



**INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT
SPECIFICATIONS
BID SHEET(S)
FOR**

WAGON WHEEL TENNIS CENTER LIGHT FIXTURE ENHANCEMENT

**PER
THE CITY OF COPPELL SPECIFICATIONS
AT
THE CITY OF COPPELL
TOWN CENTER
PURCHASING DEPARTMENT**

OPENING DATE: TUESDAY, DECEMBER 18, 2018, 2:00 P.M., CENTRAL TIME

FACILITY SOLUTIONS

References

Frisco ISD
12025 Rolater Road
Frisco, TX 75035
Cecil Cypert
Director of Construction Services
469-633-6510

NWISD
1800 Hwy 114
Justin, TX 76177
Charles Ashby
Energy Manager
817-215-0130

Dallas County Community District
4849 W. Illinois Ave.
Dallas, TX 75221
Ronnell Suggs
Associate Director of Energy
214-860-8556

Birdville ISD
6125 East Belknap Street
Haltom City, TX 76117
Bill Barrow
Energy Manager
817-547-5847



2525 Walnut Hill Lane, Suite 300 > Dallas, TX > T 214-357-5697 > F 214-357-5794



INVITATION TO BID

The enclosed *Invitation to Bid* and accompanying *Specifications with Bid Sheets* are for your convenience in bidding the enclosed referenced products and/or services for the City of Coppel. **Sealed bids shall be received no later than: Tuesday, December 18, 2018, 2:00 P.M., Central Time.**

PRE-BID MEETING

The City of Coppel will have a Pre-Bid meeting **Tuesday, December 11, 2018, 2:30 P.M., CST at: Wagon Wheel Tennis Center 950 Creekview Drive, Coppel, TX 75019.**

Please reference **Bid No. Q-1219-01** in all correspondence pertaining to this bid and affix this number to outside front of bid envelope for identification. All bids shall be to the attention of the Purchasing Department.

The City of Coppel appreciates your time and effort in preparing a bid. Please note that all **bids must be received at the designated location by the deadline shown**. Bids received after the deadline will be returned unopened and shall be considered void and unacceptable. Bid opening is scheduled to be held in the City Hall, 255 Parkway Boulevard, Coppel, Texas. **You are invited to attend.**

If Bidder desires not to bid at this time, but wishes to remain on the commodity bid list, please submit a "**NO BID**" response (same time/location). The City of Coppel is always very conscious and extremely appreciative of the time and effort expended to submit a bid. However, on "NO BID" responses please communicate any bid requirement(s) which may have influenced your decision to "NO BID."

If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive Invitation to Bid, Bidder shall be removed from said bid list. However, if you choose to "NO BID" at this time but desire to remain on the bid list for other commodities, please state the specific product/service for which your firm wishes to be classified.

Awards should be made approximately three weeks following the bid opening date. To obtain results, or if you have any questions, please contact the Purchasing Department at 972-304-3698.



INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT
BID NO. Q-1219-01

WAGON WHEEL TENNIS CENTER LIGHT FIXTURE ENHANCEMENT

By order of the City Council of the City of Coppel, Texas, sealed bids will be received for:

WAGON WHEEL TENNIS CENTER LIGHT FIXTURE ENHANCEMENT

IT IS UNDERSTOOD that the City Council of the City of Coppel, Texas reserves the right to reject any and/or all bids for any/or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of the City of Coppel.

BIDS MUST BE submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope, with **each page manually signed by a person having the authority to bind the firm in a Contract**, and marked clearly on the outside as shown below. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED!**

SUBMISSION OF BIDS: Sealed bids shall be submitted no later than Tuesday, December 18, 2018, 2:00 P.M., Central Time to the address as follows:

City of Coppel
Purchasing Department
255 E. Parkway Blvd.
Coppel, Texas 75019

MARK ENVELOPE: BID NO. Q-1219-01
ALL BIDS MUST BE RECEIVED IN THE CITY'S PURCHASING DEPARTMENT
BEFORE 2:00 P.M., CENTRAL TIME, TUESDAY, DECEMBER 18, 2018

City of Coppell**Bid # Q-1219-01 – WAGON WHEEL TENNIS CENTER LIGHT FIXTURE
ENHANCEMENT****Closing Date & Time: Tuesday, December 18, 2018 @ 2:00 P.M.
(Central Time)**

Solicitation Schedule	Dates
Bid Issued	Friday, November 30, 2018
*Final Posting of Answers to Questions Received or Addenda issued	Friday, December 14, 2018 – 5:00 P.M.
Pre-Bid meeting	Tuesday, December 11, 2018 – 2:30 P.M.
Sealed Bids Due to the City	Tuesday, December 18, 2018 – 2:00 P.M.

****The dates BEFORE bid opening are firm unless changed through an Addendum. Notification of changes in the response due date would be posted on Bidsync.com and the City website or as otherwise stated herein.***

All times and dates are Central Standard Time.

PUBLIC NOTICE STATEMENT FOR ADA COMPLIANCE

The City of Coppell acknowledges its responsibility to comply with the Americans With Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Coppell sponsored public programs, services and/or meetings, the City requests that individuals make request for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Vivyon V. Bowman, ADA Coordinator or other designated official at (972) 462-0022, or (TDD 1-800-RELAY, TX 1-800-735-2989).

REQUIRED INFORMATION: The City of Coppell solicitation packets contain various documents that require completion by the Offeror. Said information must be completed prior to the date and time set for the solicitation opening and shall be included with the submittal packet in order to be considered a responsive Offeror.

DEFINITIONS:

- a. "Bidder" refers to the submitter.
- b. "Contractor" refers to a successful Bidder/contractor/service provider.
- c. "Submittal" refers to those documents, which must be submitted to the City of Coppell by a Bidder.
- d. "RFB" refers to a Request for Bids.
- e. "RFQ" refers to a Request for Qualifications.
- f. "RFP" refers to a Request for Proposals.

