REQUEST FOR PROPOSAL
MIDWESTERN STATE UNIVERSITY
PURCHASING & CONTRACT MANAGEMENT DEPARTMENT
3410 Taft Blvd., Daniel Bldg., Rm. 202
Wichita Falls, TX. 76308

BID NUMBER	BID TITLE
735-18-8196	**Campus Lighting Additions**

BIDS WILL BE RECEIVED BY SEALED BID OR EMAIL UNTIL:
2:00 P.M.,
March 20, 2018
the office's of the Director of Purchasing & Contract Management,
3410 Taft Blvd., Daniel Bldg., Rm. 202
Wichita Falls, TX. 76308

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to Midwestern State University (herein after referred to as "University") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid and Request for Quotes.

INSTRUCTIONS FOR SUBMITTING BIDS

Review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.

Questions requiring only clarification of instructions or specifications will be handled through the email process. If any questions results in a change or addition to this Bid, the change(s) and addition(s) will be addressed to all vendors involved as quickly as possible in the form of an addendum. It is the responsibility of the bidder to view the posting on the MSU purchasing web page located at http://mwsu.edu/purchasing/.

Sign the **Vendor's Affidavit Notice** and return with your bid.

BIDDERS SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET. In the event of inclement weather and the University Offices are officially closed on a bid opening day, bids will be received until 2:00 p.m. of the next business day. At which time said bids will be privately opened.

BIDS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

SUCCESSFUL VENDOR WILL BE NOTIFIED BY EMAIL OR MAIL. All responding vendors will receive written notification regarding the outcome of the award. Bid tabulations will be posted to the MSU Purchasing we page.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR THIS BID. ITEMS BELOW APPLY TO AND BECOME PART OF TERMS AND CONDITIONS OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. Each bid shall be emailed or placed in a separate envelope completely and properly identified with the name and number of bid. Bids must be in the Purchasing Office **BEFORE** the hour and date specified.

2. **QUOTE F.O.B. DESTINATION.** If otherwise, show exact cost to deliver. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increase will not be considered.

3. Bids **MUST** give full firm name and address of the bidder. Failure to manually sign bid will disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.

4. Bids **CANNOT** be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening without the approval by the Vice-President of Administration & Finance based on a written acceptable reason.

5. The University is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN BID.**

6. Any catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-**NOT** restrictive-it is to indicate type and quality desired unless otherwise indicated. Bids on brand of like nature and quality will be considered. If bid is based on other than referenced specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified.

7. Samples, when requested, must be furnished free of expense to the University. If not destroyed in examination, they will be returned to the bidder on request, at his

expense. Each sample should be marked with bidder's name, address, and University bid number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO BID.**

8. **Delivery:** Bid must show number of days required to make delivery to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie. Un realistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m., unless prior approval for late delivery has been obtained from the Director of Purchasing.

9. If delay is foreseen, contractor shall give written notice to Director of Purchasing. The University has the right to extend delivery date if reasons appear valid. Contractor must keep University advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the University to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

10. All items proposed shall be new, in first class condition suitable for shipment and storage (Midwestern State University prefers recycled packaging whenever possible), unless otherwise indicated in bid. Verbal agreements to the University will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory materials will be returned at Seller's expense.

11. Written and verbal inquires pertaining to bids must give Bid Number and Commodity.

12. No substitutions or cancellations permitted without written approval of Director of Purchasing.

13. The University reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award to the Bidder that bids to the Best Value to the University. The University reserves the right to award by item or by total bid. Prices should be itemized.

14. Consistent and continued tie bidding could cause rejection of bids by the University and/or investigation for Anti-Trust violations.

15. The contractor agrees to protect the University from claims involving infringement of patents or copyrights.

16. This is a Quotation inquiry only and implies no obligation on the part of the University. All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this BID in excess of the amounts quoted.

17. **Award:** A written purchase order or notice of award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in this package results in a binding contract without further action by either party.

18. **Variation in Quantity:** The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

19. **Invoicing:** Bidder shall submit two (2) copies of an itemized invoice shoeing bid number and purchase order number to:

Midwestern State University
Accounts Payable
3410 Taft Blvd.
Wichita Falls, TX. 76308

20. **Payments:** The University, after receipt of completed order will make payment to the contractor within 30 days from the receipt of goods or invoice which ever is later. All partial shipment must be pre-approved by the Director of Purchasing. In the event of partial shipments the University is not required to make payments until the order is complete. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by the University.

21. **Discrimination:** In order to comply with the provisions of fair employment practices, the contractor agrees as follows; 1.) the contractor will not discriminate against any employee or applicant for employment because of race, sex, religion, handicap, or national origin; 2.) in all solicitations or advertisements for employees, the contactor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3.) the contractor will furnish such relevant information and reports as request by the University for the purpose of determining compliance with these regulations; and 4.) failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.

22. **Assignment:** Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party without the written consent of the other party in the contract.

23. **Other Remedies:** In addition to the remedies stated herein, the University has the right to pursue other remedies permitted by law or in equity.

24. **E-Verify**: Contractor is responsible to verify all employees are approved by The Homeland Security E-Verify program.

25. **Bonds**: For construction type awards, if bids are over $25,000 a payment bond will be required if awarded the contract. A performance bond will be required if award is over $100,000.

REQUEST FOR PROPOSAL

CAMPUS LIGHTING ADDITIONS
MIDWESTERN STATE UNIVERSITY

It is the intent of these specifications to describe the minimum requirements for **the above titled project** at Midwestern State University in sufficient detail to secure comparable bids.

Each bidder must confirm he fully understands these specifications and the University's needs and satisfies himself that he is cognizant of all factors relating to requirements contained in these specifications.

The bid analysis will include compliance to bid specifications, past performance with vendor, references, delivery time, which will have a weighted average of 30 percent and the overall cost to the university, which will have a weighted average of 70 percent. Midwestern State University reserves the right to consider deviations from these specifications.

Award of this bid will be contingent on availability of Midwestern State University funds.

References shall be included on this bid form. Three current customers with a comparable purchase shall be listed with complete name, address, telephone number and contact person.

Bids must be submitted on this form and the bidder shall return the entire bid/specification package which will constitute a contract equally binding between the bidder and Midwestern State University if bids accepted by the University. Each bid shall be placed in a sealed envelope or emailed, signed by a person having the authority to bind his/her firm in a contract.

This contract shall remain in effect until completion and acceptance by the University. Midwestern State University 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 University in the event of breach or default if this contract. Midwestern State University reserves the right to terminate the contract immediately in the event the successful bidder fails to make delivery in accordance with the specifications.

Questions concerning these specifications should be directed via email no later than March 12, 2018 to:

Stephen Shelley, Director of Purchasing and Contract Management
3410 Taft Blvd. Daniel Bldg. Rm. 202
Wichita Falls, TX. 76308
stephen.shelley@mwsu.edu
(940) 397-4110

Midwestern State University may in it's sole discretion respond in writing to questions concerning this bid request. Only MSU responses made by formal written addendum to this proposal shall be binding and shall be posted on the MSU purchasing web site located at http://mwsu.edu/purchasing/. Oral or other written interpretations or clarifications shall be without legal effect.

All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exception and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Midwestern State University 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 University.

PRE-BID MEETING: A pre-bid meeting will be held at **1:30 p.m. on Thursday, March 1, 2018 in the Daniel Building Conference room**, Midwestern State University, 3410 Taft Blvd., Wichita Falls, Texas.

Proposals are to be sent via email or hand delivered to:

Stephen Shelley, Director of Purchasing and Contract Management
3410 Taft Blvd. Daniel Bldg. Rm. 202
Wichita Falls, TX. 76308
stephen.shelley@mwsu.edu
(940) 397-4110

SPECIFICATIONS
RFP #735-18-8196

Please see specifications and drawing at the below Link under current bid opportunities listed under the RFP number:
http://mwsu.edu/purchasing/

~~Please supply a HUB Subcontracting Plan with your bid, which can be found at the below listed link:~~
~~http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/~~

Please supply schedule and lead time for project with bid:

Supply an insurance certificate with your Bid.

Supply a W-9 With your Bid if new to Midwestern State University.

2010 Uniform General Conditions apply to this Bid and can be found at the below listed link:
http://mwsu.edu/purchasing/contract-management

SECURITY LIGHTING

SCOPE OF WORK

DESCRIPTION:

Midwestern State University is requiring the installation of new security lighting. The new lighting fixtures are to be installed as defined in the following scope:

1) Provide pricing for the installation of new security lighting, see attached drawings and cut sheets for locations and information on poles and fixtures. Verify exact locations with owner. Note Owner to supply the GE Evolve fixture ONLY for the new pole at the west end of the Football Administration parking lot (see page 6 of the "Security Lighting 2-1-2018.PDF" file for location).

2) Provide alternate pricing per location to replace the existing poles and fixtures at Moffett Library.

3) The contractor is responsible for providing a three working day notification to owner prior to any digging operations to allow owner to mark known underground utilities. The contractor is also responsible for contacting TEXAS 811to locate utilities at the dig site. The contractor is responsible for keeping the utility markings up to date with TEXAS 811 and visible for the duration of the digging.

4) The contractor is responsible for any damage to underground utilities if the drawings and/or surface markings identify utilities near the dig site. The contractor is responsible for keeping up the identifying utilities surface markings. The contractor is not responsible for damage to underground utilities that are not shown on drawings and/or not identified on the surface.

5) The contractor shall install burial warning tape 6" below grade when backfilling ditches used for all buried electrical conduit. All junction boxes and hand holes shall be in accordance with MSU Construction standards.

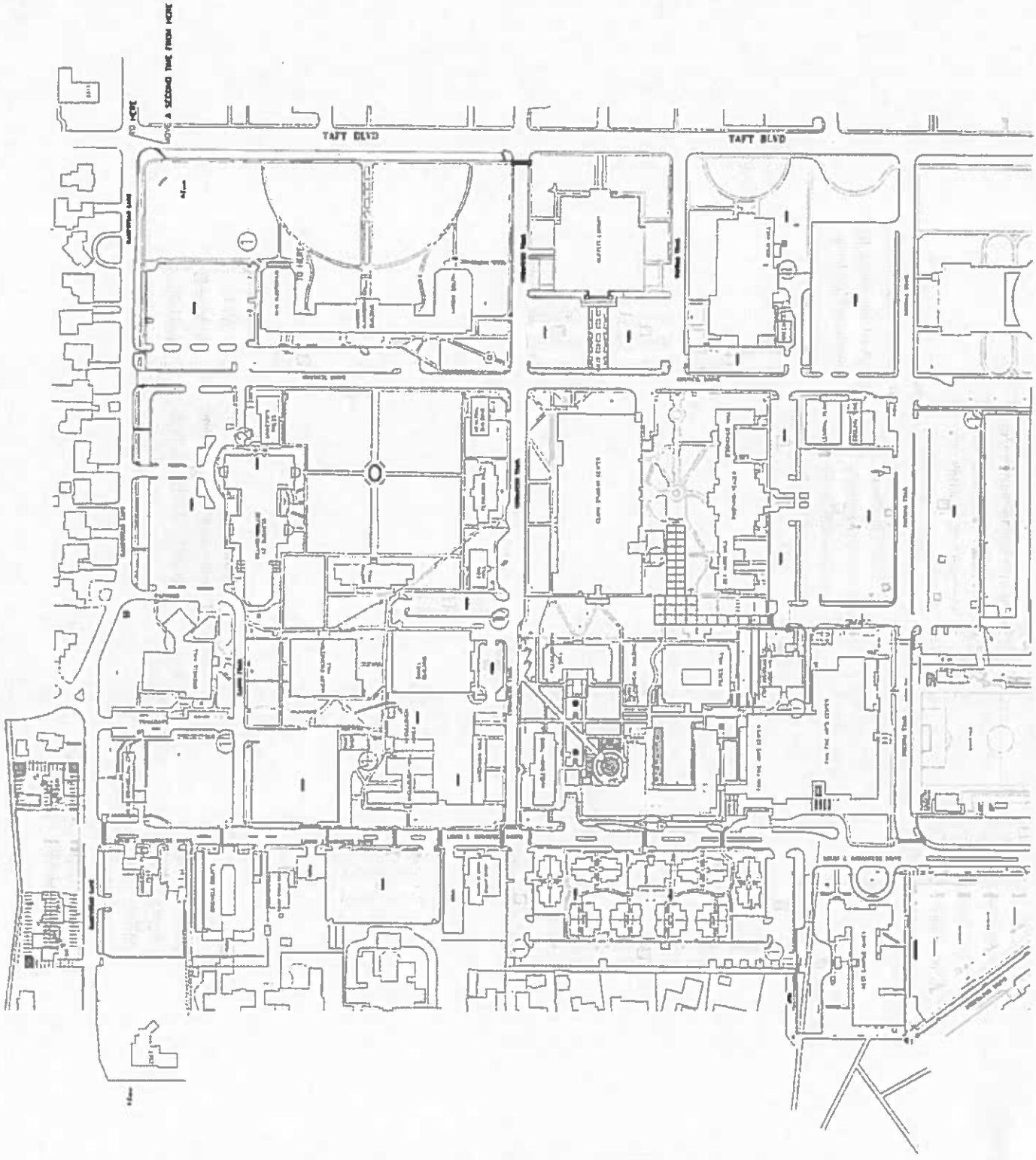
6) All material shall be in accordance with MSU Construction Standards, approved by owner and supplied by the contractor.

All work and materials shall be in accordance with the following MSU Construction Standards:

00 00 00	General Conditions
01 25 00	Substitution Form
01 78 36	Warranty Form
26 05 00	Common Work Results for Electrical
26 05 19	Low-Voltage Electrical Power Conductors and Cables
26 05 33	Raceways and Boxes for Electrical Systems
26 05 43	Underground Ducts and Raceways for Electrical Systems

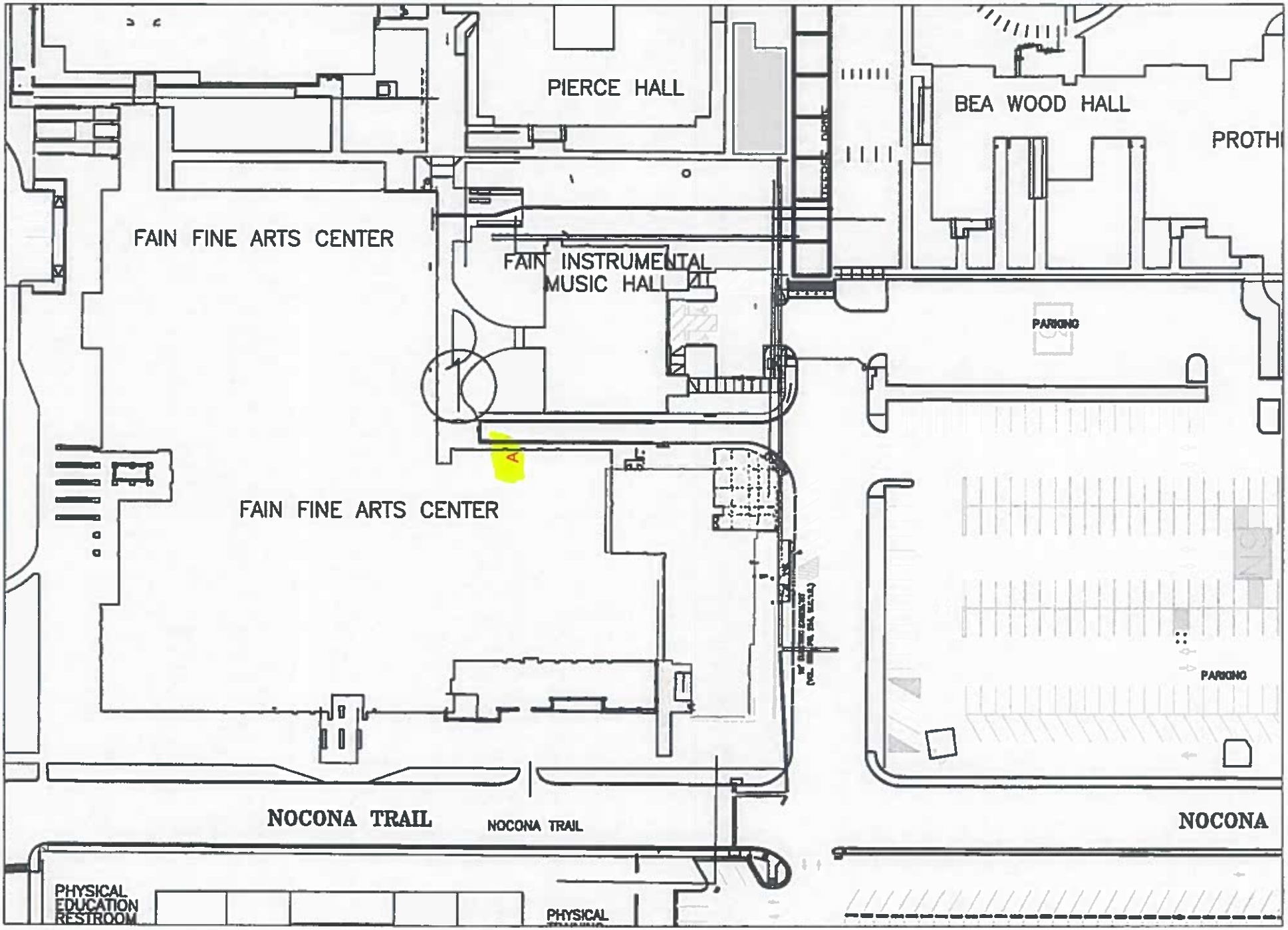
SCHEDULE:

