If the Town terminates this Contract/Purchase Order for cause, the Seller shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Seller has no further obligation under this Contract/Purchase Order. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to the Contract/Purchase Order, with such exceptions, if any, specified in the notice of termination. Payment shall be made to cover the cost of goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

20. Delay: Town may delay scheduled delivery or other due dates by written notice to Seller if the Town deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract/Purchase Order, the Town and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the Contract/Purchase Order price and execute an amendment to the Contract/Purchase Order. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified. For purposes of these Terms and Conditions, "days" means calendar days.

21. **SELLER'S INDEMNITY OBLIGATION; INSURANCE**: See attached Town of Addison minimum requirements.

22. Gratuity: Town may, by written notice to Seller, cancel this Contract/Purchase Order without liability to Town if it is determined by Town that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of Town with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract. In the event this Contract/Purchase Order is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

23. Notices: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this Contract/Purchase Order shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the Town shall be addressed to Town at 5300 Belt Line Road, Dallas, Texas 75254 and marked to the attention of the Town Finance Director.

24. No Warranty By Town Against Infringement: Seller represents and warrants to the Town that: (i) Seller shall provide the Town good and indefeasible title to all goods being sold and/or supplied to the Town, and (ii) such goods in accordance with the specifications in this Contract/Purchase Order will not infringe, directly or indirectly, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of such goods and the Seller does not know of any valid basis for any such claims. The Town's specifications regarding the goods shall in no way diminish Seller's warranties or obligations under this paragraph, and the Town makes no warranty that the production, development, or delivery of goods according to the specifications will not give rise to such a claim or will not impact such warranties of Seller, and in no event will Town be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify Town of that opinion. If Seller in good

faith ascertains, prior to production of the goods, that production of the goods according to the specifications will result in infringement or the like, this Contract/Purchase Order will be null and void, and neither Town nor Seller shall have any liability one to the other.

25. Assignment and Successors: The successful Seller shall not assign, transfer, pledge, subcontract, or otherwise convey (collectively, “assign” or “assignment”), in any manner whatsoever, any rights, duties, obligations, or responsibilities of Seller under or in connection with this Contract/Purchase Order, in whole or in part, without the prior written consent of the Town of Addison (and any such assignment without the prior written consent of the Town shall be null and void). Any person or entity to whom Seller assigns any right, duty or obligation shall, as a condition of such assignment, agree to comply with and abide by all provisions of this Contract/Purchase Order, and Seller shall promptly give the Town a true and correct copy of such agreement.

This Contract/Purchase Order shall be binding upon and inure to the benefit of the City and the Seller and their respective successors and authorized assigns, provided however, that no right or interest in the Contract/Purchase Order shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. This Contract/Purchase Order does not and is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to this Contract/Purchase Order.

26. Waiver; Rights, Remedies: All waivers must be in writing and signed by the waiving party. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

27. Modifications: This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this Contract/Purchase Order.

28. Independent Contractor: Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Town. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

29. Interpretation: This Contract/Purchase Order is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this Contract/Purchase Order. Although the Contract/Purchase Order may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this Contract/Purchase Order.

30. Competitive Pricing: It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.

31. Interlocal Agreement: Successful bidder (Seller) agrees to extend prices for the goods and/or services to be provided by Seller described in this Contract/Purchase Order to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted by law, including under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful bidder (Seller) may be asked by the Town to provide products/services based upon the bid price to any other participant to a cooperative purchasing agreement, and the Seller agrees to do so (such provision will be pursuant to an agreement between Seller and such other participant, and the Town will have no liability or responsibility in connection therewith).

32. Right to Audit: The city shall have the right to examine and audit after reasonable notice any and all books and records, in any form or format whatsoever (including electronic), of Seller that may relate to this Contract/Purchase Order including, without limitation, the performance of Seller, its employees, agents, and subcontractors. Such books and records will be maintained in accordance with generally accepted accounting principles and shall, upon request and at the Town's request, be made available at a location designated by the Town. Seller shall, except for copying costs, otherwise bear all costs of producing such records for examination and copying by the Town. Unless otherwise agreed by the Town, such books and records must be made available to the Town within five business days after the Seller's receipt of a written notice from the Town requesting the same. The provisions of this paragraph shall survive the termination of this agreement. Seller shall retain all such books and records for a period of three (3) years after final payment on this Contract/Purchase Order or until all audit and litigation matters that the Town has brought to the attention of the Seller are resolved, whichever is longer. The Seller agrees to refund to the Town any overpayments disclosed by any such audit. The Seller shall include a similar audit right on behalf of the Town in all subcontractor agreements entered into in connection with this Contract/Purchase Order.