SUBMISSION OF RFB/RFQ/RFP:

RFB/RFQ/RFP's may be submitted to the City of Coppell by any of the following means:

- g. Hand carried to the Purchasing Department located at the City of Coppell/City Hall, 255 E. Parkway Blvd., Coppell, Texas 75019;
- h. Mailed to the City of Coppell, Purchasing Department, at P.O. Box 9478, Coppell, Texas 75019;
- i. No oral, electronic, telegraphic, telephonic, or facsimile RFBs will be considered or accepted.

OFFICIAL TIME: The time clock in the City of Coppell Purchasing Department shall be the official time of receipt for all RFB/RFQ/RFP's submitted in hard copy paper form. Any late submittals received in the Coppell Purchasing Department after the submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered.

INCLEMENT WEATHER: In case of inclement weather or any other unforeseen event causing the City to close for business on the date a submission deadline, the RFB/RFQ/RFP closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgment call to extend any deadline.

BID NOTIFICATION: City of Coppell utilizes the following procedures for notification of bid opportunities: www.bidsync.com and the *Coppell Citizens Advocate*. These are the only forms of notification authorized by the city. Coppell shall not be responsible for receipt of notification and information from any source other than

those listed. It shall be the vendor's responsibility to verify the validity of all bid information received by sources other than those listed.

SUBMITTALS: The City of Coppell exclusively uses www.bidsync.com for the notification and dissemination of all RFB/RFQ/RFP's. The receipt of submittals through any other company may result in the receipt of incomplete specifications and/or addendums, which could ultimately render the submittal non-compliant. The City of Coppell accepts no responsibility for the receipt and/or notification of solicitations through any other company.

BID OPENINGS: All submittals will be opened and presented according to the legal requirements for the type of solicitation (i.e. request for bid, request for proposal, competitive sealed proposal) at the designated time and place specified in the solicitation. However, the reading of a quote at the opening should not be construed as a comment on the responsiveness of such quote or as any indication that the City accepts such quote as responsive. The City will make a determination as to the responsiveness of quotes submitted based upon compliance with all applicable laws, City Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful Bidder upon award of the contract and all requests for quotes received will be available for inspection after award.

FUNDING: Funds for payment have been provided through the City of Coppell budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the City of Coppell Purchasing Department after submission deadline will be considered void and unacceptable. The City of Coppell is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the Bidder without the permission of the City for a period of ninety (90) days following the date designated for the receipt of bids, and Bidder so agrees upon submittal of their bid.

SALES TAX: The City of Coppell is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act. Bidder shall include any sales taxes from concession sales of taxable items on City property in the total price of the sale, and shall be responsible to report and pay such taxes in a timely manner.

Any Contractor performing work under this contract for the City of Coppell may purchase materials and supplies and rent or lease equipment sales tax free. This is accomplished by issuing exemption certificates to suppliers. Certificates must comply with State Comptroller's ruling #95-0.07 and #95-0.09.

CONTRACT: This bid, when properly accepted by the City of Coppell, shall constitute a Contract equally binding between the successful Bidder and the City. No different or additional terms will become a part of this Contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions or Specifications stated in the resulting Contract. All Change Orders to the Contract will be made in writing by the City's Purchasing Agent.

IF DURING THE life of the Contract, the successful Bidder's net prices to other customers for items awarded herein are reduced below the Contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Coppell.

A PRICE redetermination may be considered by the City only at the anniversary date of the Contract and shall be substantiated in writing (i.e., Manufacturer's direct cost, postage rates, Railroad Commission rates, Wage/Labor rates). The Bidder's past history of honoring Contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. The City reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City.

DELIVERY: all delivery and freight charges (F.O.B. City of Coppell) are to be included in the bid price.

DELIVERY TIME: Bids shall show number of days required to place goods ordered at the City's designated location. Failure to state delivery time may cause bid to be rejected. Successful Bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful Bidder shall give written notice to the Purchasing Agent. The City has the right to extend delivery time if reason appears valid. Successful Bidder must keep the Purchasing Department advised at all times of the status of the order.

CONFLICT OF INTEREST: No public official shall have interest in this Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

DISCLOSURE OF CERTAIN RELATIONSHIPS Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or 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 City of Coppell not later than the 7th business day after the date the person becomes

aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

ETHICS: The Bidder shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Coppell.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this RFB/RFQ/RFP will be considered for award. Bidders taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. In the absence of such, a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the Specifications of the Invitation. The City of Coppell reserves the right to accept any and all, or none, of the exception(s)/ substitution(s) deemed to be in the best interest of the City.

ADDENDA: Any interpretations, corrections or changes to an RFB/RFQ/RFP will be made by written addenda. Sole issuing authority of addenda shall be vested in the City of Coppell Purchasing Department. Addenda will be issued via the Bidsync system mentioned above and posted on the City of Coppell's website. Bidders shall acknowledge receipt of all addenda.

DESCRIPTIONS: Any reference to model and/or make/manufacture used in bid Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City's Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this RFB/RFQ/RFP. Bidders shall acknowledge receipt of all addenda.

BID MUST COMPLY with all federal, state, county, and local laws concerning these types of service(s).

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing and engineering practice.

All items supplied against credit must be new and unused, unless otherwise specified, in first-class condition and of current manufacturer.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective Bidder must affirmatively demonstrate Bidder's responsibility. A prospective Bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

REFERENCES: The City requests Bidder to supply, with this RFB/RFQ/RFP, a list of at least three (3) references where like products and/or services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this RFB/RFQ/RFP. Failure to provide this information may result in rejection of bid.

AWARD OF CONTRACT: The City shall award a contract to the responsible bidder providing the best value for goods and services. This is NOT a low bid solicitation based on price alone. All bidders must provide documentation and information requested in this solicitation in order to determine the best value outlined below.

Pursuant to the Texas Local Government Code, § 252.043, Award of Contract, "Best Value" will be determined by considering:

- (1) The purchase price;
- (2) The reputation of the bidder and of the bidder's goods or services;
- (3) The quality of the bidder's goods or services;
- (4) The extent to which the goods or services meet the municipality's needs;
- (5) The bidder's past relationship with the municipality;
- (6) The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- (7) The total long-term cost to the municipality to acquire the bidder's goods or services; and
- (8) Any relevant criteria specifically listed in the request for bids or proposals

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless the City of Coppell and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from bid award. Successful Bidder indemnifies and will indemnify and save harmless the City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Bidder shall pay any judgment with costs which may be obtained against the City growing out of

such injury or damages. In addition, Contractor shall obtain and file with Owner City of Coppell a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the owner City of Coppell as an additional insured on the required coverage.