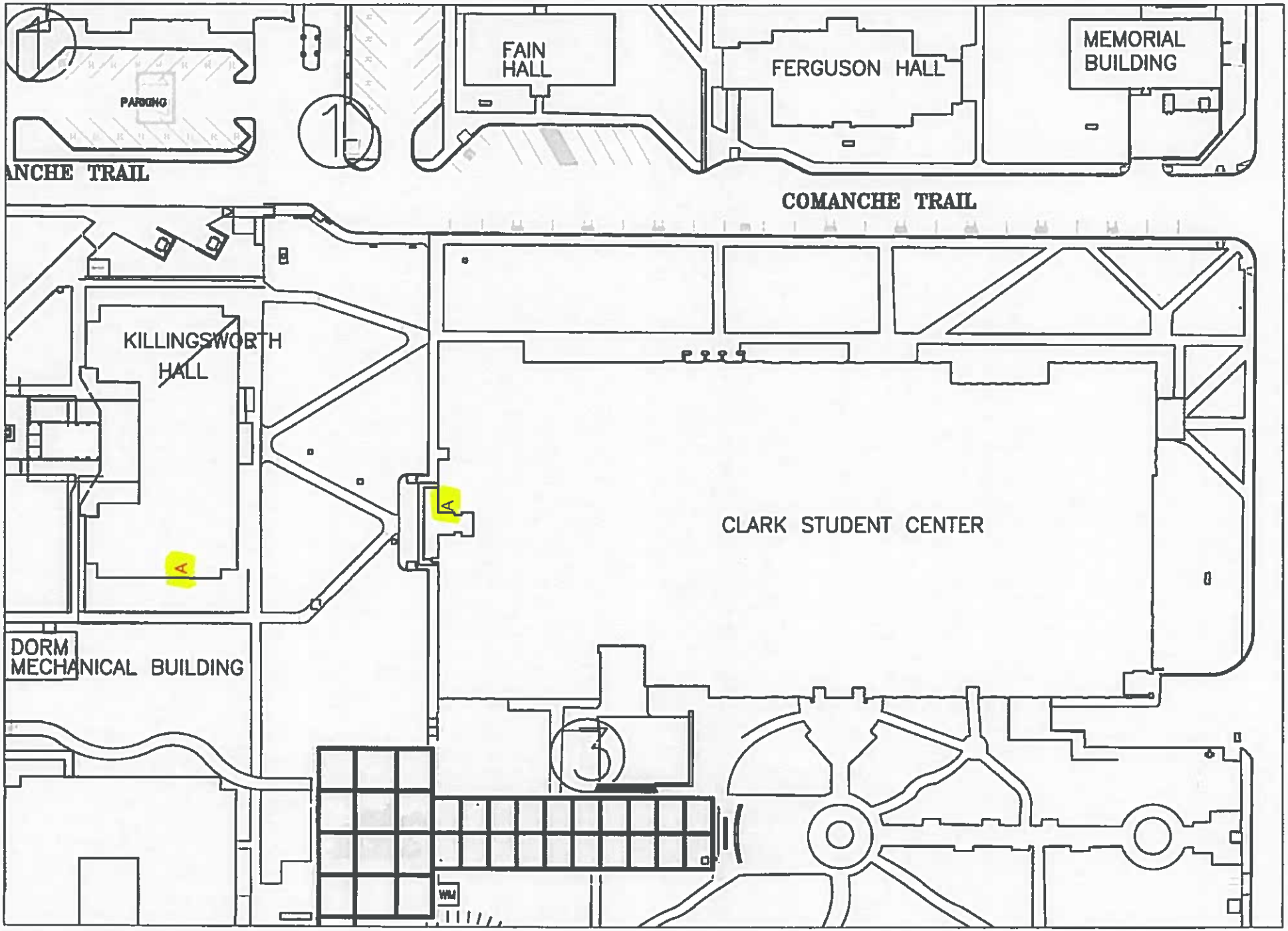
The date for beginning the installation shall be April 2, 2018 and coordinated through the Owner. Construction activity shall have minimal effect on normal business activities of MSU. Students are not on campus May 14 through June 1; recommend scheduling disruptive work during this time if it is necessary. The Contractor shall complete all of their work, including punch list items, on or before June 29, 2018. If material lead times prevent the project from being completed by the designated date, the contractor shall provide an updated completion date with their bid submission.

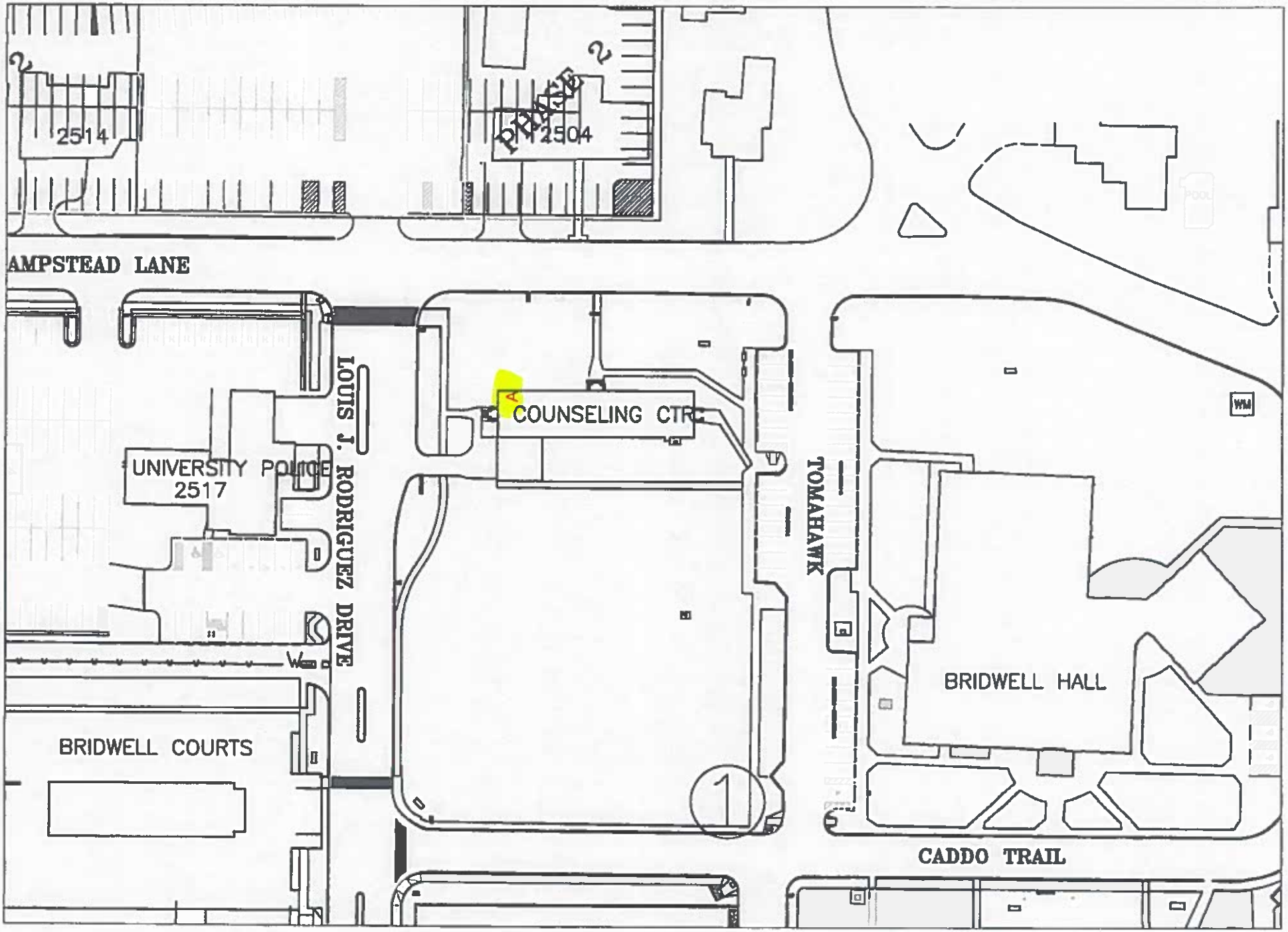


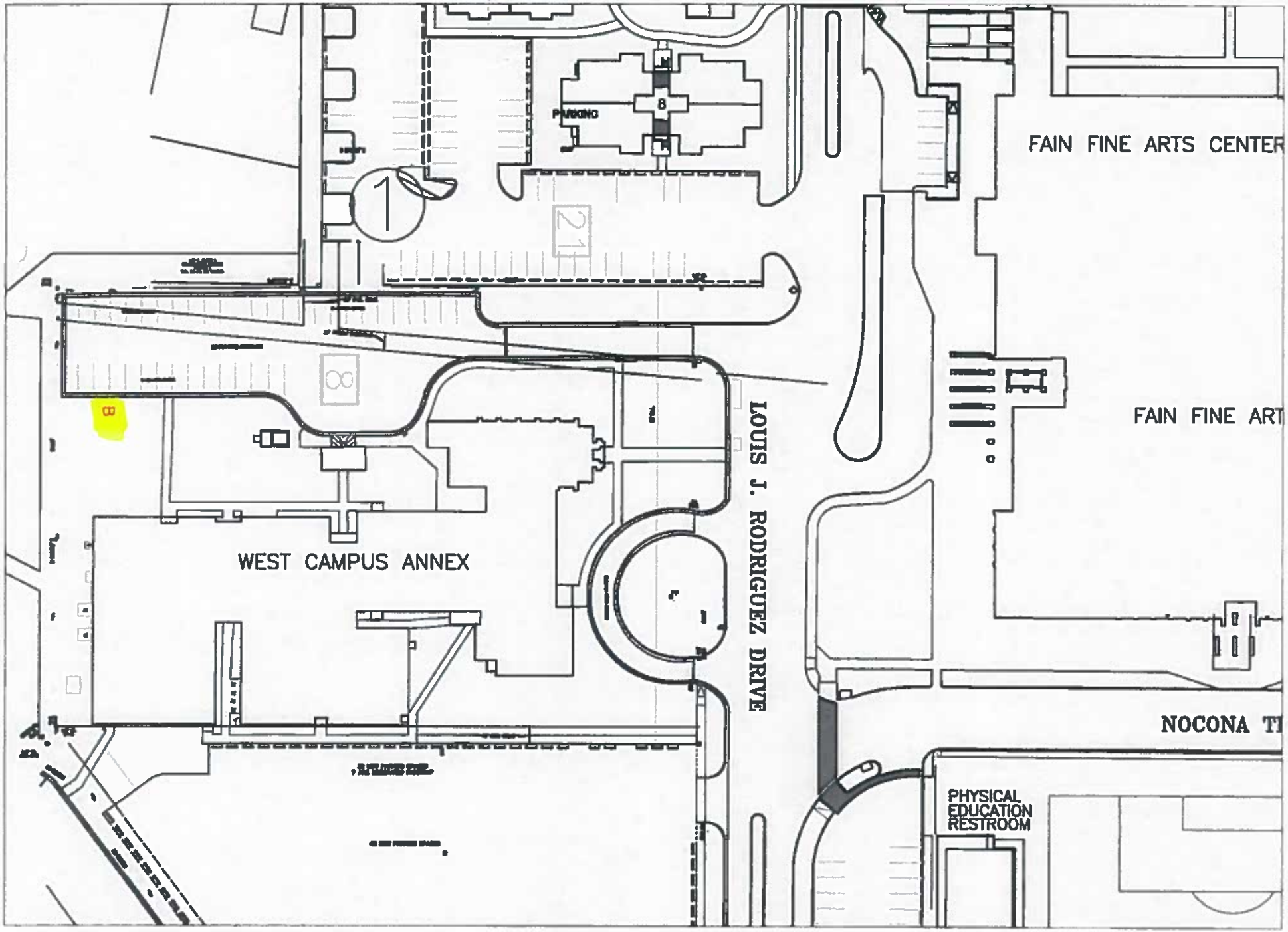
MIDWESTERN STATE UNIVERSITY
CAMPUS PLAN

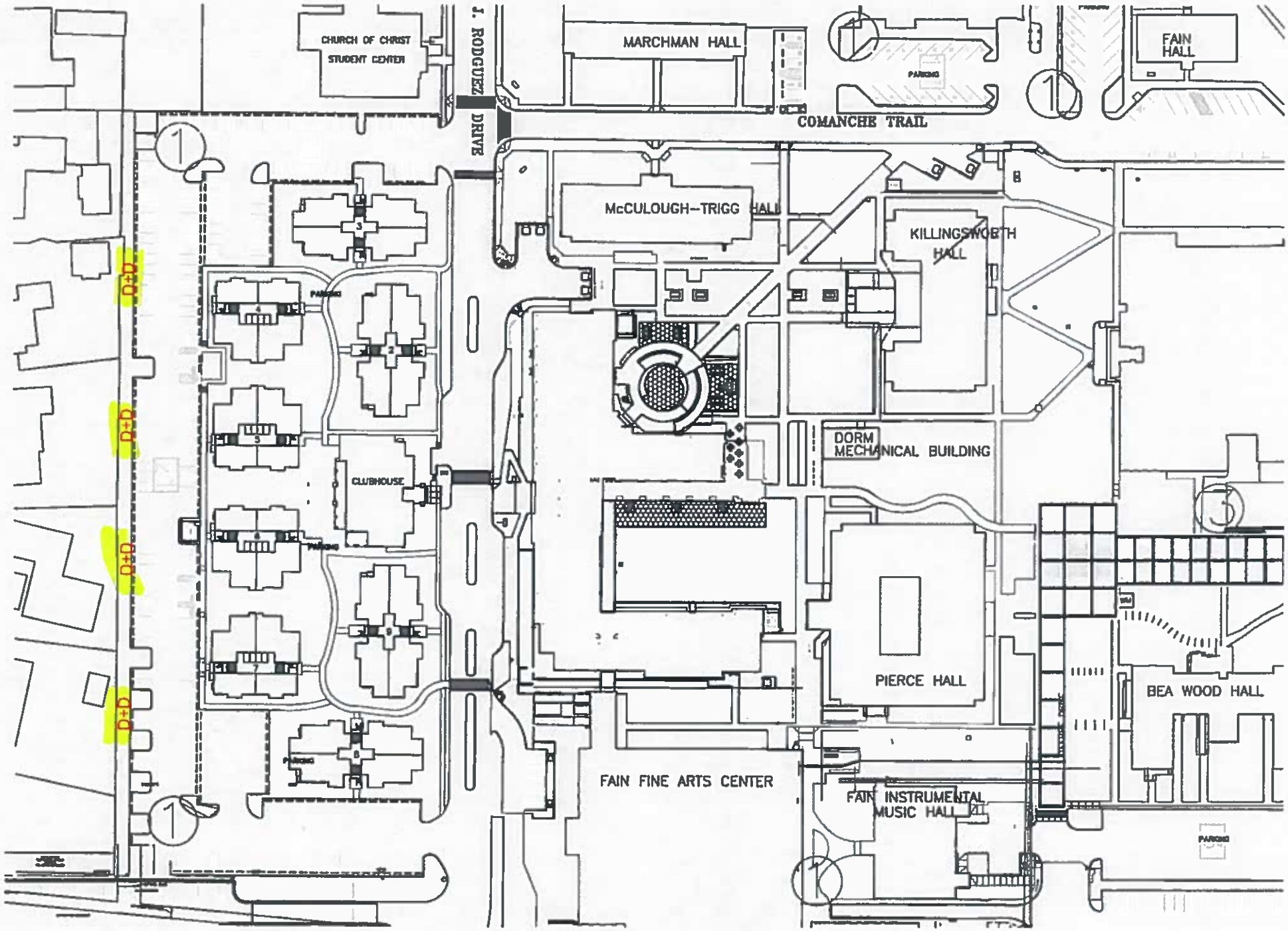
COUNCIL DRIVE
PARKING
GREENHOUSE
PARKING
PARKING
BOLIN HALL
A
A
WIGWAM TRAIL
TAFT BLVD
PARKING