33. Correspondence: The Bid number must appear on all correspondence and inquiries pertaining to the Request for Bid or to quotes. The Purchase Order number must appear on all invoices or other correspondence relating to the Contract/Purchase Order.

34. Easement Permission: The contractor shall not enter or use private property except as allowed by easements shown on the contract documents or if the contractor obtains specific written permission from the property owner.

35. Alternates - Samples: If bidding on other than the item solicited by the Town, Seller's bid must identify the item's Trade Name, Manufacturer's Name and/or Catalog Number, and certify the item offered is equivalent to the item solicited by the Town. Descriptive literature must be submitted with alternate brands. Samples shall be furnished free of expense to the Town and if requested, may be returned at bidder's expense.

36. Error - Quantity: Bids must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

37. Acceptance: The right is reserved to the Town to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the Town by line item or total bid.

38. Term Contracts: Except as otherwise provided herein, prices must remain firm for the entire Contract/Purchase Order period, including any periods of extension or renewal. At the time of any renewal or extension of the Contract/Purchase Order, the Town or the Seller may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties, and shall be effective for the applicable renewal term.

39. Term Contract Quantities: The quantities (if any) in the request for bid are estimated requirements and the Town reserves the right to increase or decrease the quantities or cancel any item to be furnished. The successful bidder (Seller) shall have no claim against the Town for anticipated profits for quantities diminished or deleted.

40. Term Contract Shipments: The Seller will make shipments under this Contract/Purchase Order only when requested and only in the quantities requested. Seller shall comply with minimum shipments or standard packaging requirements (if any) included in the Contract/Purchase Order.

41. Contract Renewal Options: In the event a clause for option to renew for an additional period is included in the request for bid, all renewals will be based solely upon the option and agreement between the Town and the Seller. Either party dissenting will terminate the Contract/Purchase Order in accordance with its initial specified term.

42. Electronic Signature – Uniform Electronic Transactions Act: The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

43. Funding Out Clause: This Contract/Purchase Order may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this Contract/Purchase Order; (2) funds for this Contract/Purchase Order are not appropriated and/or budgeted by the City Council of the Town; and (3) funds for this Contract/Purchase Order that are or were to be provided by grant or through a third party are withheld, denied or are otherwise not available to the Town.

44. Dispute Resolution: Pursuant to subchapter I, Chapter 271, Texas Local Government Code, Seller agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Contract/Purchase Order (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Seller to the Town



within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Seller not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Seller, the Seller shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

45. Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7<sup>th</sup> business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf) By submitting a response to this request, Seller represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

46. Force Majeure: To the extent either the Town or Seller shall be wholly or partially prevented or delayed from the performance of this Contract/Purchase Order or of any obligation or duty under this Contract/Purchase Order placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

47. BAFO: During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

48. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

49. Applicable Law: This agreement shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted by the State of Texas

(excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction), as effective and in force on the date of this Contract/Purchase Order, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive or any other relief from any competent authority as contemplated herein.

50. Venue: This Contract/Purchase Order is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this Contract/Purchase Order shall lie exclusively in Dallas County, Texas. Seller submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

51. Cost of Response: Any cost incurred by the Seller in responding to the Request for Proposal is the responsibility of the Seller and cannot be charged to the Town.

52. Prohibition Against Personal Interest in Contracts: No Town of Addison officer or employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.

53. Prior or Pending Litigation or Lawsuits: Each Seller must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Seller or in which the Seller has been judged guilty or liable.

54. Severability: The invalidity, illegality, or unenforceability of any provision of this Contract/Purchase Order shall in no way affect the validity or enforceability of any other portion or provision of this Contract/Purchase Order. Any void or invalid provision shall be deemed severed from this Contract/Purchase Order and the balance of the Contract/Purchase Order shall be construed and enforced as if the Contract/Purchase Order did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract/Purchase Order to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract/Purchase Order from being void should a provision which is the essence of the Contract/Purchase Order be determined to be void.

55. Headings; "Includes": The headings of this Contract/Purchase Order are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof. The words "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

56. Conflict: When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

57. Response Contractual Obligation; Waiver: This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Seller and the Town. No different or additional terms will become part of this Contract/Purchase Order except as properly executed in an addendum or change order. **By submitting a bid, Seller waives any claim it has or may have against the Town, its officials, officers, employees, and agents, arising out of or in connection with the administration, evaluation, or recommendation of any bid, acceptance or rejection of any bid, and the award of a contract.**

58. No Waiver of Immunity. Notwithstanding any other of this Contract/Purchase Order, nothing in this Contract/Purchase Order shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Town, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

59. No Boycotting Israel. The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.