WAGES: Successful Bidder shall pay or cause to be paid, without cost or expense to the City of Coppell, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

PREVAILING WAGE RATES: The awarded contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website www.wdol.gov for Dallas County, Texas (WD-2509).

TERMINATION OF CONTRACT: This Contract shall remain in effect until Contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation. The City of Coppell reserves the right to award canceled Contract to next lowest and best Bidder as it deems to be in the best interest of the City of Coppell.

TERMINATION FOR DEFAULT: The City of Coppell 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 of Coppell reserves the right to terminate the Contract immediately in the event the successful Bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these Specifications.

Breach of Contract or default authorizes the City of Coppell to exercise any or all of the following rights:

1. The City may take possession of the assigned premises and any fees accrued or becoming due to date;
2. The City may take possession of all goods, fixtures and materials of successful Bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful Bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of

receipt of such notice by the successful Bidder, default will be declared and all the successful Bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that the City of Coppell shall not be liable to prosecution for damages in the event that the City declares the Bidder in default.

NOTICE: Any notice provided by this bid (or required by law) to be given to the successful Bidder by the City of Coppell shall conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Coppell, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PROTESTS: All protests regarding the solicitation process must be submitted, in writing, to the Purchasing Manager within five (5) working days following the opening of such solicitation. This includes all protests relating to advertising of solicitation notices, deadlines, opening, and all other related procedures under the Texas Local Government Code, as well as, any protests relating to alleged improprieties or ambiguities in the specifications.

Protests relating to staff recommendations as to the award of this solicitation may be directed to the City Administration, City Manager's Office by contacting the City Manager prior to council award. All staff recommendations will be made available for public review seventy-two (72) hours prior to consideration by the City Council.

PATENTS/COPYRIGHTS: The successful Bidder agrees to protect the City of Coppell from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this Contract, the City of Coppell may appoint a Contract Administrator with designated responsibility to ensure compliance with Contract requirements, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the City of Coppell Purchasing Department (which has the overall Contract Administration responsibilities) and the successful Bidder.

PURCHASE ORDER: A Purchase Order(s) shall be generated by the City of Coppell to the successful Bidder. The Purchase Order number must appear on all itemized invoices and packing slips. The City of Coppell will not be held responsible for any orders placed/delivered without a valid current Purchase Order number.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful Bidder, (b) name and address of receiving department and/or delivery location, (c) Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, or other.

INVOICES shall show all information as stated above, shall be issued for each Purchase Order and shall be mailed directly to the City of Coppell Finance/Accounts Payable Department, 255 Parkway Blvd., Coppell, Texas 75019, or emailed to accountspayable@coppelltx.gov.

PAYMENT will be made upon receipt and acceptance by the City of Coppell for any item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful Bidder(s) required to pay subcontractors within ten (10) days.

ITEMS supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting Specifications shall be picked up and replaced by the successful Bidder at the next service date at no expense to the City of Coppell. If item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to the City of Coppell.

WARRANTY: Successful Bidder shall warrant that all items/services shall conform to the proposed Specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being bid must be enclosed. Failure to comply with the above requirements for literature and warranty information could cause bid to be rejected.

REMEDIES: The successful Bidder and the City of Coppell agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in the City of Coppell, Texas.

ASSIGNMENT: The successful Bidder shall not sell, assign, transfer or convey this Contract, in whole or in part, without prior written consent of the City of Coppell.

SPECIFICATIONS and model numbers are for description only. Bidder may bid on description only. Bidder may bid on alternate model but must clearly indicate alternate model being bid. Bidder must enclose full descriptive literature on alternate item(s). The use of brand names is intended to be descriptive rather than restrictive.

SILENCE OF SPECIFICATION: The apparent silence of these Specifications as to any detail or to the apparent omission 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.

Each insurance policy to be furnished by successful Bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Coppell by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

BID NOTIFICATION: City of Coppell utilizes the following procedures for notification of bid opportunities: www.bidsync.com and the *Coppell Citizens Advocate*. These are the only forms of notification authorized by the city. Coppell shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the vendor's responsibility to verify the validity of all bid information received by sources other than those listed.

EMPLOYMENT ELIGIBILITY VERIFICATION: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice form I-9. The contractor/vendor warrants that contractor/vendor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the city. Contractor/vendor warrants that contractor/vendor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES: Bidders are encouraged to offer Energy Star, GreenSeal, EcoLogo and/or EPEAT certified products. The city also encourages bidders to offer products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials and reduce waste, energy usage, water utilization and toxicity in the manufacture and use of products.

ANY QUESTIONS concerning this Invitation to Bid and Specifications should be directed to the Purchasing Department at 972-304-3698.

COOPERATIVE PURCHASING

As permitted under Government Code, Title 7, Chapter 791.025, other governmental entities may wish to cooperatively purchase under the same terms and conditions contained in this contract. Each entity wishing to utilize the contract must have prior authorization from the City of Coppell and Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Coppell shall not be held responsible for any orders placed, deliveries made, or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO UTILIZE THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

 **YES**

 NO

CERTIFICATIONS AND REPRESENTATIONS

M/WBE STATUS

_____ IS CERTIFIED AS A:

(CHECK ONE, IF APPLICABLE)

DISADVANTAGED BUSINESS ENTERPRISE _____

MINORITY-OWNED BUSINESS ENTERPRISE _____

WOMEN-OWNED BUSINESS ENTERPRISE _____

PLEASE ATTACH OFFICIAL DOCUMENTATION FROM THE STATE OF TEXAS OR OTHER QUALIFIED CERTIFICATION AGENCY OF M/WBE STATUS OF YOUR COMPANY WITH THIS BID/PROPOSAL.