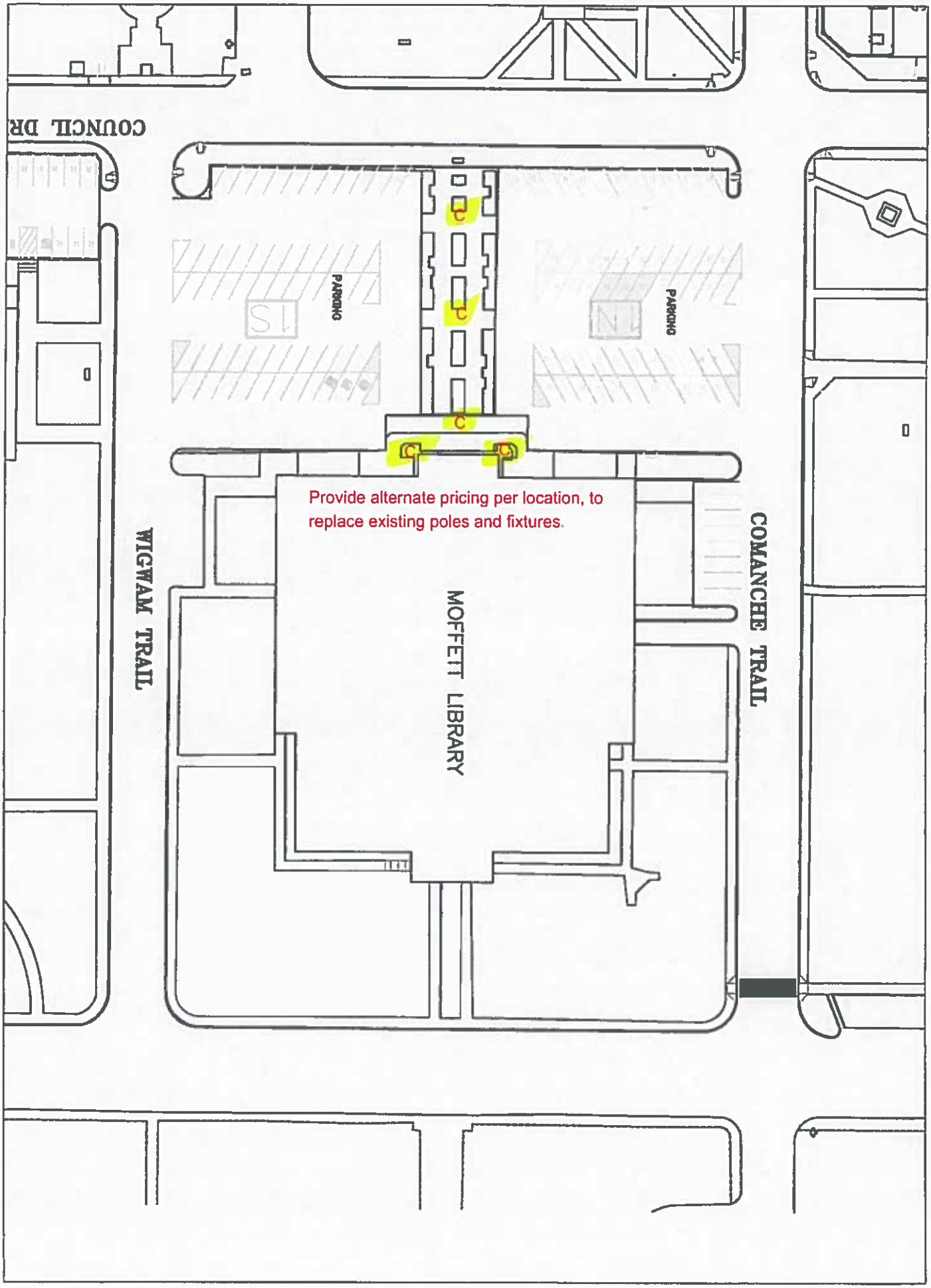

PIERCE HALL
BEA WOOD HALL
PROTH
FAIN FINE ARTS CENTER
FAIN INSTRUMENTAL
MUSIC HALL
PARKING
A
FAIN FINE ARTS CENTER
PARKING
NOCONA TRAIL
NOCONA TRAIL
NOCONA
PHYSICAL
EDUCATION
RESTROOM
PHYSICAL


PARKING
FAIN HALL
FERGUSON HALL
MEMORIAL BUILDING
ANCHE TRAIL
COMANCHE TRAIL
KILLINGSWORTH HALL
CLARK STUDENT CENTER
DORM MECHANICAL BUILDING

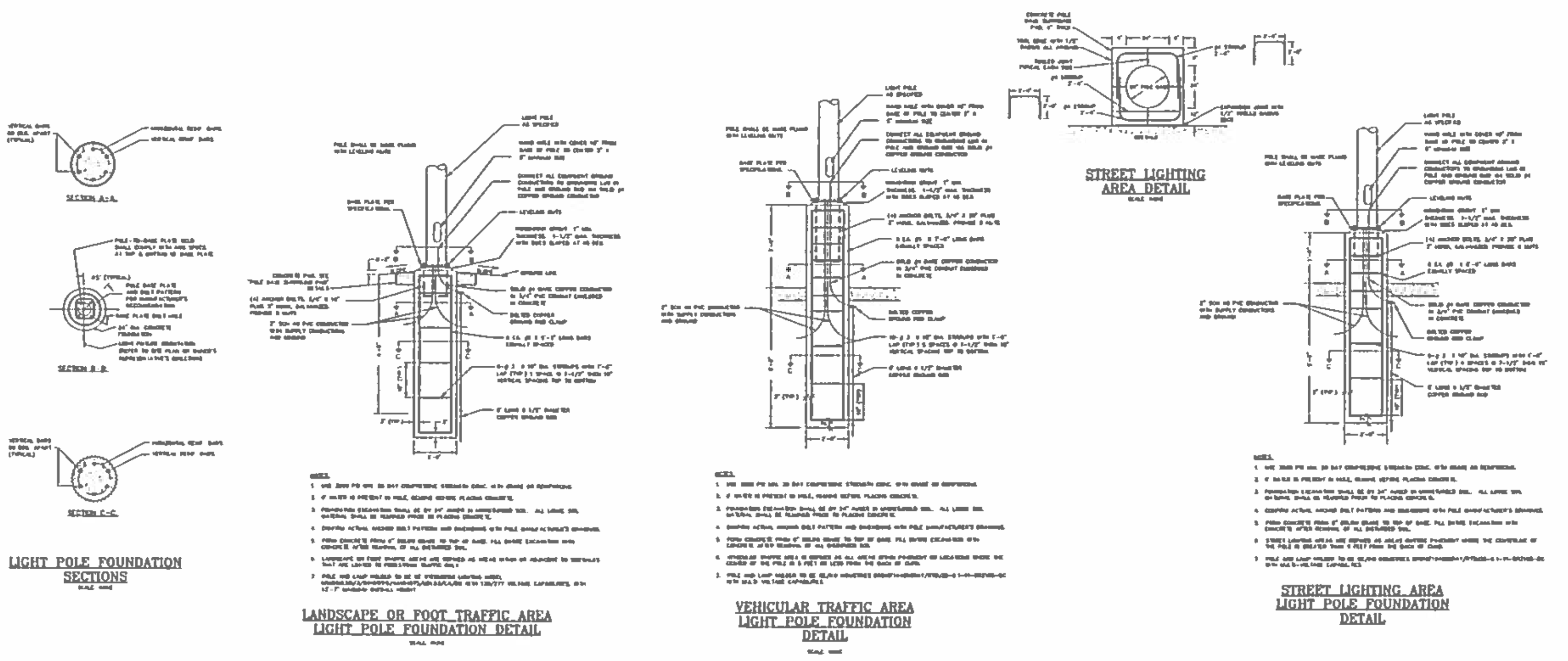

2514
2504
AMPSTEAD LANE
LOUIS J. RODRIGUEZ DRIVE
COUNSELING CTR
UNIVERSITY POLICE
2517
TOMAHAWK
BRIDWELL HALL
BRIDWELL COURTS
CADDO TRAIL


FAIN FINE ARTS CENTER
FAIN FINE ART
LOUIS J. RODRIGUEZ DRIVE
WEST CAMPUS ANNEX
NOCONA TI
PHYSICAL EDUCATION RESTROOM
PARKING
8
1
21
8


CHURCH OF CHRIST
STUDENT CENTER
J. RODRIGUEZ DRIVE
MARCHMAN HALL
COMANCHE TRAIL
FAIN HALL
McCULOUGH–TRIGG HALL
KILLINGSWORTH HALL
DORM MECHANICAL BUILDING
CLUBHOUSE
PIERCE HALL
BEA WOOD HALL
FAIN FINE ARTS CENTER
FAIN INSTRUMENTAL MUSIC HALL
D+D
D+D
D+D
D+D


COUNCIL DR
PARKING
PARKING
Provide alternate pricing per location, to replace existing poles and fixtures.
WIGWAM TRAIL
MOFFETT LIBRARY
COMANCHE TRAIL

LIGHT FIXTURE/ POLE SCHEDULE				
DESIGNATION	MANUFACTURER	FIXTURE / POLE	VOLTAGE	MOUNTING ACCESSORES
A	LITHONIA	TWR2LED150KMVOLTDDB	MVOLT	Tork 2100 Series Control
B	GE/KW INDUSTRIES	ERS10F1X40DGRAY / RTSU25-6.1-11-BRZ18S-BC	MVOLT	
C	STERNBERG LIGHTING	MS805BLED/3/8410TFP6/4A1R45T5/MDL03/CA/DB	120-277	
D	RAB	FFLED26SF	120-277	BULL2/BRAD3



TYPICAL LIGHTING NOTES

CAUTION!!! – UNDERGROUND UTILITIES!!!

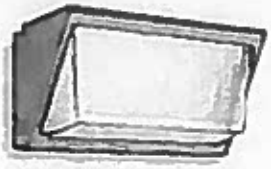
IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION, TO TAKE NECESSARY PRECAUTIONS TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER/OWNER PROMPTLY OF ALL CONFLICTS WITH THE PROPOSED WORK. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXIST UTILITIES AND FACILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE TO THESE FACILITIES BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT HIS/HER SOLE EXPENSE. FACILITIES OWNED BY THE ENTITIES LISTED BELOW ARE KNOWN TO BE LOCATED ON OR IN CLOSE PROXIMITY TO THE WORK AREA OF THIS PROJECT. ADDITIONAL FACILITIES OWNED BY OTHERS MAY ALSO BE AFFECTED. CONTACT ALL POSSIBLE UTILITY AND UNDERGROUND FACILITY OWNERS.

CITY OF WICHITA FALLS UTILITY OPERATIONS	(940) 761-4333
AT&T	(940) 700-7217
TEXAS DEPARTMENT OF TRANSPORTATION	(940) 720-7700
ONCOR ELECTRIC DELIVERY	(940) 700-5460
UNDERGROUND FACILITIES LOCATOR SERVICE	(800) 344-8377
ATMOS ENERGY	(940) 866-7603

CORLETT, PROBST & BOYD, P.L.L.C.

MIDWESTERN STATE UNIVERSITY
STANDARD LIGHT POLE FOUNDATION DESIGN

SHEET 1 OF 1



TWR2 LED
LED Wall Luminaire

Catalog Number

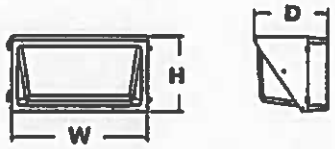
Name

Type

Hit the Tab key or mouse over the page to see all interactive elements

Specifications

Width:	17" (43.2 cm)
Height:	9" (22.9 cm)
Depth:	9-5/16" (23.6 cm)
Weight:	17.2 lbs (7.8 kg)



Introduction

The popular TWR2 luminaire is now available with long-lasting, energy-efficient LED technology. Featuring a classic dayform, the TWR2 LED offers a traditional appearance and is powered by advanced LEDs.

The TWR2 LED luminaire is powerful yet energy efficient, capable of replacing up to a 400W metal halide luminaire while saving up to 82% in energy costs. Offering an expected service life of more than 20 years, the TWR2 LED eliminates frequent lamp and ballast replacements associated with traditional technologies.

Ordering Information

EXAMPLE: TWR2 LED 1 50K MVOLT DDB

TWR2 LED				
Series	Performance Package	Color Temperature	Voltage	Finish
TWR2 LED	1 6,979 lumens	50K 5000 K[1]	MVOLT[2]	DDB Dark Bronze

NOTES

1. Correlated color temperature (CCT) shown is nominal per ANSI C78.377-2008.
2. MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).

FEATURES & SPECIFICATIONS

INTENDED USE
The TWR2 LED combines traditional wall pack design with high-output LEDs to provide an energy-efficient, low maintenance LED wall pack suitable for replacing up to 400W MH fixtures. The traditional shape helps maintain building aesthetics when replacing only a portion of your building's wall packs. TWR2 LED is ideal for outdoor applications such as carports, loading areas, driveways and parking areas.

CONSTRUCTION
Rugged cast aluminum housing with bronze polyester powder paint for lasting durability. Door is hinged on the side so door swings out of the way during installation and service. Castings are sealed with a one piece gasket to inhibit the entrance of external contaminants. MVOLT driver operates on any line voltage from 120-277V (50/60Hz). 10kV surge protection included. Rated for outdoor installations, -40°C minimum ambient.

OPTICS
High performance LEDs maintain up to 86% of light output at 100,000 hours of service life (L86/100,000 hours). Prismatic glass lens designed for superior lighting distribution, uniformity and fixture spacing. See Lighting Facts label and photometry reports for specific fixture performance.

INSTALLATION
Designed for wall mounting above four feet from ground. Housing is configured for mounting directly over a standard 4" outlet box (by others) or for surface wiring via any of three convenient 1/2" threaded conduit entry holes.

LISTINGS
UL Listed to U.S. and Canadian safety standards for wet location use. Tested in accordance with IESNA LM-79 and LM-80 standards.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org to confirm which versions are qualified. Note: TWR1 LED 1 40K/50K MVOLT qualified only for 120V applications.

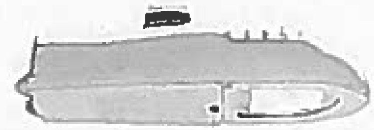
WARRANTY
Five-year limited warranty. Full warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

LITHONIA LIGHTING.
One Lithonia Way • Conyers, Georgia 30012 • Phone: 800.279.8041 • Fax: 770.918.1209 • www.lithonia.com

Ordering Number Logic

Evolve™ LED Streetlight (ERS1)



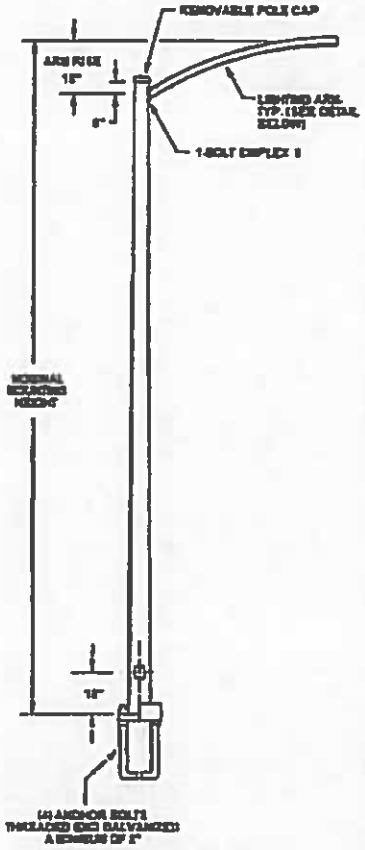
E R S 1 _ _ _ _   _   _ _   _ _   _   _ _   _   _ _ _ _   _ _ _

PROD ID	VOLTAGE	LUMEN OUTPUT	DISTRIBUTION	DRIVE CURRENT	CCT	CONTROLS	COLOR	OPTIONS
E = Evolve R = Roadway S = Scalable 1 = Single Module	0 = 120-277* 1 = 120 2 = 208 3 = 240 4 = 277 5 = 480 D = 347 H = 347-480* * Not available with Fusing. Must choose a descreet voltage with F option.	10 11 13 14 15 See Data Table for more information	A1 = Extra Narrow Asymmetric B1 = Narrow Asymmetric Medium C1 = Asymmetric Short D1 = Asymmetric Forward E1 = Asymmetric Medium F1 = Asymmetric Wide G1 = Asymmetric Extra Wide See Data Table for more information	X = Not Applicable	30 = 3000K 40 = 4000K	A = ANSI C136.41 7 pin D = ANSI C136.41 7 pin receptacle with Shorting Cap E = ANSI C136.41 7 pin Receptacle with non Dimming PE Control * * PE Control Only available for 120-277V or 480V Descrete. Not available for 347 480V or 347V Descrete NOTE: Dimming controls wired for 0-10V standard unless DAL option "U" requested	GRAY = Gray BLCK = Black DKBZ = Dark Bronze	F = Fusing G = Internal Bubble Level L = Tool Less Entry R = Optional Secondary Enhanced Surge Protection (10kV/5kA) T = 20kV/10kA Surge Protection per IEEE/ANSI C62.41.2 2002 I U = Universal DAL Programmable~^ V = Coastal Finish* XXX = Special Options * Recommended for installations within 1 mile from the coast. Contact Factory for Lead Time ~ Compatible with LightGrid 2.0 nodes. ^Not available at 347V 480V or 347-480V

