



### Sole/Single Source Form

Complete one form for each sole/single source expenditure as it applies and attach a sole source letter and quote from the vendor. All forms are valid for one (1) year from approval date unless specified by Purchasing below. **Requests \$100,000 and greater will be routed to all signature parties, and requires City Council approval prior to the purchase.**

Return completed forms to Purchasing at [Purchasing@killeentexas.gov](mailto:Purchasing@killeentexas.gov).

Department/Division: Aviation / Maintenance Requestor Name: Alfred Palmieri

Vendor Name: Eaton Crouse-Hinds Cost: \$ 265,850.00 Date: 03/19/2026

Check each box that applies to your sole/single source purchase:

- Items available from only one source because of patents, copyrights, secret processes, or natural monopolies. Films, manuscripts, or books.
- Gas, water, or other utility services (Letter from vendor not required)
- Captive replacement parts or components for equipment.
- Books, papers, and other library materials for a public library available only from the persons holding exclusive distribution rights to the materials.
- Management services provided by a non-profit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.
- Annual maintenance for software and equipment the City already owns.
- Single source because of standardization, warranty, or other factors.
- Other \_\_\_\_\_

Describe in detail the product and/or service to be procured and how they meet your needs.

Eaton Crouse-Hinds is the original equipment manufacturer (OEM) of the Airfield Lighting Control and Monitoring System (ALCMS) and retains exclusive rights to its proprietary software, firmware, and system architecture. No third-party vendor has authorized access to the system's source code, diagnostic tools, or engineering documentation required to perform comprehensive maintenance or repairs.

Department/Division Head Signature: **Jarrold Provost** Digitally signed by Jarrold Provost  
Date: 2026.03.19 16:12:29 -05'00'

Purchasing division justification:

Eaton Crouse-Hinds retains exclusive rights.

Director of Procurement Signature: **Sophonia Price** Digitally signed by Sophonia Price  
Date: 2026.03.25 13:16:47 -05'00'  Approved  Disapproved

Expiration Date: \_\_\_\_\_

*The approvals on the following page are required for expenditures \$100,000 and greater:*

Executive Director of Finance Signature: Lorianne Luciano Digitally signed by Lorianne Luciano  
Date: 2026.03.26 15:55:39 -05'00'  Approved  Disapproved  
Comments:

City Attorney Signature: Holli Clements Digitally signed by Holli Clements  
Date: 2026.03.31 08:53:30 -05'00'  Approved  Disapproved  
Comments:

City Manager Signature: Lauren Wilson Digitally signed by Lauren Wilson  
Date: 2026.03.31 12:02:55 -05'00'  Approved  Disapproved  
Comments:

# Crouse-Hinds

by **EATON**

March 19, 2026

Petra Grayson

Killeen Regional Airport (GRK)

8101 Clear Creek Road | Killeen, TX 76549

**RE:** Killeen Regional Airport (GRK) ALCMS Maintenance Contract

The Airfield Lighting Control and Monitoring System (ALCMS) currently in operation at Killeen Regional Airport was supplied by **Eaton Crouse-Hinds Airport Lighting**. Components of the ALCMS are installed at the following locations:

- Air Traffic Control Tower
- West Electrical Vault
- East Electrical Vault
- North Approach Shelter
- South Approach Shelter

The ALCMS provides critical control of airfield lighting systems during both standard and low-visibility airport operations, ensuring the safe and efficient movement of aircraft.

In addition, the ALCMS provides Electrical Maintenance personnel with real-time monitoring and status information for critical system components, enabling timely diagnosis and response to operational issues.

Eaton Crouse-Hinds Airport Lighting is the sole authorized supplier of the equipment and services required for routine system maintenance, proprietary software modifications, and necessary system upgrades associated with the ALCMS.

Quote No. 24314144, attached, was submitted for a multi-year maintenance contract to support continued operation and reliability of the system.