***** NOTE *****

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE BID AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT)



BID #Q-1219-01

**WAGON WHEEL TENNIS CENTER
LIGHT FIXTURE ENHANCEMENT**

(SPECIFICATIONS)

**TWO COPIES MUST BE RETURNED TO THE PURCHASING
DEPARTMENT NO LATER THAN TUESDAY, DECEMBER 18, 2018, 2:00 P.M.,
CENTRAL TIME**

**CITY OF COPPELL
WAGON WHEEL TENNIS CENTER
LIGHT FIXTURE ENHANCEMENT
SPECIFICATIONS**

1.0 GENERAL SCOPE OF WORK

- 1.1 The City of Coppel is accepting bids to update the lighting fixtures on eleven tennis courts at the Wagon Wheel Tennis Center located at 950 Creekview Drive, Coppel, TX, 75019. The existing sixty-six (66) light fixtures, six light poles per court, are being upgraded to LED technology.
- 1.2 Photos are included for reference (see EXHIBIT A below).

2.0 TERM

- 2.1 This is a one-time service purchase. The contract will include prep work, light fixture sourcing and replacement, and disposal of the previous fixtures and related parts.

3.0 MATERIALS & SPECIFICATIONS

- 3.1 The Tennis Center has standardized on the LSI Court Blade product line which has been previously installed and evaluated on other courts. These new fixtures are replacing existing 1000w Metal Halite LSI Courtsider lights. Only these part numbers are to be installed. No substitutions for these lights will be considered.
 - SPLXARLFTEDHOCW347480BLK (See separate product info files on Bidsync)
- 3.2 No labor or city-owned equipment will be provided to the vendor.
- 3.3 All work will be completed by the vendor.
- 3.4 Equipment recommended for use by the vendor to complete the replacement services on the tennis courts will be approved by city staff prior to implementation.

4.0 SERVICE DATES & HOURS

- 4.1 Dates will be determined upon award.
- 4.2 Existing fixtures shall be removed and disposed of accordingly by the vendor.
- 4.3 The replacement services will be provided during the work week (Monday through Friday), unless other dates, workdays and work hours are approved by the City.

5.0 ACCIDENTAL DAMAGES

- 5.1 Vendors are responsible for the care of the property while providing these services. Any damage caused by the vendor will be corrected by the vendor at the vendor's expense.

1. Pricing Schedule

[illegible]

- **THE PRICING STATED ABOVE WILL INCLUDE ALL SUPPLIES, EQUIPMENT, MILEAGE, TOLLS, OVERNIGHT FEES, PERSONNEL, SHIPPING COSTS, FUEL SURCHARGES, AND ALL OTHER COSTS NOT SPECIFICALLY MENTIONED HEREIN NEEDED TO COMPLETE THE PROVISION OF THE PRODUCT/SERVICE.**
- **NO ADDITIONAL COSTS, FEES, OR INVOICES WILL BE ALLOWED.**
- **LUMP-SUM PRICING WILL NOT BE CONSIDERED.**

2. Warranty Information:

TERM (PARTS & MATERIALS): 5 year

TERM (LABOR): 1 year

TERM (PARTS & MATERIALS): _____ **PRICING:** _____

TERM (LABOR): _____ **PRICING:** _____

- Attach warranty documentation as necessary.

3. Is an optional Annual Service/Maintenance Agreement available? YCS

If yes, please provide additional information as needed to describe the optional Annual Service Agreement and pricing.

* NEW PRICING ON THIS WILL BE AVAILABLE JAN. 2019 - CAN SEND DETAILS AT THAT TIME

4. Upon award, date work could begin? 4 weeks - estimate AFTER P.O.
(materials ordered) ISSUED

5. Upon award, what is the estimated time to complete installation? (Feb. 2018)
1 week

Bidder should factor in all time to mobilize, perform services and clean-up site.

BID FORM

PROJECT IDENTIFICATION: **Wagon Wheel Tennis Center Light Fixture Enhancement**
Bid #Q-1219-01 in Coppell, Texas

BID OF Facility Solutions Group
(NAME OF FIRM)

THIS BID IS SUBMITTED TO:
City of Coppell
c/o Purchasing Manager
255 Parkway Boulevard
Coppell, Texas 75019

DATE: 12/17/18

SIGNATURE: [Signature]