PRODUCT ID	LUMEN OUTPUT	DISTRIBUTION	TYPICAL INITIAL LUMENS		TYPICAL SYSTEM WATTAGE	BUG RATING		IES FILE NUMBER	
			4000K	3000K		4000K	3000K	4000K	3000K
ERS1	10	A1	9500	9200	90	B3-U0-G2	B3-U0-G2	ERS1_10A1X40 IES	ERS1_10A1X30 IES
ERS1		B1	9800	9500		B1-U0-G1	B2-U0-G1	ERS1_10B1X40 IES	ERS1_10B1X30 IES
ERS1		C1	10000	9600		B2-U0-G1	B2-U0-G1	ERS1_10C1X40 IES	ERS1_10C1X30 IES
ERS1		D1	9800	9500		B2-U0-G2	B2-U0-G1	ERS1_10D1X40 IES	ERS1_10D1X30 IES
ERS1		E1	[illegible]	[illegible]		B2-U0-G2	B2-U0-G2	ERS1_10E1X40 IES	ERS1_10E1X30 IES
ERS1		F1	10000	9600		B2-U0-G2	B2-U0-G2	ERS1_10F1X40 IES	ERS1_10F1X30 IES
ERS1		G1	10000	9600		B2-U0-G2	B2-U0-G2	ERS1_10G1X40 IES	ERS1_10G1X30 IES
ERS1	11	A1	10900	10500	126	B3-U0-G2	B3-U0-G2	ERS1_11A1X40 IES	ERS1_11A1X30 IES
ERS1		B1	11200	10800		B3-U0-G2	B3-U0-G1	ERS1_11B1X40 IES	ERS1_11B1X30 IES
ERS1		C1	11500	11100		B2-U0-G2	B3-U0-G2	ERS1_11C1X40 IES	ERS1_11C1X30 IES
ERS1		D1	11200	10800		B2-U0-G2	B3-U0-G1	ERS1_11D1X40 IES	ERS1_11D1X30 IES
ERS1		E1	11500	11100		B3-U0-G2	B3-U0-G2	ERS1_11E1X40 IES	ERS1_11E1X30 IES
ERS1		F1	11500	11100		B3-U0-G2	B3-U0-G2	ERS1_11F1X40 IES	ERS1_11F1X30 IES
ERS1		G1	11500	11100		B3-U0-G2	B3-U0-G2	ERS1_11G1X40 IES	ERS1_11G1X30 IES
ERS1	13	A1	12500	11800	125	B3-U0-G2	B3-U0-G2	ERS1_13A1X40 IES	ERS1_13A1X30 IES
ERS1		B1	12700	12200		B3-U0-G2	B3-U0-G2	ERS1_13B1X40 IES	ERS1_13B1X30 IES
ERS1		C1	13000	12500		B3-U0-G2	B3-U0-G2	ERS1_13C1X40 IES	ERS1_13C1X30 IES
ERS1		D1	12700	12200		B3-U0-G2	B3-U0-G2	ERS1_13D1X40 IES	ERS1_13D1X30 IES
ERS1		E1	13000	12500		B3-U0-G2	B3-U0-G2	ERS1_13E1X40 IES	ERS1_13E1X30 IES
ERS1		F1	13000	12500		B3-U0-G2	B3-U0-G2	ERS1_13F1X40 IES	ERS1_13F1X30 IES
ERS1		G1	13000	12500		B3-U0-G2	B3-U0-G2	ERS1_13G1X40 IES	ERS1_13G1X30 IES
ERS1	14	A1	13500	13400	139	B3-U0-G3	B3-U0-G3	ERS1_14A1X40 IES	ERS1_14A1X30 IES
ERS1		B1	13700	13200		B3-U0-G2	B3-U0-G2	ERS1_14B1X40 IES	ERS1_14B1X30 IES
ERS1		C1	14000	13500		B3-U0-G2	B3-U0-G2	ERS1_14C1X40 IES	ERS1_14C1X30 IES
ERS1		D1	13700	13200		B3-U0-G2	B3-U0-G2	ERS1_14D1X40 IES	ERS1_14D1X30 IES
ERS1		E1	14000	13500		B3-U0-G2	B3-U0-G2	ERS1_14E1X40 IES	ERS1_14E1X30 IES
ERS1		F1	14000	13500		B3-U0-G2	B3-U0-G2	ERS1_14F1X40 IES	ERS1_14F1X30 IES
ERS1		G1	14000	13500		B3-U0-G2	B3-U0-G2	ERS1_14G1X40 IES	ERS1_14G1X30 IES
ERS1	15	A1	14800	13700	161	B3-U0-G3	B3-U0-G3	ERS1_15A1X40 IES	ERS1_15A1X30 IES
ERS1		B1	14700	14200		B3-U0-G2	B3-U0-G2	ERS1_15B1X40 IES	ERS1_15B1X30 IES
ERS1		C1	15000	14500		B3-U0-G2	B3-U0-G2	ERS1_15C1X40 IES	ERS1_15C1X30 IES
ERS1		D1	14700	14200		B3-U0-G2	B3-U0-G2	ERS1_15D1X40 IES	ERS1_15D1X30 IES
ERS1		E1	15000	14500		B3-U0-G2	B3-U0-G2	ERS1_15E1X40 IES	ERS1_15E1X30 IES
ERS1		F1	15000	14500		B3-U0-G2	B3-U0-G2	ERS1_15F1X40 IES	ERS1_15F1X30 IES
ERS1		G1	15300	14500		B3-U0-G2	B3-U0-G2	ERS1_15G1X40 IES	ERS1_15G1X30 IES

RTSU

Roadway Lighting Standard with Upsweep Luminaire Arm



Pole Shaft

The pole shaft is a one section design, each section being fabricated from standard 11 gauge (0.1196") steel. The pole shaft material is a weldable grade hot rolled commercial quality carbon steel with a guaranteed minimum yield strength of 55,000 psi after fabrication. Each section is one-piece construction with a full length longitudinal weld and is cylindrical in cross-section having a uniform taper of 0.14 inches of diameter change per foot of length.

Base Plate

The anchor base is fabricated from commercial quality hot rolled carbon steel plate that meets or exceeds a minimum yield strength of 36,000 psi. The anchor base telescopes the pole shaft and is circumferentially welded top and bottom. All welds are performed in accordance with the American Welding Society specification AWS D1.1, latest edition. Consult KW representative for non-standard dimensions.

Anchor Bolts

Anchor bolts are fabricated from commercial quality hot rolled carbon steel bar that meets or exceeds a minimum yield strength of 55,000 psi. Four properly sized anchor bolts, each with two regular hex nuts and washers, are furnished and shipped with all poles unless otherwise specified. Anchor bolts shall have the threaded end galvanized a minimum of 8 inches in accordance with ASTM A-153. Fully galvanized anchor bolts are available upon request.

Handhole

An oval reinforced gasketed handhole, having a nominal 4 " x 6.5 " inside opening, located at 1' - 6" above base, is standard on all poles. A grounding provision is located inside the handhole ring.

Finish

Standard - The exterior surface is cleaned with an alkaline rinse to remove surface contaminants and shot blasted to specifications as published by the Steel Structures Painting Council Standards SSPC-SP10 (near white). The exterior surface is chemically pretreated with an iron phosphate conversion coating then rinsed with ambient fresh water containing special surfactants and sealers forming a dry tight micro-crystalline coating. A polyester thermosetting powder coating applied to the surface of the substrate to a minimum of 3 mils is standard on all color finishes. The internal surface including the powder coated area at the base-end is coated with [illegible], a thermoplastic hydrocarbon resin system specially formulated for application over untreated steel surfaces, to a thickness of 3 mils. The internal coating shall contain special corrosion inhibitors and is capable of passing 1000 hours of salt spray exposure (ASTM B-117).

Series: RTSU - *Standard with Upsweep Luminaire*
Mounting Height: 25' Base Diameter: 6.8" Gauge 11
Finish: BRZ - *Standard - Bronze*
Arm: 28S - *Double Arm Luminaire* ≤ 2-8FT ARMS
Options: BC - *Base Cover*

Height (ft.)	Gauge	Handhole Size (in.)	Anchor Bolt (in.) x (in.) x (in.)	Bolt Circle (in.)	Ship WT. (lbs.)
25	11	4 x 6.5	1.0 x 36 x 4	10	190

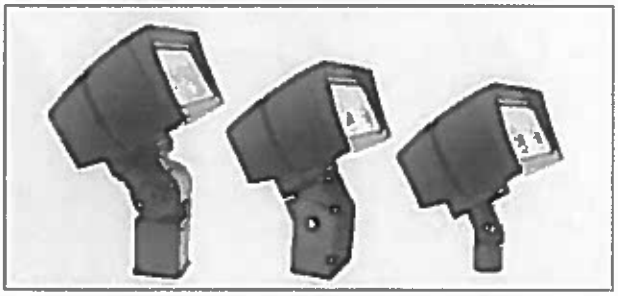
RTSU25-6.8-11-BRZ-28S-BC

View PDF Version Print This Page Email This Page

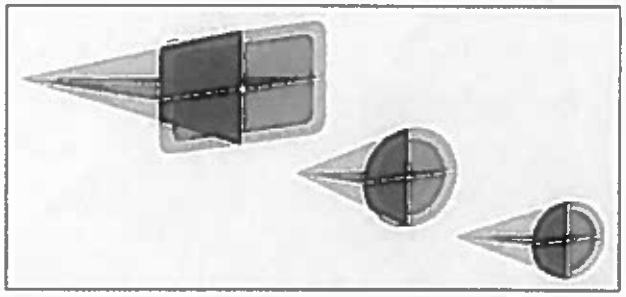
Generate New RTSU Logic Choose Different Pole Type Main Menu

FFLED®

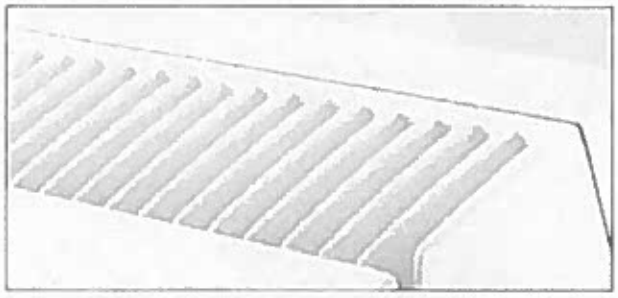
- Replace 35W to 250W metal halide floods
- Available in 18W, 26W, 39W, 52W and 80W
- NEMA Type 7x6 beam spread (4x4 or 5x5 distributions also available*)
- Ultra efficient: up to 112 lumens per Watt
- Swivel arm, trunnion mount and slipfitter mount options*
- 100,000-Hour LED lifespan



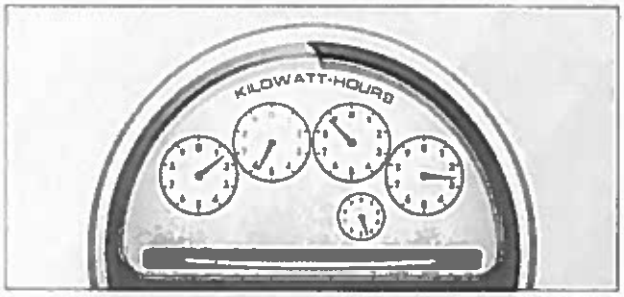
Three mounting options: standard swivel arm, trunnion or slipfitter.*



Three NEMA Types: 7x6, 5x5 and 4x4 for various beam spreads *



Patent-pending Air-Flow fins keep FFLEDs running cool.

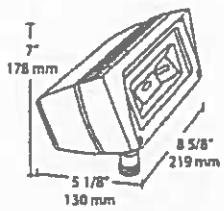


The FFLED family is ultra efficient, performing at up to 112 lm/W.

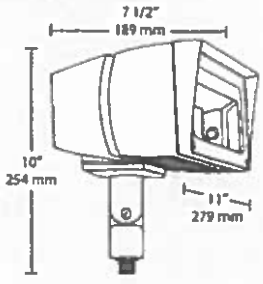
Not available for 18W models.

Dimensions and weight

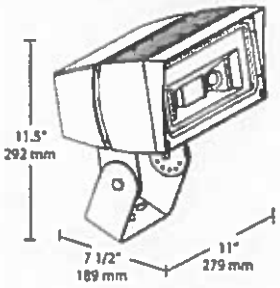
FFLED18
Weight: 4.8 lbs.



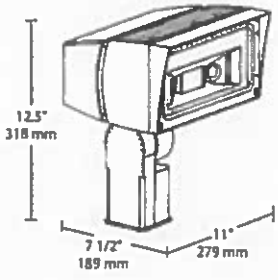
STANDARD SWIVEL ARM
Weight: 12.5 lbs.



OPTIONAL TRUNNION MOUNT
Weight: 14.2 lbs



OPTIONAL SLIPFITTER MOUNT
Weight: 14.2 lbs.



FFLED* Specifications

UL Listing: Suitable for wet locations Suitable for ground mounting.

LED: Multi-chip, high-output, long-life LEDs

Lifespan: 100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

Drivers:
18W: Constant Current, Class 2, 100-277V, 50/60 Hz, 6 kV surge protection, 120V: 0.20 A, 208V: 0.15 A, 240V: 0.13 A, 277V: 0.11 A
26W: Constant Current, Class 2, 100-277V, 50/60 Hz, 6 kV surge protection, 120V: 0.24 A, 208V: 0.15 A, 240V: 0.13 A, 277V: 0.11 A, 480V: 0.06 A
39W: Constant Current, Class 2, 100-277V, 50/60 Hz, 6 kV surge protection, 120V: 0.35 A, 208V: 0.20 A, 240V: 0.18 A, 277V: 0.15 A, 480V: 0.08 A
52W: Constant Current, Class 2, 100-277V, 50/60 Hz, 6 kV surge protection, 120V: 0.45 A, 208V: 0.27 A, 240V: 0.24 A, 277V: 0.21 A, 480V: 0.13 A
80W: Constant Current, Class 2, 100-277V, 50/60 Hz, 6 kV surge protection, 120V: 0.74 A, 208V: 0.48 A, 240V: 0.41 A, 277V: 0.36 A

Equivalencies: 18W replaces 70W MH, 26W replaces 100W MH, 39W replaces 150W MH, 52W replaces 175W MH, 80W replaces 250W MH
(based on 5000K performance)

5000K Color Temperature					
Nominal Watts @120V	**18W**	**26W**	**39W**	**52W**	**80W**
Input Watts*	23	29	42	55	89
Output Lumens*	2310	4131	5666	6935	9672
Lumens Per Watt*	100	142	136	125	109
Color Accuracy (CRI)*	72	71	70	71	72
4000K Color Temperature					
Nominal Watts @120V	**18W**	**26W**	**39W**	**52W**	**80W**
Input Watts*	23	29	42	56	88
Output Lumens*	2119	4061	5651	6917	9157
Lumens Per Watt*	92	143	134	124	104
Color Accuracy (CRI)*	82	71	70	71	72
3000K Color Temperature					
Nominal Watts @120V	**18W**	**26W**	**39W**	**52W**	**80W**
Input Watts*	23	29	42	56	87
Output Lumens*	2042	3864	5509	6743	8591
Lumens Per Watt*	88	135	131	121	98
Color Accuracy (CRI)*	82	71	70	70	71

Dimming: 18W: Available as On/Off only. 26, 39, 52 and 80W: Available as On/Off or with 0-10V dimming.

Cold Weather Starting: The minimum starting temperature is -40°C.

Thermal Management: Superior heat sinking with external Air-Flow fins

Housing: Die-cast aluminum housing, lens frame and mounting arm

Reflector: 18W: Semi-specular anodized aluminum. 26, 39, 52 and 80W: specular polycarbonate.

NEMA Type: Standard 7H x 6V. 5H x 5V and 4H x 4V available for 26, 39, 52 and 80W models

Mounting: Heavy-duty mounting arm with "O" ring seal & stainless steel screws. Trunnion and slipfitter mounts also available for 26, 39, 52 and 80W models.

Gaskets: High-temperature silicone gaskets

Finish: Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contain no VOC or toxic heavy metals.

Color Stability: LED color temperature warrantied not to shift more than 200K in CCT in 5 years

Color Uniformity: RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2015.

Green Technology: Mercury and UV free, and RoHS compliant. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals

IESNA LM-79 & LM-80 Testing: RAB LED luminaires have been tested in accordance with IESNA LM-79 and LM-80, and have received the Department of Energy "Lighting Facts" label.

California Title 24: FFLED18 and FFLED26 equipped with a photocell comply with 2013 California Title 24 building and electrical codes as commercial outdoor non-pole-mounted fixtures <30 Watts. FFLED39, FFLED52 and FFLED80 equipped with a 0-10V driver comply with 2013 California Title 24 building and electrical codes as commercial outdoor non-pole-mounted fixtures >30 Watts mounted up to 24 feet when used with the RAB Stealth Dimmer. Use catalog code STLDIM10 to order a Stealth Dimmer module .

** Values shown for 7H x 6V NEMA type only. Visit rabweb.com for 5H x 5V and 4H x 4V performance*

Ordering information

Product Family	Wattage	Mounting	Color Temp	NEMA Type	Finish	Photocell Options
FFLED	18					
	18 18W	**Blank** Swivel arm	**Blank** 5000K	**Blank** 7H x 6V	**Blank** Bronze	**/PC** 120V Photocell
			N 4000K		**W** White	**/PC2** 277V Photocell
			Y 3000K			**/PCS** 120V Swivel Photocell
						/PCS2 277V Swivel Photocell

Product Family	Wattage	Mounting	Color Temp	NEMA Type	Finish	Driver Options	Photocell Options
FFLED							
	26 26W	**Blank** Swivel arm	**Blank** 5000K	**Blank** 7H x 6V	**Blank** Bronze	**Blank** On/Off	**/PC** 120V Photocell
	39 39W	**SF** Slipfitter	**N** 4000K	**B55** 5H x 5V	**W** White	**/D10** 0-10V Dimming	**/PC2** 277V Photocell
	52 52W	**T** Trunnion	**Y** 3000K	**B44** 4H x 4V		**/480** 480V On/Off *	**/PCS** 120V Swivel Photocell
	80 80W						**/PCS2** 277V Swivel Photocell
							/PCS4 480V Swivel Photocell *

**Not available for 80W models*

BULL2

Bullhorn bracket safely supports HID floodlights. Great with Floodzilla, Megaflood and Flexflood models.

Color: Bronze Weight: 21.4 lbs

Project:	Type:
Prepared By:	Date:

Technical Specifications

Construction

Finish:

Chip and fade resistant bronze polyester powder coating Weather resistant polyester powder, bronze.

Bullhorns:

2 tenons for slip fitters. Bullhorns fit 2 3/8" (6cm) O.D. tenons and accommodate 2 3/8" (6cm) slip fitters. Steel tubing.150" and.200" thick welded with (4) 3/8" bolts for securing to pole.

Slipfitters & Wall Brackets:

3/16" thick steel with 1/2" nuts and bolts.

Bracket EPA:

1.35.

Maximum Weight Capacity:

100 lbs. per arm.

EPA Maximum Capacity:

5.0 per arm.