Company Information

Company Name: FACILITY SOLUTIONS GROUP

Address: 2525 WALNUT HILL LANE #300 DALLAS, TX 75229

Phone Number: 214.952-0978

Fax Number: 214-217-0199

Contact Person: SCOTT MATHIS

E-mail Address: SCOTT.MATHIS@RSBI.COM

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

N/A

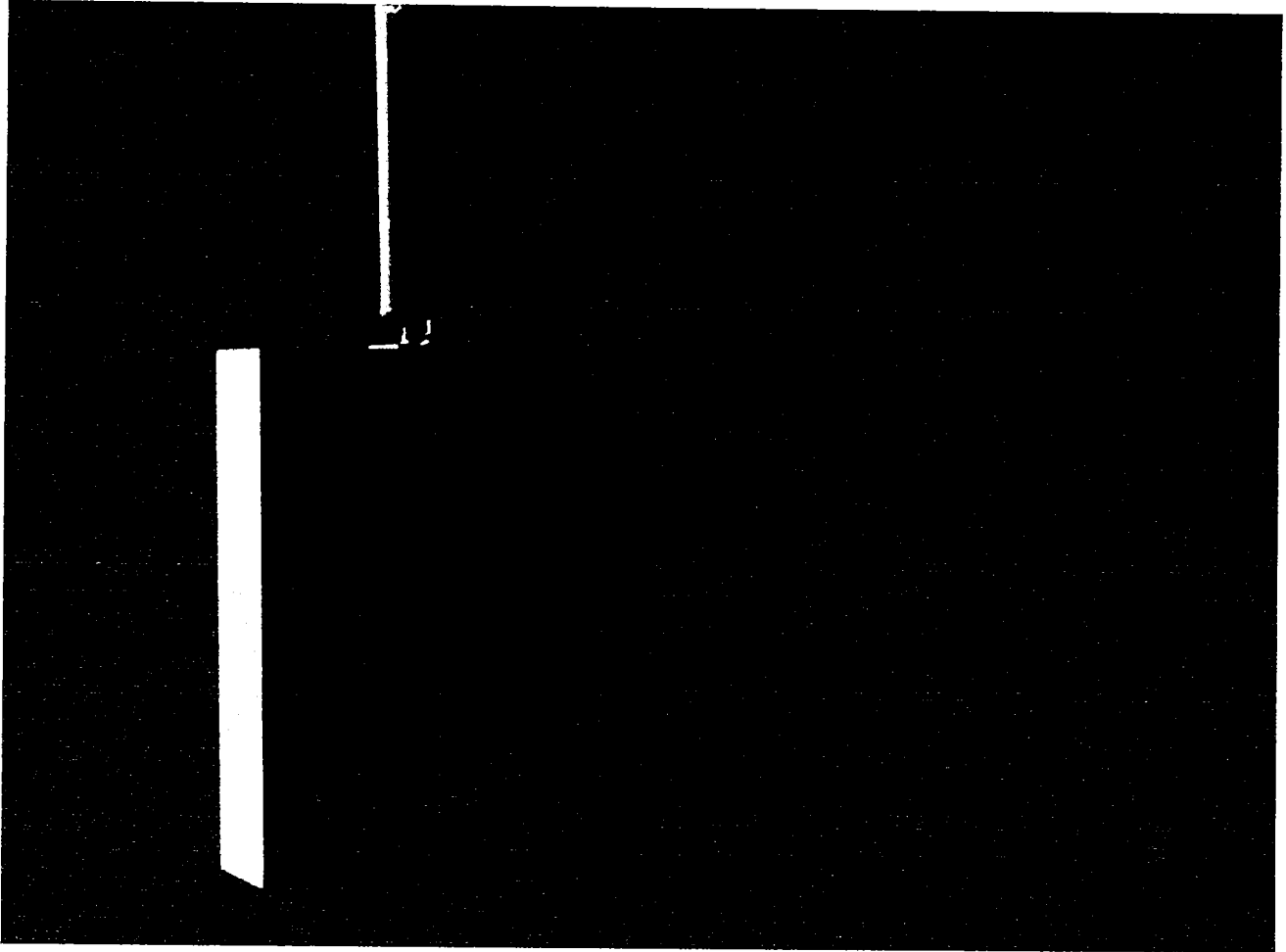
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

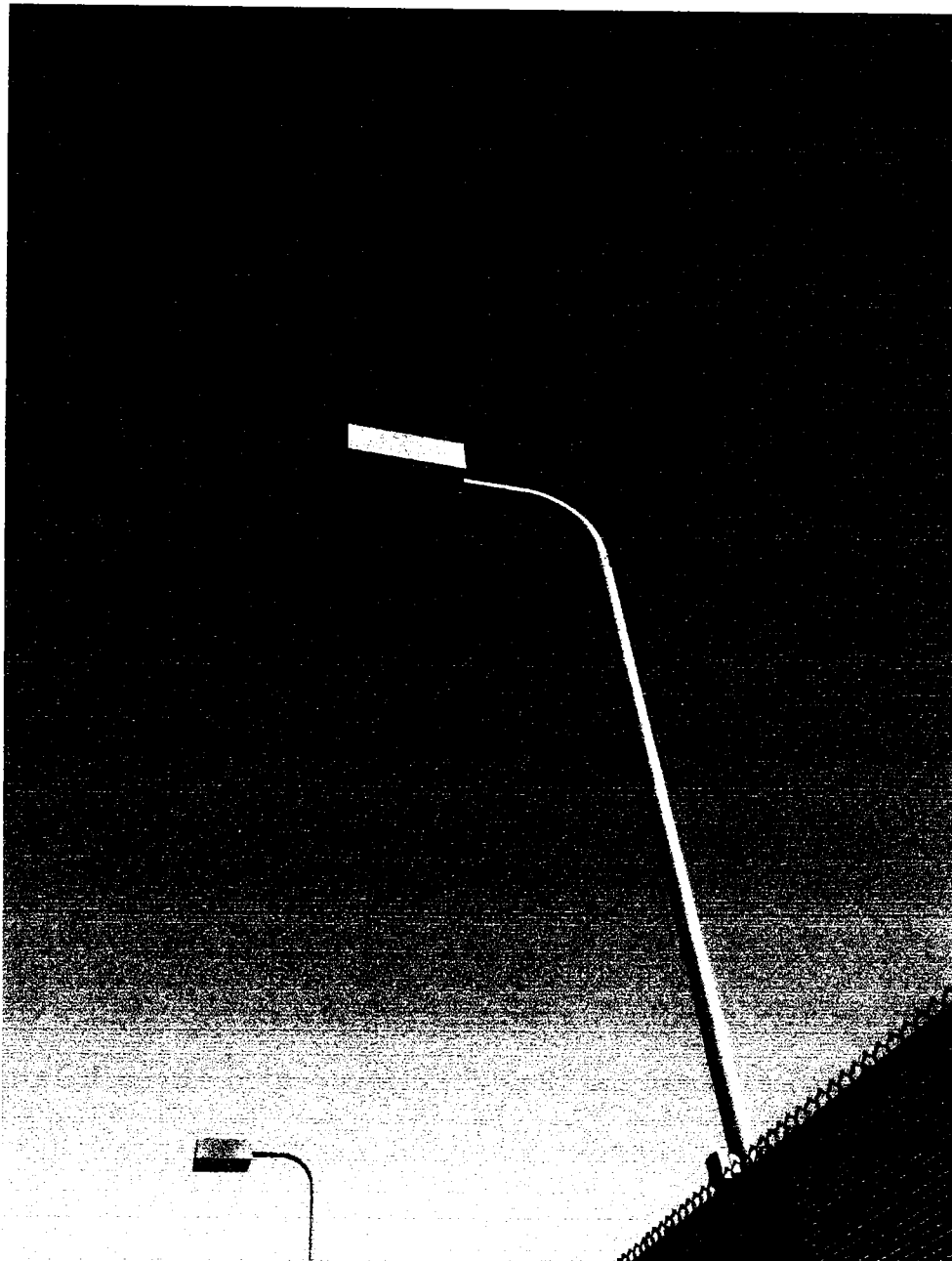
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

12/17/18
Date

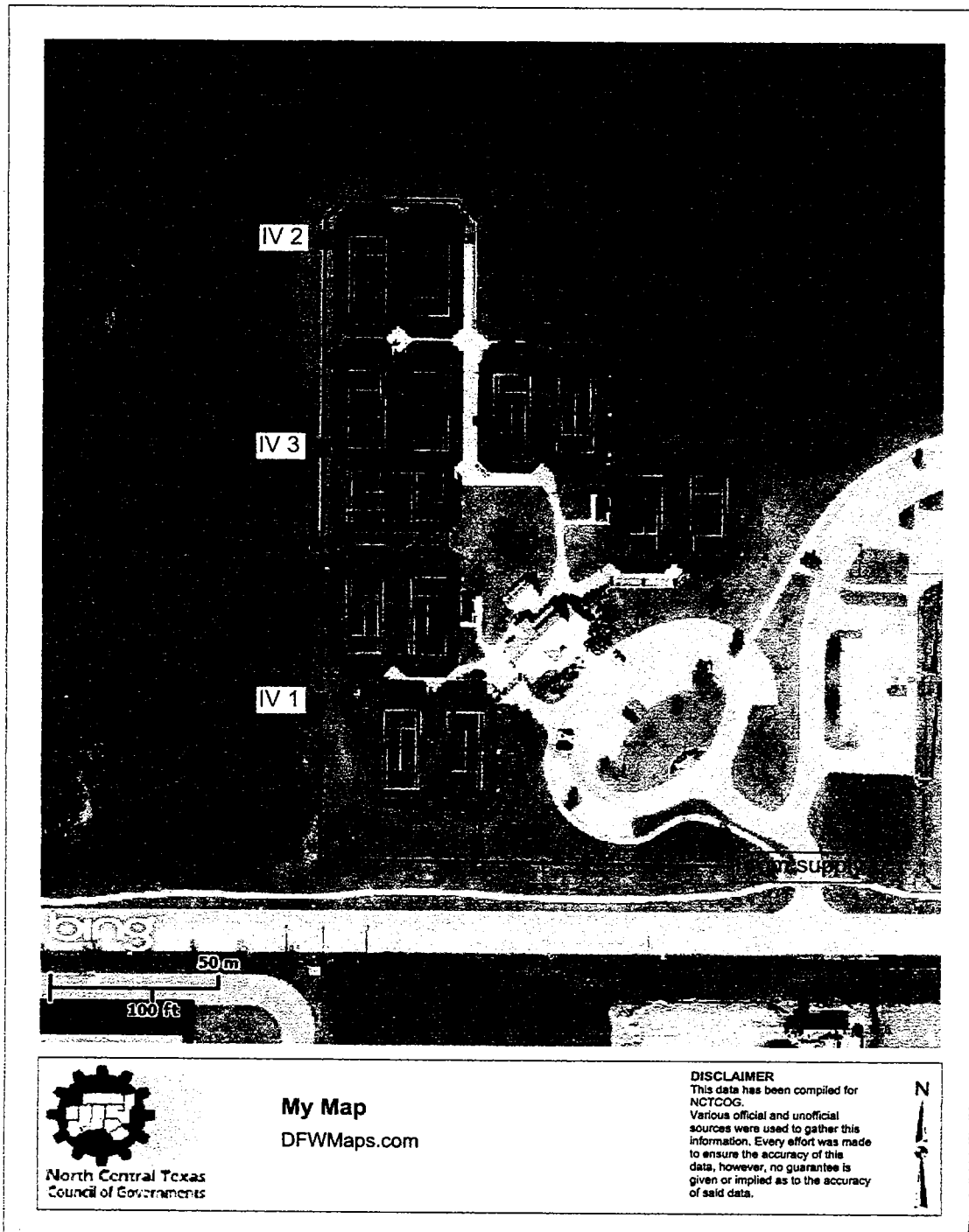
EXHIBIT A

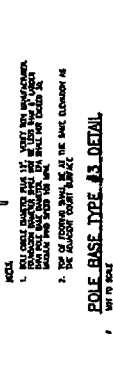
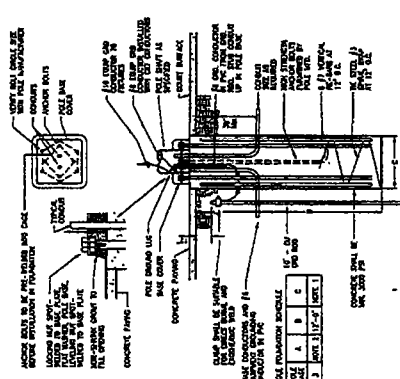
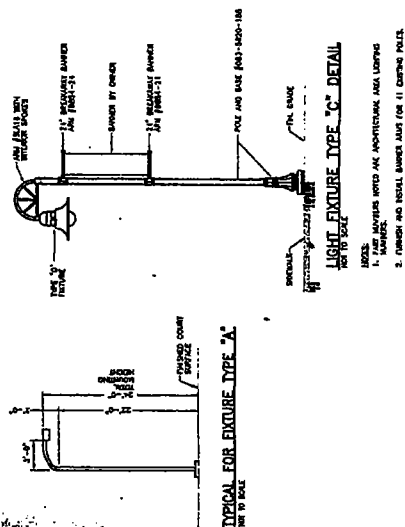
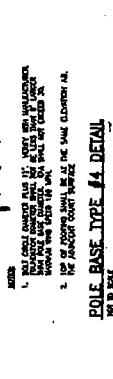
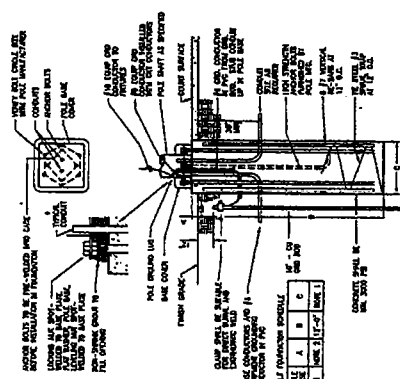
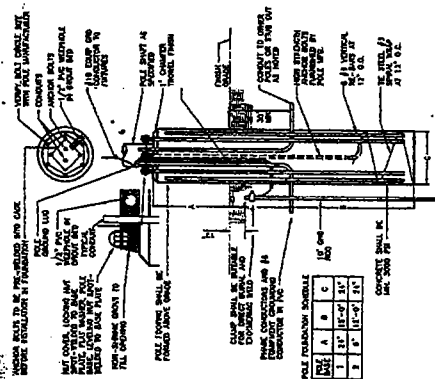