Other

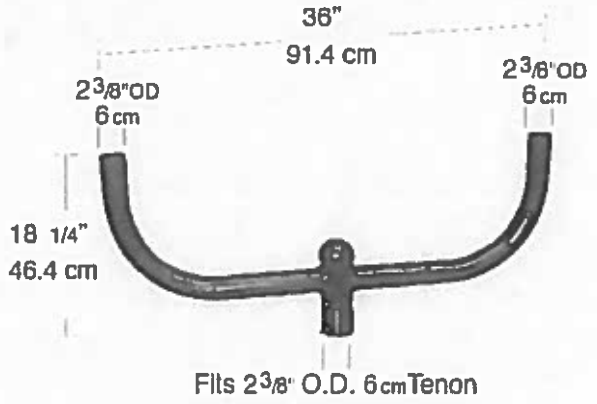
Patents:

The designs of fixtures are protected under U.S. and international intellectual property laws.

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

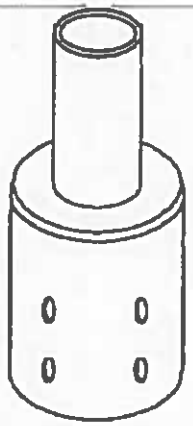
Dimensions



Features

- Easy, secure floodlight mounting
- Double Reinforced weld joints

BRAD3



Adapters.

Color: Bronze Weight: 8.8 lbs

Project:	Type:
Prepared By:	Date:

Technical Specifications

Other

Description:

Pole adaptor for 2 3/8" tenon to 3" round pole.

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Construction

Tenon Outer Diameter:

2 3/8".

Inner Diameter:

3 1/4" for 3" outside diameter pole top

Mounting:

External mounting.

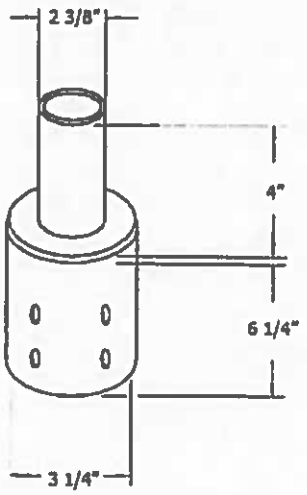
Finish:

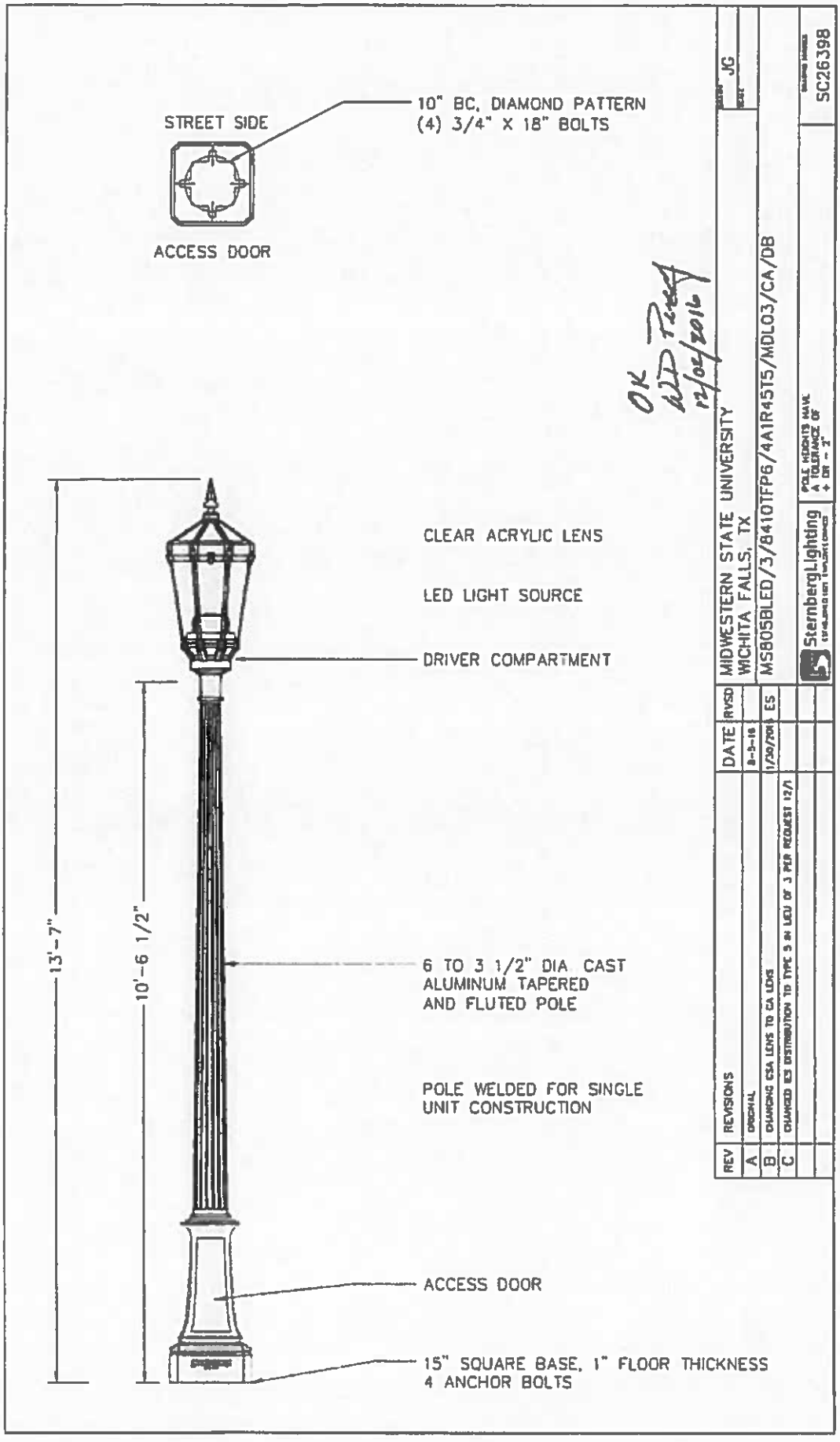
Formulated for high-durability and long lasting color.

Weight:

8.75 lbs

Dimensions




STREET SIDE
10" BC, DIAMOND PATTERN
(4) 3/4" X 18" BOLTS
ACCESS DOOR
OK
WD Reed
12/04/2016
CLEAR ACRYLIC LENS
LED LIGHT SOURCE
DRIVER COMPARTMENT
13'-7"
10'-6 1/2"
6 TO 3 1/2" DIA CAST
ALUMINUM TAPERED
AND FLUTED POLE
POLE WELDED FOR SINGLE
UNIT CONSTRUCTION
ACCESS DOOR
15" SQUARE BASE, 1" FLOOR THICKNESS
4 ANCHOR BOLTS
REV
REVISIONS
DATE
RVSD
A
ORIGINAL
8-5-16
B
CHANGING CSA LENS TO CA LENS
1/30/2014
ES
C
CHANGED IES DISTRIBUTION TO TYPE 5 IN LIEU OF 3 PER REQUEST 12/1
MIDWESTERN STATE UNIVERSITY
WICHITA FALLS, TX
MS80SBLED/3/8410TFP6/4A1R45T5/MDL03/CA/DB
SternbergLighting
POLE HEIGHTS HAVE A TOLERANCE OF + OR - 2"
SC26398

8400 MONROVIA SERIES SPECIFICATIONS

GENERAL

The ____ ft tall* decorative post shall be aluminum, one-piece construction. The 15" square cast aluminum Victorian base shall be constructed with a ____ inch diameter aluminum shaft. The model shall be Sternberg Lighting #8400 or #8400R for candy cane pole. The pole shall be U.L. or E.T.L. listed in U.S. and Canada.

CONSTRUCTION

The base shall be designed with four wide chamfered edges and four recessed side panels which gracefully slope to a dramatic flared top. It shall be made of heavy wall, 356 alloy cast aluminum. It shall have a 1" thick floor cast as an integral part of the base. The shaft shall be double circumferentially welded internally and externally to the base for added strength.

____ The **smooth tapered shaft** shall be made of ASTM 6063 extruded aluminum and tempered to a T6 condition.

____ The **smooth straight shaft** shall be made of ASTM 6063 extruded aluminum and tempered to a T6 condition.

____ The **straight fluted shaft** shall be made of ASTM 6061 extruded aluminum and tempered to a T6 condition. It shall have a decorative fluted 3" O.D. tenon.

____ The **cast tapered fluted shaft** shall be made of heavy wall, 356 alloy cast aluminum.

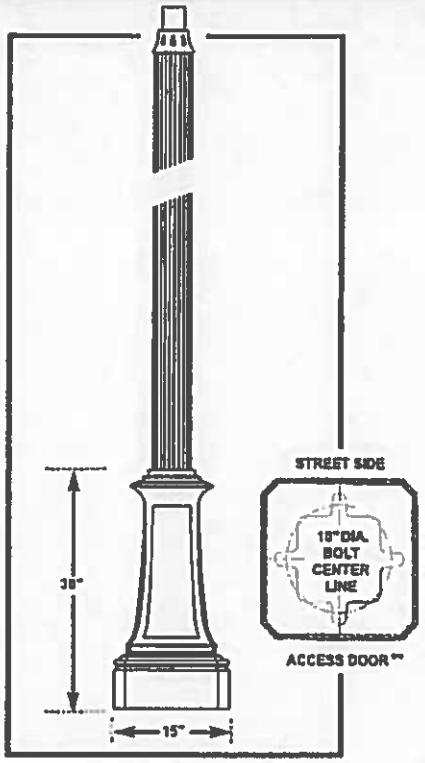
____ The **extruded tapered fluted shaft** shall be made of ASTM 6063 extruded aluminum and tempered to a T6 condition.

____ The **straight square shaft** shall be made of ASTM 6061 extruded aluminum and tempered to a T6 condition.

INSTALLATION

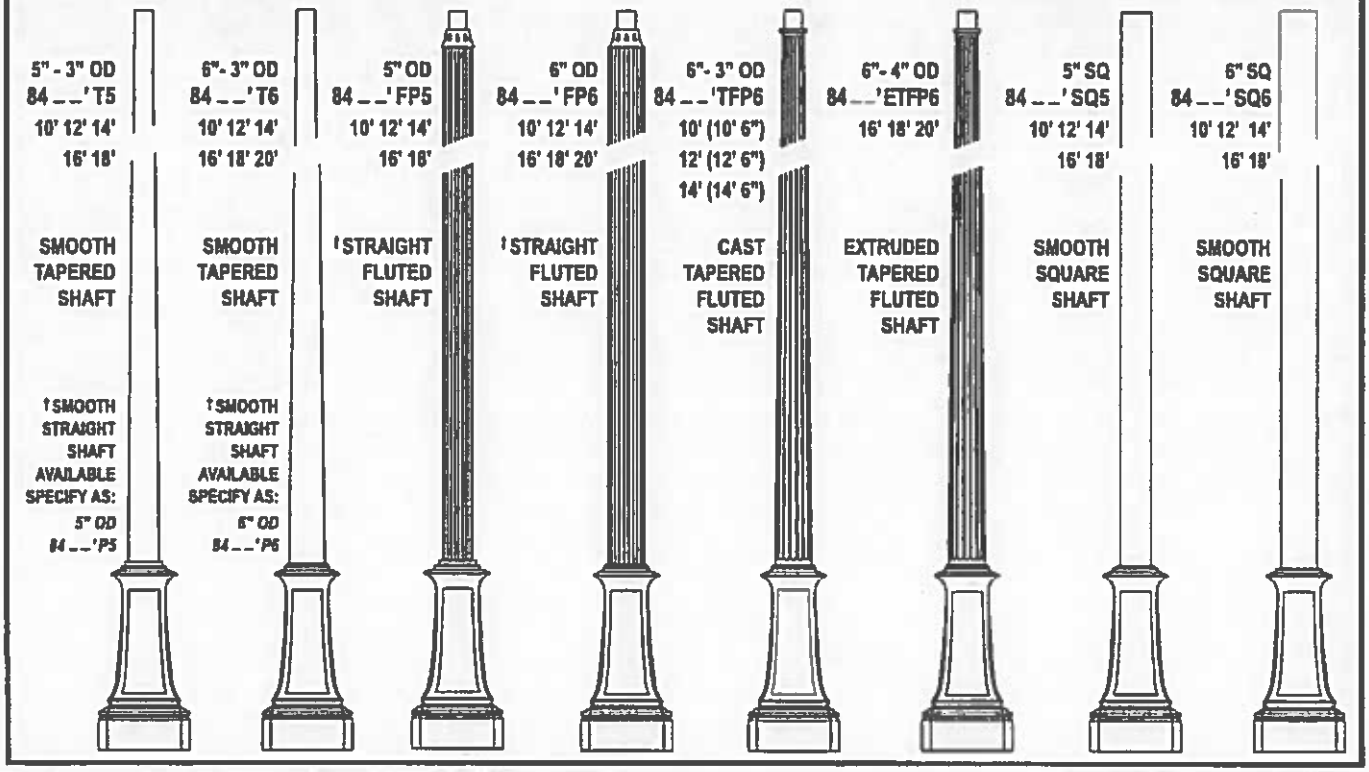
Four 3/4" diameter, hot-dipped galvanized "L" type anchor bolts shall be provided with the post for anchorage. A door shall be provided for wiring and anchor bolt access. It shall be secured with tamper proof, stainless steel hardware. Post will be provided with a grounding stud mounted on the base floor opposite the access door.

Indicate the type of shaft needed (above)



**See installation template for exact door position. Bolt circle dimensions may change on taller poles.

Cast Aluminum-Extruded Poles — 15" Diameter Base x 30" High



*For candy cane poles insert ____AG ft (feet - above grade height). See diagram on reverse side

†Tenon not supplied if fixture or arm slips shaft O.D.

11-13

8400 MONROVIA SERIES — POSTS / OPTIONS / POST CAPS

BUILDING A PART NUMBER

Straight Poles

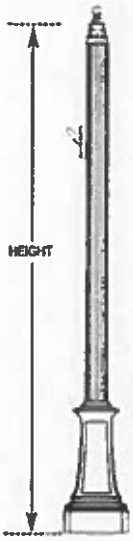
MODEL / HEIGHT / SHAFT | POST CAP CENTER | OPTIONS | FINISH

84	32	FP5	/	BCC	/	FH	/	BK

Candy Cane Poles

MODEL / HEIGHT / SHAFT | HEIGHT ABOVE GRADE | OPTIONS | FINISH

84	00	RT6	—	14AG	/		/	BK



Part Number Selections

MODEL	HEIGHT	SHAFT†
• 84	• 08'	• T5: 5"-3" Tapered Smooth
	• 10'	• T6: 6"-3" Tapered Smooth
	• 12'	• P5: 5" Straight Smooth
	• 14'	• P6: 6" Straight Smooth
	• 16'	• FP5: 5" Straight Fluted
	• 18'	• FP6: 6" Straight Fluted
		• TFP6: 6"-3" Tapered Fluted
		• ETFP6: 6"-4" Tapered Fluted
		• SQ5: 5" Square Smooth
		• SQ6: 6" Square Smooth

T5-5"-3" T6-6"-3" FP5-5" FP6-6" TFP6 6"-3" ETFP6 6"-4" SQ5 5" SQ6 6"

OPTIONS AVAILABLE

• GFI	• SBAR	• PCD
• GFB	• DSPA	• SH
• FH	• DHPA	• SB
• SBA	• PA478	• WHK
• DBA		

• DB Direct Burial • HB Helix Burial

† See first page for height restriction.