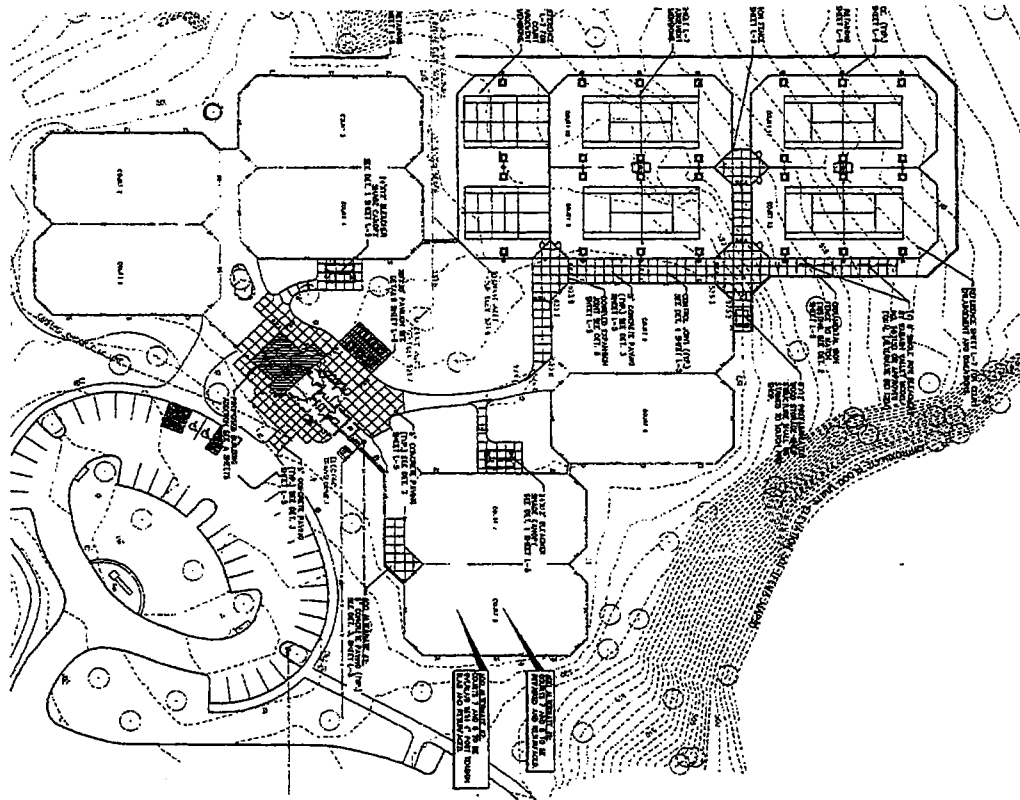




LITTING POLE DATA				ANAL	
POLE NO.	POLE TYPE	AXIS TYPE	TYPE	CHART	
1	A1	1	A	1	1700441 COUNT N43
2	A2	2	A	1	1700442 COUNT N43
3	A3	3	A	1	1700443 COUNT N43
4	A4	4	A	1	1700444 COUNT N43
5	A5	5	A	1	1700445 COUNT N43
6	A6	6	A	1	1700446 COUNT N43
7	A7	7	A	1	1700447 COUNT N43
8	A8	8	A	1	1700448 COUNT N43
9	A9	9	A	1	1700449 COUNT N43
10	A10	10	A	1	1700450 COUNT N43
11	A11	11	A	1	1700451 COUNT N43
12	A12	12	A	1	1700452 COUNT N43
13	A13	13	A	1	1700453 COUNT N43
14	A14	14	A	1	1700454 COUNT N43
15	A15	15	A	1	1700455 COUNT N43
16	A16	16	A	1	1700456 COUNT N43
17	A17	17	A	1	1700457 COUNT N43
18	A18	18	A	1	1700458 COUNT N43
19	A19	19	A	1	1700459 COUNT N43
20	A20	20	A	1	1700460 COUNT N43
21	A21	21	A	1	1700461 COUNT N43
22	A22	22	A	1	1700462 COUNT N43
23	A23	23	A	1	1700463 COUNT N43
24	A24	24	A	1	1700464 COUNT N43
25	A25	25	A	1	1700465 COUNT N43
26	A26	26	A	1	1700466 COUNT N43
27	A27	27	A	1	1700467 COUNT N43
28	A28	28	A	1	1700468 COUNT N43
29	A29	29	A	1	1700469 COUNT N43
30	A30	30	A	1	1700470 COUNT N43
31	A31	31	A	1	1700471 COUNT N43
32	A32	32	A	1	1700472 COUNT N43
33	A33	33	A	1	1700473 COUNT N43
34	A34	34	A	1	1700474 COUNT N43
35	A35	35	A	1	1700475 COUNT N43
36	A36	36	A	1	1700476 COUNT N43
37	A37	37	A	1	1700477 COUNT N43
38	A38	38	A	1	1700478 COUNT N43
39	A39	39	A	1	1700479 COUNT N43
40	A40	40	A	1	1700480 COUNT N43
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42	A42	42	A	1	1700482 COUNT N43
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44	A44	44	A	1	1700484 COUNT N43
45	A45	45	A	1	1700485 COUNT N43
46	A46	46	A	1	1700486 COUNT N43
47	A47	47	A	1	1700487 COUNT N43
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49	A49	49	A	1	1700489 COUNT N43
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53	A53	53	A	1	1700493 COUNT N43
54	A54	54	A	1	1700494 COUNT N43
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56	A56	56	A	1	1700496 COUNT N43
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59	A59	59	A	1	1700499 COUNT N43
60	A60	60	A	1	1700500 COUNT N43
61	A61	61	A	1	1700501 COUNT N43
62	A62	62	A	1	1700502 COUNT N43
63	A63	63	A	1	1700503 COUNT N43
64	A64	64	A	1	1700504 COUNT N43
65	A65	65	A	1	1700505 COUNT N43
66	A66	66	A	1	1700506 COUNT N43
67	A67	67	A	1	1700507 COUNT N43
68	A68	68	A	1	1700508 COUNT N43
69	A69	69	A	1	1700509 COUNT N43
70	A70	70	A	1	1700510 COUNT N43
71	A71	71	A	1	1700511 COUNT N43
72	A72	72	A	1	1700512 COUNT N43
73	A73	73	A	1	1700513 COUNT N43
74	A74	74	A	1	1700514 COUNT N43
75	A75	75	A	1	1700515 COUNT N43
76	A76	76	A	1	1700516 COUNT N