Part Number Selections

MODEL	HEIGHT	SHAFT†	ABOVE GRADE
• 84	• 00	• RT5: 5"-3" Tapered Smooth	• 08" AG
		• RT6: 6"-3" Tapered Smooth	• 10" AG
		• RP5: 5" Straight Smooth	• 12" AG
		• RP6: 6" Straight Smooth	• 14" AG
		• RFP5 5" Straight Fluted	• 16" AG
		• RFP6: 6" Straight Fluted	• 18" AG
		• RTFP6 6"-3" Tapered Fluted	
		• RETFP6: 6"-3" Tapered Fluted	

POST CENTER CAP (If Required)
- BCC
- FCC
- SCC
- TFCC
- SSCC
- FSCC

STANDARD FINISHES*

• BKT	Black Textured
• WHT	White Textured
• PGT	Park Green Textured
• ABZT	Architectural Medium Bronze Textured
• DBT	Dark Bronze Textured

*Smooth Finishes are available upon request

CUSTOM FINISHES

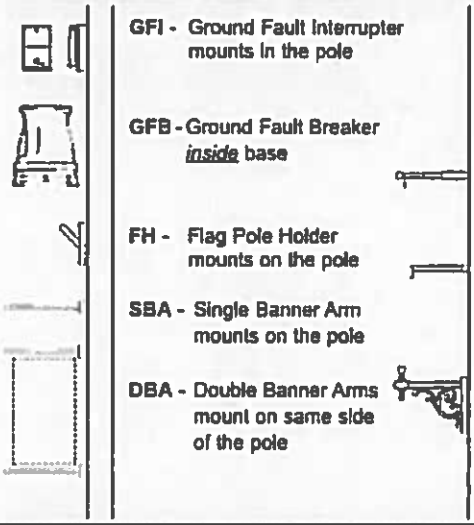
• OI	Old Iron
• RT	Rust
• WBR	Weathered Brown
• CD	Cedar
• WBK	Weathered Black
• TT	Two Tone

STERNBERG SELECT FINISHES

• VG	Verde Green
• SI	Swedish Iron
• OWGT	Old World Gray Textured

OPTIONS AVAILABLE

See Accessories Section for more options and information



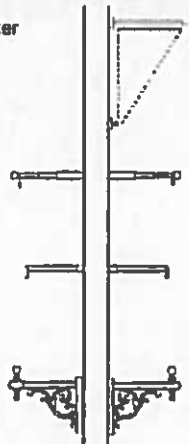
GFI - Ground Fault Interrupter mounts in the pole

GFB - Ground Fault Breaker *inside* base

FH - Flag Pole Holder mounts on the pole

SBA - Single Banner Arm mounts on the pole

DBA - Double Banner Arms mount on same side of the pole



SBAR - Single Banner Arm and Ring

DSPA - Double Stepped Planter Arms mount on either side

DHPA - Double Hooked Planter Arms mount on either side

PA478 - Decorative Planter Arms with planter rings

PCD - Photo Control mounts on door on pole

SH - Speaker Hub for mounting speaker, floodlight or signal

SB - Sign Bracket mounts on pole to hold signs

WHK - Wreath Hook mounts on pole to hold decorations

POST CENTER CAPS (If Required)

BCC - Ball Center Cap

FCC - Finial Center Cap

SCC - Spiked Center Cap

TFCC - Tall Finial Center Cap

SSCC - Side Spiked Center Cap

FSCC - Flat Square Center Cap

SternbergLighting
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www.sternberglighting.com Email: info@sternberglighting.com

MS805LED MAIN STREET SERIES

LED

EPA 2.46 (ft²)
WEIGHT 55LBS

7 YEAR WARRANTY

LUMEN RANGE 11,935 to 2,190

LIFE SPAN L70 MINIMUM 100,000 HOURS

UL LISTED

CLICK FOR FAQ's

JOB NAME

FIXTURE TYPE

MEMO

BUILD A PART NUMBER

ORDERING EXAMPLE: 2A-MS805ALED-3-4AIR45T5-MDL03-CTA-PEC-FHD/480PM/3412FP4/BKT

Mounting Config.	Fixture	Fitter	LED	CCT	Type	Driver	Lens	Option Control Receptacle	Option Control	Option Pole	Option Hangstraight	Option House Side Shield	Option Chimney	Arm	Pole	Finish

Mounting Configuration

(Click here to view mounting configuration sheet)

- IW • 2A90 • 4A • SH44[1]
- PT • 2APT • 4APT • CH44[1]
- IA • 3A • IAM
- IAPT • 3A90 • 2AM
- 2A • 3APT • 450PB

W = Wall Mount PT = Post Top APT = Post Top Arm Mid-Mount
A = Arm Mount AM = Arm Mid-Mount PB = Pier Base
SH = Stem Hung CH = Chain Hung

[1]Include stem/chain length in inches after designation (IE CH44-36")

Fixture

- MS805ALED • MS805BLED
- MS805ALEDH • MS805BLEDH

Fitter

- 3 • BD4 • BDS • 6 • 7

LED

- 4AIR • 4ARC • 3ARC • IRND

CCT - Color Temperature (K)

- 45(00) • 35(00) • 27(00)

Type

- T2 • T3 • T3R • T4 • T5

Driver

- MDL03 (120-277, 350mA)
- MDH03 (347-480, 350mA)
- MDL05 (120-277, 525mA)[2]
- MDH05 (347-480, 525mA)[2]

[2]For use with 4AIR system only

Lens (Click here to link to lens specification page)

- CSA (Clear Seeded Acrylic)
- CTA (Clear Textured Acrylic)
- PA (Prismatic Acrylic)
- SV1 (Flat Medium Diffuse Acrylic Lens)
- SV2 (Flat Heavy Diffuse Acrylic Lens)

Options (Click here to link to view accessories sheet)

- R[3] 3-Pin control receptacle only
- R5[3] 5-Pin control receptacle only
- R7[3] 7-Pin control receptacle only
- PE[4] Twist-Lock Photocontrol (120v-277v)
- PE3[4] Twist-Lock Photocontrol (347v)
- PE4[4] Twist-Lock Photocontrol (480v)
- SC[4] Shorting Cap
- PEC Electronic Button Photocontrol (120v-277v)
- PEC4 Electronic Button Photocontrol (480v)
- FHD[5] Double Fuse and Holder
- HSHS[6] Standard Horizontal Hangstraight, Spike Finial
- HSHN[6] Standard Horizontal Hangstraight, No Finial
- HSHB[6] Standard Horizontal Hangstraight, Ball Finial
- EZ[6] Vertical Hangstraight, Large, "EZ" Mount
- HSV[6] Vertical Hangstraight, Standard
- HSS 120° House Side Shield
- FHC Frosted Hurricane Chimney

[3]Mounted on "HSH_" hangstraight or on roof in lieu of finial.
[4]Requires control receptacle.
[5]Ships loose for installation in base.
[6]For use with MS805_LEDH unit only

Arm (Click here to view arm website page)

See Arms & Wall Brackets specification sheets.

- 478 • 6236 • TA • BA
- 80 • 579 • TASCR

Pole (Click here to view pole website page)

See Pole specification sheets.

Finish (Click here to view paint finish sheet)

Standard Finishes[7]

- BKT Black Textured
- WHT White Textured
- PGT Park Green Textured
- ABZT Architectural Medium Bronze Textured
- DBT Dark Bronze Textured

[7]Smooth finishes are available upon request.

Custom Finishes[8]

- CM Custom Match
- OI Old Iron
- RT Rust
- WBR Weathered Brown
- CD CeWdar
- WBK Weathered Black
- TT Two Tone

[8]Custom colors require upcharge.

Sternberg Select Finishes

- VG Verde Green
- SI Swedish Iron
- OWGT Old World Gray Textured

Specifications

Fixture

The MS805_LED luminaire is a modern replica of a popular styled octagonal fixture available with (A) or without (B) spikes. The version with spikes measures 17-1/2"W x 38"H. The cast aluminum hinged roof is appointed with a spiked finial. The luminaire has LED light sources with roof mounted, down lighting optics. The Luminaire shall be UL listed in US and Canada.

Fitter - Standard

The fitter shall be heavy wall cast aluminum. It shall have an inside diameter opening to attach to 3", 4", 5", 6" or 7" pole or tenon. When ordered with a Sternberg pole, the fitter shall be attached by set-screw to the pole top or tenon.

LED's

The luminaire shall use high output, high brightness LED's. They shall be mounted in arrays, on printed circuit boards designed to maximize heat transfer to the heat sink surface. The arrays shall be roof mounted to minimize up-light. The LED's and printed circuit boards shall be 100% recyclable, they shall also be protected from moisture and corrosion by a conformal coating of 1 to 3 mils. They shall not contain lead, mercury or any other hazardous substances and shall be RoHS compliant. The LED life rating data shall be determined in accordance with IESNA LM-80 They shall operate in a -40°C (-40°F) to +50°C (122°F) ambient air temperature range. The High Performance white LED's will have a life expectancy of approximately 100,000 hours with not less than 70% of original brightness (lumen maintenance), rated at 25°C. The High Brightness, High Output LED's shall be 4500K (3500K or 2700K option) color temperature with a minimum of 70 CRI.

See next page

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MS805SRLED MAIN STREET SERIES

LED

Consult factory for custom color CCT. The luminaire shall have a minimum _____ (see table) delivered initial lumen rating when operated at steady state with an average ambient temperature of 25°C (77°F).

Optics

The luminaire shall be provided with individual, refractor type optics applied to each LED. The luminaire shall provide Type ___ (2, 3, 3R, 4 or 5) light distribution per the IESNA classifications. Testing shall be done in accordance with IESNA LM-79.

Electronic Drivers

The LED driver shall be U.L. Recognized. It shall be securely mounted inside the fixture, for optimized performance and longevity. It shall be supplied with a quick-disconnect electrical connector on the power supply, providing easy power connections and fixture installation. It shall have overload as well as short circuit protection, and have a DC voltage output, constant current design, 50/60HZ.

It shall be supplied with line-ground, line-neutral and neutral-ground electrical surge protection in accordance with IEEE/ANSI C62.41.2 guidelines. It shall be dimmable using a 0-10v signal.

For sources over 50w: The driver shall have a minimum efficiency of 90%. The driver shall be rated at full load with THD<20% and a power factor of greater than 0.90. The driver shall contain over-heat protection which reduces output to less than half rating if the case temperature reaches 85°C.

For sources under 50w: The driver shall have a minimum efficiency of 88%.

Photocontrols

Button Style: On a single assembly the photocontrol shall be mounted on the fixture and pre-wired to driver. On multiple head assembly's the photocontrol shall be mounted in the pole shaft on an access plate.

The electronic button type photocontrol is instant on with a 5-10 second turn off, and shall turn on at 1.5 footcandles with a turn-off at 2-3 footcandles. Photocontrol is 120-277 volt and warranted for 6 years.

Twist-Loch Style: The photocontrol shall be mounted externally on the fixture and pre-wired to driver. The twist loch type photocontrol is instant on with a 3-6 second turn off, and shall turn on at 1.5 footcandles with a turn-off at 2-3 footcandles. Photocontrol is 120-277 volt and warranted for 6 years.

Warranty

Seven-year limited warranty. See product and finish warranty guide for details.

Finish

Refer to website for details.

Performance

MODEL #	T2 DELIVERED LUMENS	EFFICACY (LPW)	T3 DELIVERED LUMENS	EFFICACY (LPW)	T3R DELIVERED LUMENS	EFFICACY (LPW)	T4 DELIVERED LUMENS	EFFICACY (LPW)	T5 DELIVERED LUMENS	EFFICACY (LPW)	WATTS
4A1R27-MDL05	9015	64.4	8750	62.5	8960	63.9	9200	65.7	9305	66.5	140
4A1R35-MDL05	10295	73.6	9985	71.3	10210	73.0	10500	75.0	10620	75.9	140
4A1R45-MDL05	11580	82.6	11220	80.1	11475	82.0	11795	84.3	11935	85.3	140
4A1R27-MDL03	6410	69.7	6220	67.7	6385	69.5	6475	70.4	6640	72.2	92
4A1R35-MDL03	7315	79.5	7100	77.2	7285	79.2	7390	80.3	7580	82.4	92
4A1R45-MDL03	8215	89.3	7975	86.7	8190	89.0	8300	90.3	8515	92.6	92
4ARC27-MDL03	4305	67.3	4190	65.5	4290	66.5	4310	67.3	4440	69.4	64
4ARC35-MDL03	4915	76.8	4780	74.6	4880	75.9	4915	76.9	5065	79.2	64
4ARC45-MDL03	5520	86.3	5375	84.0	5490	85.4	5525	86.3	5690	89.0	64
3ARC27-MDL03	3255	65.1	3190	63.8	3250	65.1	3305	66.2	3410	68.3	50
3ARC35-MDL03	3715	74.3	3640	72.8	3710	74.2	3770	75.5	3895	77.9	50
3ARC45-MDL03	4175	83.5	4090	81.8	4170	83.4	4240	84.8	4375	87.5	50
1RND27-MDL03	2195	68.6	2190	68.4	2200	68.9	2255	70.5	2265	70.8	32
1RND35-MDL03	2505	78.3	2495	78.1	2510	78.8	2575	80.5	2585	80.8	32
1RND45-MDL03	2815	88.0	2805	87.8	2820	88.3	2890	90.5	2905	90.8	32

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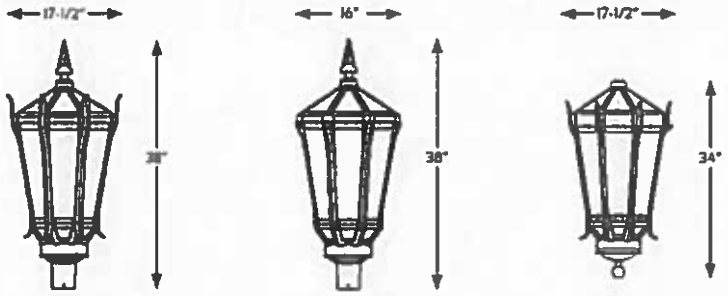
MS805SRLED MAIN STREET SERIES

LED

Fixture Examples



MS805ALED
With Spikes

MS805DLED
Without Spikes

MS805ALEDH
Hanging
Version

Fitters

/3
Fits 3" poles
or tenons and
arms below

BD/4
Fits 4" poles
or tenons

BD/5
Fits 5" poles
or tenons

/6
Fits 6" poles
or tenons

/7
Fits 7" poles
or tenons

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MIDWESTERN STATE UNIVERSITY

00 00 00

GENERAL CONDITIONS

PART 1: GENERAL

1.01 Location:

A. To review and obtain the Midwestern State University System Uniform General and Supplementary Conditions for Building Construction Contracts, contact the Purchasing Department.

B. The above General Conditions must be included in the A/E's Specification Manual.

1.02 Hierarchy of A/E Document Conflicting Information:

A. If conflicts occur in the document information, the following order of hierarchy shall apply, 1) Midwestern State University System Uniform General and Supplementary Conditions for Building Construction Contracts, 2) A/E's Specification Manual, and 3) A/E drawings.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF DIVISION 00 00 00

MIDWESTERN STATE UNIVERSITY

01 25 00

SUBSTITUTION FORM

PART 1: GENERAL

1.01 SUBSTITUTION FORM

A. The following form shall be used for product substitutions:

TO: ARCHITECT OF RECORD
OR
MIDWESTERN STATE UNIVERSITY PROJECT REPRESENTATIVE

PROJECT:

SPECIFIED ITEM:

Section _____ Paragraph _____ Description_____

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION_____

Upon submitting this Request for Substitution, the undersigned certifies that the following paragraphs are correct, unless otherwise modified on attachments:

1. Contractor has investigated the proposed substitution and believes that it is equal to or superior in all respects to specified item, and will conform to design requirements and artistic effect
2. Cost saving to Owner for accepting substitution: None__ $_____
3. Contractor will pay the Architect and/or Engineers for additional studies, investigations, submittal reviews, redesign and/or analysis caused by the requested substitution and at no additional cost to Owner.
4. Substitution requires dimensional changes or redesign of structure or M & E Work No __ Yes __ (If yes, attach complete data).
5. Contractor will waive future claims for added cost to Contract caused by substitution.
6. Changes in contract time caused by substitution: No __ Yes __ Add/Deduct __ days.
7. Adverse affect on other Trades caused by substitution: No __ Yes __ (If yes, explain on attachment).

8. Contractor will modify other parts of the Work as may be required to make all parts of Work complete and functioning. Yes __ (Explain on attached page if necessary)
9. Same type of warranty for specified product will be furnished for proposed substitution: Yes __ No __
10. Maintenance Service Available: Yes __ No __
    Where?_____
11. Contractor has complied with requirements of the Midwestern State University's Design Guidelines and Construction Standards and Contract Documents as part of request for substitution, and has completely filled-in this form.

REASON FOR NOT GIVING PRIORITY TO SPECIFIED ITEM:
See attached ___ Not required ___

Submitted by:
Signature _____
Firm
Address _____
_____
_____
_____
Date _____
Telephone _____

For Use by Architect:
____ Approved
____ Approved as noted
____ Rejected
Rejected only for conformance with Design Concept of Project and with Information in Contract Documents.
Signature _____
Date _____

REQUIRED ATTACHMENTS:

A. Product Data for Specified Item: Clearly marked to indicate full compliance with specification section and Contract Documents: Attached
B. Product Data for Substitution: Clearly marked for adequate evaluation and comparison with data submitted for specified item: Attached ___
C. Samples: Attached ___ Not Required ___
D. Cost Data and Implications of Substitution: Attached ___ Not required ___
E. Contractor's Comments: Attached ___ Not required ___
F. Manufacturers certifications on asbestos arid PCB: Required/must be attached
G. Other: _____

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION 01 25 00

MIDWESTERN STATE UNIVERSITY

01 78 36

WARRANTY FORMS

PART 1: GENERAL (NOT USED)

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION

3.01 CONTRACTOR'S SAMPLE WARRANTY

Project Warranty for_____
Whereas, _____(Contractor),
Address_____
Telephone (___) ___-_____ext. _____has performed _____
(Work) on the following Project _____
Address _____
WHEREAS, The Contractor has agreed to warrant said Work _____
NOW, THEREFORE, the Contractor hereby warrants said Work in accordance with the terms hereof, complying with the terms of the Contract with the Owner dated _____ that_____
WARRANTY PERIOD _____ STARTING_____ TERMINATING _____
IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____ 20___ for Contractor (typed name) as its (position).
Name of Firm _____
Address _____
And has been countersigned in accordance with terms and conditions, for the Manufacturer (typed name)_____
as its _____ (position).
Name of Firm _____
Address _____

Signed by (print name):_____ Signature:_____

Title:_____ Date:_____

3.02 MANUFACTURER'S SAMPLE WARRANTY

Project Warranty for_____
Whereas, _____(Manufacturer),
Address _____
Telephone (___) ___-_____ ext. _____ has furnished/provided_____
(product) on the following Project : _____
_____
Address_____
Constructed by _____ (Contractor).
Address_____
For _____ (Owner).
Address _____
WHEREAS, the Manufacturer, through the Contractor, has agreed to warrant
said product _____
_____
NOW, THEREFORE, the Manufacturer hereby warrants said product accordance
with the terms hereof, complying with the terms of the Contract between the
Contractor and the Owner dated _____ that _____
_____
WARRANTY PERIOD, STARTING_____, TERMINATING _____
IN WITNESS THEREOF, this instrument has been duty executed this _____ day
of _____ 20___ for Manufacturer (typed name) as its _____
_____(position).
And has been countersigned in accordance with terms and conditions.
for the Contractor (typed name)_____
as its _____ (position).

Signed by (print name):_____ Signature:_____

Title:_____ Date:_____

3.03 OWNER'S REQUEST FOR WARRANTY WORK BY CONTRACTOR

Project Warranty for_____
_____ under PO _____.
Whereas, _____(Contractor),
Address_____.
Telephone (___) ___-_____ext. _____was responsible for installation of equipment that has failed to meet acceptable standards during its warranty period in the following manner:_____
_____
_____
_____.
Address of failed equipment _____
_____.
Date of failure first observed:_____.
Date reported to Contractor:_____ Contact:_____.
The Contractor will investigate the repair or replacement of the equipment and return the equipment to its original design condition in a timely manner.

Contractor to fax or e-mail the following information to Owner's Representative upon receipt of this document:
Time and date Contractor to investigate repairs on site:_____.

Contractor to fax or e-mail the following information to Owner's Representative PRIOR to beginning the following task:
Time and date Contractor to begin on site repairs:_____.

Contractor to fax or e-mail the following information to Owner's Representative AFTER completing the following task:
Date Contractor completed on site repairs:_____.

Repairs will **not** be considered complete until the following written acceptance has been issued to the Contractor by the Owner's Representative:

Accepted by (print name):_____ Signature:_____

Title:_____ Date accepted:_____

END OF SECTION 01 78 36

MIDWESTERN STATE UNIVERSITY

26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1: GENERAL

1.01 Scope of Standard

A. This standard provides general guidance concerning the specific preferences of Midwestern State University for Low-Voltage Electrical Power Conductors and Cables.

B. Midwestern State University recognizes that project conditions and requirements vary, thus precluding the absolute adherence to the items identified herein in all cases. However, unless there is adequate written justification, it is expected that these guidelines will govern the design and specifications for Midwestern State University projects.

1.02 Scope of Work

A. This section includes building wire and cable rated 600V and less.
B. This is a design standard and is not intended to be used as a guideline or construction specification.

PART 2: PRODUCTS

A. All conductors, plus stranded, shall be soft drawn annealed copper, ninety-eight (98%) conductivity, continuous, from outlet to outlet.

B. Minimum size of wire shall be #12 AWG. (Exception: Control wire may be #14 AWG.)

C. All wire insulation for 600V conductors shall be type XHHW, THHN, or THWN.

D. Non-metallic sheathed cable or type BX cable is strictly prohibited.

PART 3: EXECUTION

3.01 Design/Drawing Requirements

A. All branch circuit home runs shall contain no more than two multi-wire branch circuits. Multi-wire branch circuits shall not be used where the load generates harmonics, i.e. personnel computers.

B. Home runs shall be clearly indicated on the floor plans.

C. Pump Motor Requirements:

1. Wiring Requirements:

2. Connect all pump motors with sealed, flexible conduit no longer than 3 feet.

3. Duplex sump pumps and condensate return pumps should be wired so that each pump is on a separate dedicated circuit. A mechanical alternator is to be provided to alternate operation of the pumps. There should be three floats in the sump; the lowest to energize the first pump, the next highest to energize both pumps, and the highest to operate a N.O. set of contacts for alarm purposes.

4. Some pumps may require emergency power. Coordinate with Midwestern State University representative for special requirements.

D. Plumbing Pump Motor Requirements:

1. Wiring Requirements 120 volts

2. All pumps 1 hp or less may be connected with an outlet plug and cord.

E. Only copper wire shall be used on this campus.

F. Minimum wire size on campus is # 12. Circuit wire size on all runs over 100’ shall be sized no smaller than # 10.

G. All wiring, including luminaries and motor leads, and motor control, shall be stranded.

H. All wire insulation for 600V conductors shall be type XHHW, THHN, or THWN.

I. All conductors shall be soft drawn annealed copper, ninety-eight (98%) conductivity, continuous, from outlet to outlet.

J. Crimp connectors and splices shall only be used in J-boxes, gutters, and cabinets.

1. A compression connector installation tool such as Panduit CT-720 or a compound-action crimping tool such as a VACO T1710 that provides a crimp that meets or exceeds MIL-SPEC pull-out tests shall be used for all such connections.

2. Crimps shall be made on each wire end of the connector for as much of the length of the barrel as possible.

3. The longest barrel/sleeve possible shall be used.

4. Compression or stab in quick connectors that rely solely on connector for a solid connection are prohibited.

K. Crimp connectors shall not be used on items that may need to be changed out periodically, i.e.: ballast's, motor's, etc.

L. Connectors shall be copper or tinned copper.

END OF SECTION 26 05 19

MIDWESTERN STATE UNIVERSITY

26 56 13

RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1: GENERAL

1.01 Scope of Standard

A. This standard provides general guidance concerning the specific preferences of Midwestern State University for Raceway and Boxes for Electrical Systems.

B. Midwestern State University recognizes that project conditions and requirements vary, thus precluding the absolute adherence to the items identified herein in all cases. However, unless there is adequate written justification, it is expected that these guidelines will govern the design and specifications for Midwestern State University projects.

1.02 Scope of Work

A. This section of the standard includes minimum design requirements for raceways, boxes, and floor boxes used for electrical power.

B. This is a design standard and is not intended to be used as a construction specification.

PART 2: PRODUCTS

A. All electrical raceway design shall conform to the minimum requirements of the latest edition of the National Electric Code (NEC).

B. New Buildings and Building renovations may use UL approved fire rated poke-thrus.

C. All electrical penetrations through fire rated walls or floor, must have fire rated box and fire rated seals between box and conduit and opening.

PART 3: EXECUTION

3.01 Design/Drawing Requirements

A. In addition to the minimum NEC requirements all design shall conform to the following strict guidelines:

1. Installed conduit shall be Rigid Galvanized Conduit (RGC), Intermediate Conduit (IMC), or Electric Metallic Tubing (EMT).

2. In exposed exterior areas, use only RGC or IMC. No MC cable or Greenfield in walls.

3. In wet or corrosive areas use SCH 40 PVC raceway.

4. Liquid tight flexible conduit installed in sizes ½" and larger shall not exceed 3' in length. (Special applications may exceed this length if approved by Owner's project representative).

5. Flexible metal conduit is permissible in sizes ½" and larger with one exception. Applications with fixture tails may be 3/8". Flexible metal conduit shall not be used as an equipment grounding conductor.

6. Surface metal raceway:

   a. Classrooms/Offices: extruded aluminum with brushed natural finish.

   b. Laboratories: painted steel.

7. Liquid tight flexible conduit or EMT shall be used under raised computer floors in the length and size necessary to serve the load. The conduit must originate and terminate in the same room. Do not use rubber cord for this application.

8. All direct buried conduit shall be SCH 40 PVC. And shall have buried electrical warning tape installed 6" above grade the full length of the buried raceway.

9. Exterior conduit above grade level shall be RMC, IMC or EMT and shall be wrapped with corrosion inhibiting tape when in contact with the earth.

10. All floor boxes shall be shown on floor plans and clearly denoted as such by symbology.

11. Drawing shall clearly indicate electrical conduit, with sizes, feeding the floor box.

B. Conduit shall not be mounted in or on the floor. In place of floor boxes, conduit shall be roughed in below the floor and installed by core drilling the floor after final placement is approved.

C. All electrical box design shall conform to the minimum requirements of the latest edition of the NEC and the following strict clarifications:

1. In dry locations, provide only galvanized-coated flat rolled sheet steel outlet wiring boxes.

2. In wet or corrosive areas above grade level, use only PVC boxes and fittings.

3. In exposed areas, used cast aluminum boxes with galvanized conduit.

4. In ground use, shall be handhole enclosures only. Handhole enclosures shall be designed and installed per the standards of the latest version of NFPA 70 NEC and constructed of concrete or concrete/fiber only. The cover shall be rated for traffic and or loads imposed on them and have a logo or identifying mark such as "Electrical".

D. A minimum of ¾" conduit shall be used for all home runs. All home runs shall be in EMT or IMC. No Greenfield or MC cable shall be used for home runs.

E. All conduit shall be standard trade sizes.

F. All exposed conduit to be used for conductors over 600 VAC shall be rigid steel.

G. Flexible conduits of any trade sizes shall be no longer than 3'. (Exception: Can be longer, up to 12 feet, when installed in walls in applications such as added receptacles in remodeling). Flexible metal conduits shall not be used as an equipment grounding conductor. MC Cable shall only be used for fixture whips and control devices above accessible ceilings.

H. All metal, flexible conduit, such as Greenfield, shall be steel.

I. Metal conduit fittings shall be steel or cast iron.

J. Conduit fittings shall not be crimp tool or snap-in type.

K. There shall be no **ENT** or similar product installed on Campus as the main or primary conduit. **ENT** or similar products shall be used only as an 'inner duct' or where it is accessible for it's entire length and shall be labeled as **LS** (limited-smoke-producing characteristics).

L. There shall be no factory assembled metal clad or non-metallic-sheathed armored cable used as building wiring on Campus unless it is accessible for its entire length, such as on fixture whips, or used as exposed surface wiring and equipment leads.

M. All conduit bends shall be made with appropriate trade benders or be factory made.

N. Junction and device boxes shall be minimum 4" x 4" x 2 1/8" combination.

O. All rough-in and above ground boxes are to be zinc plated.

P. All handy 4" and 4 11/16" surface mount boxes are to be drawn type, not welded.

Q. All exterior J-boxes used in earth, concrete or asphalt shall be traffic rated. These boxes shall be installed so that the top surface is at, or above grade with grade sloped up to them. Boxes should be installed so that they are not in a drain channel or "low spot".

R. All electrical J-boxes, receptacles shall be "Accessible" as applied to wiring methods stated in NEC Article 100, I - General.

S. All electrical J-boxes shall be labeled with panel and circuit number(s).

END OF SECTION 26 05 33

MIDWESTERN STATE UNIVERSITY

26 05 43

UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

PART 1: GENERAL

1.01 Scope of Standard

A. This standard provides general guidance concerning the specific preferences of Midwestern State University for Underground Ducts and Raceways for Electrical System.

B. Midwestern State University recognizes that project conditions and requirements vary, thus precluding the absolute adherence to the items identified herein in all cases. However, unless there is adequate written justification, it is expected that these guidelines will govern the design and specifications for Midwestern State University projects.

1.02 Scope of Work

A. The work included in this section of the construction standards consists of the design requirements for the complete layout and installation of a concrete encased duct system. This is a design standard and is not intended to be used as a construction specification. The ductbank system shall be used for the distribution of electrical services. In addition to the requirements defined elsewhere, the contractor shall adhere to the following minimum requirements:

B. All excavation shall meet the current requirements of O.S.H.A. and any other governing federal, state or local authority with regards to trench safety. The project engineer shall require a Trench Safety Plan signed and sealed by a registered Engineer of the State of Texas.

C. The project engineer shall require provisions for a suitable means of containment and abatement of water run-off contaminated construction materials. These procedures shall meet all local, state, and federal regulations and requirements.

PART 2: PRODUCTS

A. Ducts:

1. Approved Manufacturers: Carlon Electrical Products, Cantex, or approved equal.

2. All ducts shall be Schedule 40 Rigid Nonmetallic Conduit or Schedule 40 Rigid Nonmetallic utility conduit with integral bell ends.

B. Concrete:

1. Concrete envelope requirements shall be defined in Division 3 of the design standard. Electrical designer shall be responsible for coordinating minimum concrete standards with the project civil engineer. The minimum requirements are:

   a. 3/8" minimum aggregate

   b. Slump: 4-1/2" – 5"

   c. Strength: 3000 psi, in accordance to ASTM 039-44

   d. Electrical concrete envelope shall contain red dye at 8 lbs. per cubic yard of concrete.

C. Manholes

1. The manholes shall be precast concrete Dalworth Quickset Co. No. 612.7 or approved equal. The manhole shall have grade 60 reinforcement of H20 loading and 4500 psi concrete. Precast terminators shall be provided at each penetration shown on the drawings.

PART 3: EXECUTION

3.01 Design/Drawing Requirements

A. The bank of ducts shall be installed by the built up method. Engineer shall require 3" base and intermediate Snap-Loc spacers installed 3" above the bottom of the trench and spaced throughout the ductbank at 7.5" on center. The concrete envelope shall be reinforced with #4 rebar along the continuous length of the ducts and #4 stirrups located at 4' intervals.

B. Grounding: Ductbanks containing power conductors shall have one #4/0 bare copper ground located in the lower portion of the ductbank. The ground conductor shall extend 4 feet into buildings and manholes.

C. Designer shall require factory bends and sweeps of 36" minimum radius and/or combination of 5 degree couplings.

D. All ground and asphalt repair shall be covered in the Civil related sections of the construction standard.

E. Minimum size ductbank shall be 6 conduits.

F. Manhole Grounding and Design

1. Grounding System:

a. Ductbank grounding conductor shall penetrate wall of manhole on all applicable sides and extend 4' inside the manhole.

b. A looping grounding system consisting of #4/0 bare copper wire shall completely encircle each manhole and shall be thermowelded at all connections including the ductbank grounding conductor penetrating the manhole.

G. Drawing Requirements:

1. Ductbank detail design shall, as a standard, be coordinated through the civil engineer and civil drawings. As a minimum, the electrical engineer shall provide a site plan depicting the quantity of ducts and the general routing of the ducts through the campus infrastructure and plan profiles indicating the quantity and intended conduit layout in the ductbank. The electrical engineer shall locate new manholes, and existing manholes and ducts where applicable to coordination. New manholes shall be clearly indicated and labeled according to the campus labeling standard. The site plan shall also indicate existing utilities (other than electrical) and locations and coordinate conflicts.

2. The electrical engineer shall provide sufficient ductbank details to depict electrical requirements including grounding and minimum cover. All site repair shall be done in accordance with campus accepted civil practices and campus standard details.

3. The electrical engineer shall provide ductbank profile drawings indicating conduit layout in the ductbank. A profile drawing shall be required for each layout of ducts.

4. The electrical engineer shall provide sufficient manhole details to depict proper grounding practices, and typical ring and cover placement.

5. The electrical engineer shall provide sufficient details for building penetrations and terminations for each building affected by the design.

6. The underground feeders on campus shall be installed in 4" rigid, schedule 40 minimum, PVC. The uppermost conduit shall be no less than 24" below finished grade. Terminations in manholes to be made on bushing racks on the wall only. Terminations in the manhole shall be sized at 600 amps. Cable terminations shall be manufactured by RTE or equal. Elbows shall have test points.

H. For reliability, full redundancy is required for the primary distribution system.

I. The system is designed to ensure that alternate feeder usage and switching due to the failure of any single component of the primary system will not prevent the alternate system from carrying the full capacity of the additional load.

J. Each building shall have its own building service transformer.

K. Ducts:

1. Approved Manufacturers: Carlon Electrical Products or Cantex.

2. All ducts shall be Schedule 40 Rigid Nonmetallic Conduit or Schedule 40 Rigid Nonmetallic utility conduit with integral bell ends.

3. Electrical ducts shall be 4", standard.

4. Designer shall require 3" base and intermediate Snap-Loc spacers installed 3" above the bottom of the trench and spaced throughout the duct bank at 7.5" on center. The concrete envelope shall be reinforced with #4 rebar along the continuous length of the ducts and #4 stirrups located at 4' intervals.

5. Designer shall require factory bends and sweeps of 36" minimum radius.

6. All ground and asphalt repair shall be covered in the Civil divisions of the standard.

7. Sleeves installed for electrical access routes under pavement shall not be used for any other utility.

L. Concrete:

1. Concrete envelope requirements shall be defined in Division 3 of the design standard. Electrical designer shall be responsible for coordinating minimum concrete standards with the project civil engineer. The minimum requirements are:

   a. 3/8" minimum aggregate

   b. Slump: 4-1/2" – 5"

   c. Duct bank shall be totally encased in 3000 psi. concrete with Red dye at 8 lbs. per cubic yard of concrete, stirred within the mix. (Not sprinkled on top).

M. Manholes

1. All manholes shall have 30" dia. round entrance covers, sump pits, and 120 VAC receptacle located at the highest point near the entrance, but not in the entry way. All manholes, where splices and/or terminations are made, shall be no smaller than 10' x 10' x 8'.

2. Entire exterior shall be waterproofed with coating such as bituminous waterproofing mastic.

3. Locate pulling eyes opposite raceways.

4. Manholes shall be equipped with a traffic weight manhole ring and cover with the word "ELECTRIC" stamped clearly thereon. The lid shall be 30" DIA.

5. All manholes shall have a driven ground rod, with a maximum resistance reading of 25 Ohms. Ground rod shall be Cad-welded to grounding conductor. Ground rod shall be connected to a fully closed loop of grounding conductor that is used to bond all splices and non-current carrying electrical equipment in manhole. Connections shall be made to racks with listed connectors suitable for the purpose. Loop of conductors shall be between 12" and 24" above floor and shall be securely attached to wall of manhole.

6. Cable in manholes shall be placed on porcelain insulators on suitable racks.

7. Cable shall be secured by cable ties that are fungus resistant, ultra-violet and heat stabilized and are made of self-extinguishing nylon material.

8. All penetrations in manholes shall be watertight.

N. Drawing Requirements:

1. Duct bank detail design shall, as a standard, be coordinated through the civil engineer and civil drawings. As a minimum, the electrical engineer shall provide a site plan depicting the quantity of ducts and the general routing of the ducts through the campus infrastructure and plan profiles indicating the quantity and intended conduit layout in the duct bank. The electrical engineer shall locate new manholes, and existing manholes and ducts where applicable to coordination. New manholes shall be clearly indicated and labeled according to the campus labeling standard. The site plan shall also indicate existing utilities (other than electrical) and locations and coordinate conflicts.