LIGHT POLE SCHEDULE		POLE
ITEM	DESCRIPTION	
1	STANDARD ROUND ALUMINUM POLE WITH BLACK FINISH, 1 1/2" DIA. WITH 10' LENGTHS FOR THE LIGHTS.	30'-0"
2	SAFETY TO INTERLOCKING 11000 AMP LOW VOLTAGE SCHEDULE 816 WIRE FOR LIGHTING INFORMATION.	30'-0"
3	STANDARD ROUND ALUMINUM POLE WITH BLACK FINISH, 1 1/2" DIA. WITH 10' LENGTHS FOR THE LIGHTS FOR LIGHTING INFORMATION.	30'-0"

[illegible]



TOTAL STATION LAYOUT

1. ALL STATIONING WILL BE GIVEN IN STATIONING FROM THE BEGINNING OF THE PROJECT TO THE END OF THE PROJECT.

2. ALL STATIONING WILL BE GIVEN IN STATIONING FROM THE BEGINNING OF THE PROJECT TO THE END OF THE PROJECT.

3. ALL STATIONING WILL BE GIVEN IN STATIONING FROM THE BEGINNING OF THE PROJECT TO THE END OF THE PROJECT.

NOTES

1. ALL STATIONING WILL BE GIVEN IN STATIONING FROM THE BEGINNING OF THE PROJECT TO THE END OF THE PROJECT.

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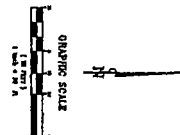
3. ALL STATIONING WILL BE GIVEN IN STATIONING FROM THE BEGINNING OF THE PROJECT TO THE END OF THE PROJECT.

PLAN LEGEND

ALL STATIONING WILL BE GIVEN IN STATIONING FROM THE BEGINNING OF THE PROJECT TO THE END OF THE PROJECT.

ALL STATIONING WILL BE GIVEN IN STATIONING FROM THE BEGINNING OF THE PROJECT TO THE END OF THE PROJECT.

ALL STATIONING WILL BE GIVEN IN STATIONING FROM THE BEGINNING OF THE PROJECT TO THE END OF THE PROJECT.



No.	Date	Description	By

STOP!

CALL BEFORE YOU DIG

1-800-4-A-HEAD

1-800-4-A-HEAD

(4 hours prior to 5:00 PM)

Scale: AS SHOWN

Designed by JAF

Drawn by SAG

Checked by JAF

Date: MARCH 2014

Project No. 140100000

PAVING PLAN

COPPELL TENNIS CENTER

IMPROVEMENTS

CITY OF COPPELL, TX



Kimley-Horn

and Associates, Inc.

1000 West 10th Street, Suite 200

Fort Worth, Texas 76102

Phone: 817-335-1111

Fax: 817-335-1112

www.kimley-horn.com



CITY OF COPPELL, TEXAS

THIS IS A SAMPLE ONLY

STANDARD FORM PURCHASE CONTRACT

City of Coppell, Texas**255 Parkway Boulevard****P.O. Box 478****Coppell, Texas 75019**

This Agreement is made by and between the City of Coppell, Texas, a home-rule municipality (hereinafter referred to as the "Buyer") and the hereinafter named Seller, referred to as the "Seller," for the sale of the goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:

[Name]

[Address]

[City, State, Zip]

[Telephone]

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Coppell, Texas, of the goods, materials and items described hereinafter as the "Goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

Description

[CHECK ONE:]

_____ This Contract is a "fixed price - fixed quantity" Contract for the purchase of the specified quantity at the specified price. The full quantity of the Goods shall be delivered to and received at the designated point or points of delivery no later than the date specified herein below. This date is a material term and condition of this Contract and, in connection with the delivery date, time is and shall be of the essence.

[Insert Date of Delivery]

OR

_____ This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer. Upon the conclusion of the duration of this Contract, Buyer may renew this agreement for an additional period or periods equivalent to the primary duration upon sending written notice of intent thereof within thirty (30) days prior to the expiration of the last day of the term of this Contract. The failure to send the foregoing notice shall convert this agreement into a "fixed price - fixed quantity" contract as described above.

DURATION: From _____ to _____.

PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number and shall be itemized. A copy of the bill of lading should be attached to the invoice. Mail to City of Coppell, Purchasing Department, 255 Parkway Boulevard, P.O. Box 478, Coppell, Texas 75019. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the purchasing department advised of any changes in their remittance addresses. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available, any delivered but unpaid for goods will be returned to Seller by Buyer. Do not include federal excise tax, state or city sales tax. The City shall furnish a tax exempt certificate if required.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of container, e.g. box 1 of 4 boxes and (d) the number of the container bearing the package slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.
2. **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.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid. Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "No arrival, No sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Coppell with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.
10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

11. WARRANTY - PRICE:

- a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.
- b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. WARRANTY - PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

13. SAFETY WARRANTY: Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.

14. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise such claim, and in no event shall Buyer be liable to Seller in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

15. CANCELLATION: Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those goods retained by Buyer.

16. FORCE MAJEURE: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied

upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

17. **ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties or their duly authorized agents.
19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
20. **INTERPRETATION - PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the

knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.

25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.
26. **INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.
27. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Dallas County, Texas.
28. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
29. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
30. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this _____ day of _____, _____.

SELLER:

(Signature)

(Type/Print Name and Title/Position)

(Address)

(City, State, Zip)

(City Manager)