2. The electrical engineer shall provide sufficient duct bank detail to depict electrical requirements including grounding and minimum cover. All site repair shall be done in accordance with campus accepted civil practices and campus standard details.

3. The electrical engineer shall provide duct bank profile drawings indicating conduit layout in the duct bank. A profile drawing shall be required for each layout of ducts.

4. The electrical engineer shall provide sufficient manhole details to depict proper grounding practices, and typical ring and cover placement.

5. The electrical engineer shall provide sufficient details for building penetrations and terminations for each building affected by the design

O. Underground Raceways

1. All underground raceways shall have buried electrical warning tape installed 6” below grade level the full length of the buried raceway.

END OF SECTION 26 05 43

MIDWESTERN STATE UNIVERSITY

26 56 00

EXTERIOR LIGHTING

PART 1: GENERAL

1.01 Scope of Standards

A. This standard provides general guidance concerning the specific preferences of Midwestern State University for Exterior Lighting.

B. Midwestern State University recognizes that project conditions and requirements vary, thus precluding the absolute adherence to the items identified herein in all cases. However, unless there is adequate written justification, it is expected that these guidelines will govern the design and specifications for Midwestern State University projects.

1.02 General Requirements for Exterior Fixtures

A. Light fixture selection shall comply with the following:

1. All pole mount fixtures, ground mounted and wall mounted fixtures shall have die cast aluminum housings with powder coat painted finish.
2. All poles shall have an auxiliary grounding system installed in addition to the equipment ground per the latest edition of the NFPA 70 NEC.
3. All exterior wall mounted fixture mounted below 12 foot above grade shall be "vandal resistant" design. Additionally, all fixtures installed below 5 foot above grade shall have tamperproof screws.
4. All exterior fixtures shall have internal electrical components (socket and ballast) in a tray type configuration with connectors for simplified replacement of failed components.
5. Where required to control light trespass, exterior fixture shall be provided with "house side shields" (or the equivalent). Fixtures using "barn doors" are not acceptable.

6. Light controls: Refer to 26 50 00, PART 2, D.

B. See 26 50 00. PART 2, G. LAMP AND BALLAST GUIDELINES FOR ALL LIGHTING.

1.03 General Illuminance Levels for Exterior Lighting

A. Illuminance levels shall be designed based careful consideration of the use. The following schedule is a general guide for lighting levels. The schedule is not intended to replace or supplant the information included in the cited references, and is included here for general information.

RECOMMENDED MAINTAINED ILLUMINANCE VALUES FOR PARKING FACILITIES (FROM IESNA RP-20-98)

AREA OR SPACE	**MIN AVG**	**MINIMUM**	**MAX:MIN**
Parking garage (night)	NA	1.00 fc	10:1
Parking garage ramps (day)	NA	2.0 FC	10:1
Parking garage ramps (night)	NA	1.0 FC	10:1
Parking garage entrances (day)	50	NA	NA
Parking garage entrances (night)	NA	1.0 fc	10:1
Parking (levels open to sky)	NA	0.5 fc	15:1
STAIRWAYS (serving structured parking)	NA	2.0 fc	NA

AREA OR SPACE	**MINIMUM**	**MAX:MIN**
Parking lots (enhanced security)	0.5 fc	15:1

RECOMMENDED MAINTAINED ILLUMINANCE VALUES FOR ROADWAYS (FROM IESNA RP-8-00)

AREA OR SPACE	**MIN AVG**	**AVG:MIN**
Roadways (Collector)	1.2 fc	4.0

RECOMMENDED MAINTAINED ILLUMINANCE VALUES FOR PEDESTRIAN WAYS (FROM IESNA RP-33-99)

AREA OR SPACE	**MIN AVG**	**MAX:MIN**
Pedestrian stairways	0.5 fc	10:1
Sidewalks (roadside)	0.5 fc	10:1
Walkways distant from roadways	0.5 fc	10:1

Sidewalk and walkways illuminance values are based on a pedestrian activity for an intermediate area.

All illuminance levels are horizontal footcandles measured at the ground plane. See the cited IESNA documents for requirements for vertical illuminance levels. See paragraph 26 50 00, PART 3, 3.01 PROJECT DELIVERABLES for documentation requirements related to illuminance levels.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION 26 56 00

BID SHEET
RFP #735-18-8196
CAMPUS LIGHTING ADDITIONS

Base Price:_____

Total:_____

Company:_____

Address:_____

City:_____

Printed Name:_____

Signature:_____

Email:_____

Telephone:_____

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The University prefers customers of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

REFERENCE ONE

Government/CompanyName:_____

Address:_____

ContactPersonandTitle:_____

Phone:_____ Fax:_____

Contract Period:_____ ScopeofWork:_____

REFERENCE TWO

Government/CompanyName:_____

Address:_____

ContactPersonandTitle:_____

Phone:_____ Fax:_____

Contract Period:_____ ScopeofWork:_____

REFERENCE THREE

Government/CompanyName:_____

Address:_____

ContactPersonandTitle:_____

Phone:_____ Fax:_____

Contract Period:_____ ScopeofWork:_____

AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF TEXAS
COUNTY OF WICHITA

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared

_____

_

who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____

_____

_ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

_____

_____

_____

Telephone number_____

Email_____

_____
Signature
Name:_____

Title:_____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____day of _____,
20 _____.

_____
Notary Public in and for the
State of Texas.

PURCHASING AGREEMENT
BETWEEN
MIDWESTERN STATE UNIVERSITY
AND

Choose an item.

This Standard Purchasing Agreement ("Agreement") is entered into between the **Midwestern State University (**"**University") and, ("Contractor").** University and Contractor may be referred to singularly as a "Party" and collectively as the "Parties." The Parties mutually agree and covenant as follows:

1. **TERM:** The term of this Agreement ("Term") will begin on _____, and end on_____, unless terminated earlier pursuant to the terms of this Agreement or extended by mutual written agreement of the Parties.

2. **GOODS/SERVICES :**

☐ Check here if an exhibit, offer, proposal or other similar document (collectively, "Attachment") is being added as part of this Agreement. Any such Attachment: (i) should be described above in this Section 2 and attached to this Agreement; and (ii) is hereby incorporated by reference. In the event of any inconsistency between the Attachment and this Agreement, or any other similar document of Contractor and this Agreement, this Agreement will prevail.

3. **COMPENSATION:** Check one box only:
☒ **This is a fixed price contract.** University will pay Contractor the amount of **$.00**.

☐ **This is <u>not</u> a fixed price contract**. University will pay Contractor an amount not to exceed **$** based on an hourly fee and /or other method of calculation as follows:

☐ **This is <u>not</u> a fixed price contract and will be performed on a service-order basis.** University will pay Contractor an amount not to exceed $ (based on service order form(s) to be completed and signed by the Parties, a version of which will be provided to Contractor by University). University will engage Contractor on an "as-needed if needed" basis and does not guarantee the purchase of any quantity or dollar amount of services.

4. **PAYMENT TERMS:** Contractor shall submit detailed invoices to University describing the services rendered the times when such services were performed, compensable expenses and the amount due. University will pay undisputed amounts within thirty (30) days of receiving goods or invoices, whichever occurs later. Payment terms are subject to Chapter 2251 of the *Texas Government Code.* Contractor understands and agrees that payments under the Agreement may be subject to the withholding requirements of §3402(t) of the *Internal Revenue Code.* University, an agency of the State of Texas, is exempt from Texas sales and use tax on goods and services in accordance with §151.309, *Texas Tax Code,* and Title 34 *Texas Administrative Code* (TAC) Section 3.322.

Notwithstanding any contrary provision of this Agreement, each payment obligation of the University created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of the goods or services. If such funds are not allocated and available, this Agreement may be terminated by the University. The University shall notify Contractor at the earliest possible time before such termination. No penalty shall accrue to the

University in the event this provision is exercised, and the University shall not be obligated or liable for any future payments due or any damages as a result of termination under this section. This provision shall not be construed so as to permit the University to terminate this Agreement in order to purchase, lease, or rent similar goods or services from another party.

5. **ELIGIBILITY TO RECEIVE PAYMENT:** In accordance with Section 231.006 of the *Texas Family Code* and Sections 2155.004 and 2155.006 of the *Texas Government Code,* Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is or becomes inaccurate. Contractor acknowledges that, in accordance with Section 403.055 of the *Texas Government Code,* as applicable, if the Texas Comptroller of Public Accounts is currently prohibited from issuing a warrant to Contractor, Contractor agrees that payment under this Agreement will be applied to the debt or delinquent taxes are paid in full. And pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

6. **CONTRACTOR'S STATUS AND RESPONSIBILITIES:** In performing the services, Contractor will be deemed an independent contractor and not the University's agent or employee. This Agreement will not be construed to create any partnership, joint venture or other similar relationship between the Parties. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the services. Contractor shall perform the services in strict accordance with this Agreement and in accordance with the highest standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar services.

   ☐ Check here if Contractor is an individual and has been a temporary or permanent employee of the State of Texas (including any employment with Midwestern State University) within the past two (2) years; if so, Contractor must attach a separate statement setting for the name of the agency or department by which Contractor was employed, the dates of employment, the annual rate(s) of compensation during such employment and the nature of the Contractor's duties.

7. **INTELLECTUAL PROPERTY:** Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

8. **OWNERSHIP OF WORK PRODUCT:** All work products, including any software, research, reports, studies, data photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligation under this Agreement will be deemed work for University upon completion, termination or cancellation of this Agreement. Any program data or other materials furnished by University for use by Contractor in connection with the services performed under this Agreement will remain University's property.

9. **INDEMNITY:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless University, and each of their directors, officers, agents and employees from and against all liability, loss, expense (including reasonable litigation costs and attorney fees), or claims for injury or damages arising out of the performance of this Agreement (collectively, "Claim") to the extent the Claim arises from the negligence, willful act, breach of contract or violation of law by Contractor, its employees,

agents, contractors or subcontractors.

10. **INSURANCE:** Unless an appropriate University representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with general liability insurance coverage of $1,000,000 per occurrence. If, during the term, Contractor will enter University property, Contractor shall also maintain the following insurance: (i) worker's compensation coverage as required by law with statutory limits for the State of Texas, including employers liability coverage of $500,000 per accident; (ii) commercial automobile liability coverage of $1,000,000 combined single limit; (iii) for engineers and architects only: professional liability coverage of $5,000,000 per occurrence; and (iv) for builders only: builders risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against University. Comprehensive general liability and commercial automobile liability policies must name University as additional insured. Contractor shall provide certificates of Insurance evidencing the insurance requirements prior to the start of work.

11. **INSPECTION AND ACCEPTANCE OF SERVICES:** University reserves the right to inspect the services provided under this Agreement at all reasonable times and places during the term. If any of the services do not conform to the requirements set forth in this Agreement, University may (i) require Contractor to perform the services again in conformity with such requirements, with no additional charge to the University; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to University in this Agreement or otherwise available at law.

12. **RISK OF LOSS:** All work performed by Contractor pursuant to this Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by University. In the case of any loss or damage to the work prior to the University's acceptance, such loss or damage will be Contractor's responsibility. Delivery of any goods to University pursuant to this Agreement must by FOB destination.

13. **COMPLIANCE:** Contractor shall observe and abide by all applicable state and federal law requirements and University policies and procedures. Contractor shall certify that he/she or it is in compliance with all applicable state and federal laws as it relates to the terms and conditions of this Agreement.

14. **CONFIDENTIALITY; DATA PROTECTION:** Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval. As applicable, Contractor shall maintain and process all information it receives in compliance with all applicable data protect/privacy laws and regulations and University policies.

15. **PUBLICITY:** Contractor shall not use University's name, logo or other likeness in any press release, marketing material or other announcement without University's prior written approval.

16. **SUBCONTRACTORS:** If Contractor is permitted to subcontract any of the services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of

the services.

17. **PRODUCTS AND MATERIALS PRODUCED IN TEXAS:** In performing its obligations under this Agreement, Contractor shall purchase products and materials produced in Texas when such products and materials are available at **a** price and delivery time comparable to products and materials produced outside of Texas. [Section 2155.4441 of the Texas Government Code]

18. **TRAVEL EXPENSES:** In the event the Agreement requires the University to reimburse Contractor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

19. **BONDS:** If applicable to the Services and this Agreement, Contractor shall secure payment and/or performance bonds in accordance with Section 2253.021 of the Texas Government Code upon executing this Agreement.

20. **AUDIT:** Execution of this Agreement constitutes Contractor's acceptance of the authority of University, the Texas State Auditors and/or their designated representative (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Contractor agrees to cooperate with the Auditor conducting such audits or investigations and to provide all information and documents reasonably requested.

21. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement.

22. **DEFAULT:** A party will be in default of this Agreement if such Party fails to comply with any obligation in this Agreement and such failure continues for ten (10) days after receiving written notice from the non-defaulting Party. In the event of default, upon written notice to the defaulting Party, the non-defaulting Party may terminate this Agreement as of the date specified in the notice, and may seek other relief as provided by law.

23. **TERMINATION FOR CONVENIENCE:** University may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to Contractor. University will only be liable for payment for Services received prior to the effective date of such termination.

24. **NOTICE:** Any notice required or permitted by this Agreement must be in writing and addressed to the Party at the address set forth below, or such other address as is subsequently specified in writing. Notice will be effective at the date: (i) delivered by national courier service or Registered/Certified Main, postage prepaid, return receipt required, or (iii) received by facsimile.

25. **BREACH OF CONTRACT CLAIMS:** To the extent Chapter 2260 of the *Texas Government Code* is applicable to this Agreement and is not preempted by other law, the dispute resolution process provided by Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 will be used by the Parties to attempt to resolve any claim for breach of contract made by Contractor against University that cannot be resolved in the ordinary course of business. An event or claim for breach of contract is not grounds for Contractor to suspend performance under this Agreement. The Parties specifically agree that (1) neither the execution of the Agreement by

University nor any other conduct, action or inaction of any representative of University relating to the Agreement constitutes or is intended to constitute a waiver of University's or the State's sovereign immunity to suit; and (2) University has not waived its right to seek redress in the courts.

26. **FUNDING CONTINGENCY:** University's performance under this Agreement may be dependent upon appropriation of funds by the Texas State legislature ("Legislature") and/or allocation of funds by University's Board of Regents ("Board"). If the Legislature fails to appropriate the necessary funds or the Board fails to allocate the necessary funds, University may terminate this Agreement without liability by providing written notice to Contractor.

27. **CONTRACTOR REPRESENTATIONS:** If Contractor is a business entity, it represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Texas ; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in this Agreement; and (iv) the individual executing this Agreement on behalf of Contractor is authorized to do so. If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code*, then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

28. **WAIVER:** Waiver by either Party of a breach or violation of any provision of this Agreement will not operate as waiver of any subsequent breach.

29. **SURVIVAL:** Termination or expiration of this Agreement will not affect the Parties' rights obligations that, by their nature and context, are intended to survive termination or expiration.

30. **ELECTRONIC DELIVERY:** Execution and delivery of this Agreement by exchange of email or fax copy containing the signature of a Party will constitute a valid and binding execution and delivery of this Agreement by such Party.

31. **LIMITATIONS:** The University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on the University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; indemnities; and confidential information. Terms and conditions of this Agreement relating to these limitations will only be binding on the University to the extent permitted by the Constitution and the laws of the State of Texas.

32. **JURISDICTION AND VENUE; GOVERNING LAW:** It is expressly understood and agreed that the location and place of performance for this Agreement is stipulated to be in Wichita Falls, Wichita County, Texas, and the proper place of venue for suit of all disputes arising under this Agreement shall solely be in Wichita County, Texas. This Agreement and all of the rights and obligations of the Parties thereto and all of the terms and conditions hereof will be construed, interpreted and applied in

accordance with and governed under the laws of the State of Texas.

33. **AUTHORITY:** The person signing below on behalf of the University and Contractor warrants that he/she has the authority to execute this Agreement according to its terms.

34. **OFFICIAL NOT TO BENEFIT:** No trustee, officer, director, regent, employee, administrator and representative of University shall be admitted to any share or part of this Agreement or to any benefit that may arise there from.

35. **NONDISCRIMINATION:** Contractor shall comply with State of Texas and federal civil rights laws and University policies prohibiting discrimination and harassment. Contractor shall not discriminate against an employee or applicant for employment with respect to the hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, gender, national origin, age, sexual orientation, veteran status, or disability that is unrelated to the individual's ability to perform the duties of a particular position. A breach of this covenant may be regarded as a material breach of this Agreement.

36. **NON-ASSIGNABLE CONTRACT:** This Agreement cannot be assigned, in whole or in part, by either party.

37. **MISCELLANEOUS:** This Agreement, together with any Attachment(s), constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior contracts, agreements, representation and understanding made by the Parties relating to such subject matter. This Agreement may not be waived, altered, amended or otherwise modified except by the written agreement of both Parties. Contractor may not assign this Agreement with University's prior written consent. The invalidity or unenforceability of any provision(s) of this Agreement will not impair the validity and enforceability of the remaining provisions.

38. **EFFECTIVE DATE:** This Agreement shall be deemed to be effective on _____and is signed by the respective Parties on the dates of their respective signatures as appear below.

INSURANCE REQUIREMENTS WAIVER - IF the Insurance Requirements are not applicable to the services or if University otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate University representative may waive the requirements by initialing here ---------→ _____.
Otherwise, Contractor must satisfy the insurance requirements specified in this Agreement.

PURCHASING AGREEMENT
BETWEEN
MIDWESTERN STATE UNIVERSITY
AND

Choose an item.

IN WITNESS WHEREOF:

Midwestern State University:		_____.:	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____