Sincerely,

3/19/2026

 Godel Nir

Nir Godel

Signed by: Godel, Nir

Nir Godel  
Product Line Manager  
Airport Lighting Products



Powering Business Worldwide

# Customer Quotation

Cooper Crouse-Hinds, LLC  
Airport Lighting  
1200 Kennedy Road  
Windsor, CT 06095  
Phone: (860) 683-4300  
Fax: (860) 683-4354  
www.chalp.com

**Sold-to address**  
PROJECT QUOTE  
TO BE DETERMINED  
SYRACUSE NY 13201  
US

**Ship-to address**  
PROJECT QUOTE  
TO BE DETERMINED  
SYRACUSE NY 13201  
US

Quotation Number **24314144** Date **12/08/2025**  
Customer Number **13705**  
Prepared By **Nir Godel**  
Validity period **12/08/2025 to 06/30/2026**  
Project Number **MAINTENANCE CONTRACT**  
Project Name **GRK**  
Sales Representative **900000012 / NERSM JIM TEIXEIRA**  
Customer Service Contact **CSC CCH SYRACUSE** Tele: **8667645454** Fax: **3154775153**

**Incoterms:** Pre-Paid FCA ORIGIN PLANT  
**Payment Terms:** Net 30 Days

THIS DOCUMENT INCORPORATES AND IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS.

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
<b>Cust.item Catalog Number</b>						
<b>Cust.Material Number</b>						
10	1	EA	ALCMS MAINTENANCE CONTRACT LEVEL 2 ***** YEAR 1 - One full Year starting in 2026 and ending in 2027  Including: - Unlimited phone support - Two ALCMS preventive maintenance visits per year - Perform CHALP CCR Testing program per FAA requirements during one of the scheduled visits, - System security evaluations and updates per SCAP requirements prior to each visit including a detailed report (See attached proposal for detailed tasks performed) *****	12613798	48,300.00	48,300.00
20		EA	OPTIONAL ADDER *****	APPARENT		
30	1	EA	ALCMS MAINTENANCE CONTRACT LEVEL 2 YEAR 2 - One full Year starting in 2027 and ending in 2028	12613798	50,750.00	50,750.00
40	1	EA	ALCMS MAINTENANCE CONTRACT LEVEL 2 YEAR 3 - One full Year starting in 2028 and ending in 2029	12613798	53,250.00	53,250.00
50	1	EA	ALCMS MAINTENANCE CONTRACT LEVEL 2 YEAR 4 - One full Year starting in 2029 and ending in 2030	12613798	55,650.00	55,650.00
60	1	EA	ALCMS MAINTENANCE CONTRACT LEVEL 2 YEAR 5 - One full Year starting in 2030 and ending in 2031	12613798	57,900.00	57,900.00



Powering Business Worldwide

Cooper Crouse-Hinds, LLC  
Airport Lighting  
1200 Kennedy Road  
Windsor, CT 06095  
Phone: (860) 683-4300  
Fax: (860) 683-4354  
www.chalp.com

# Customer Quotation

Page 2 of 3

**Quotation no./Date**  
24314144 / 12/08/2025

**Project No :**  
MAINTENANCE CONTRACT  
**Project Name :**  
GRK

---

<b>Product Subtotal</b>	<b>265,850.00</b>
<b>Final amount in USD</b>	<b>265,850.00</b>

---

# Terms and Conditions

- 1. Applicable Terms and Conditions**

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.
- 2. Price, Payment Terms, and Title**

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Prices are stated in United States dollars unless otherwise indicated, are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section, Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in all Products for which title has passed (including all after-acquired Products) that Seller sells Buyer and all proceeds of Products (including but not limited to all products in which Products are incorporated and any funds and products that Buyer receives in exchange for Products). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.
- 3. Delivery and Risk of Loss**

(a) Unless otherwise agreed in writing, all deliveries of Products will be FCA (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.
- 4. Acceptance**

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.
- 5. Limited Warranty**

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, lamps, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be born by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products, except for LED Products, is twelve(12) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) The warranty period for LED Products is forty-eight (48) months from the documented installation completion date. LED Products are light fixtures containing light emitting diode other than solar, utility and obstruction lighting.

(f) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES.EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.
- 6. LIMITATION OF LIABILITY**

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.
- 7. Cancellation and Return of Products**

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for reasonable termination charges, including all progress billings and all incurred direct manufacturing costs. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.
- 8. Force Majeure**

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.
- 9. Work Product**

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.
- 10. Confidentiality**

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.
- 11. Patent Indemnity**

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.
- 12. Changes in Product Design or Manufacture**

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.
- 13. Software License**

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.
- 14. Compliance with Laws**

Buyer shall comply with all laws and regulations applicable to Products including but not limited to all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's agent's failure to provide the information requested by Seller.
- 15. Waiver**

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.
- 16. Language**

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.
- 17. Choice of Law and Dispute Resolution**

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a provinceof Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claimor litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas.If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.
- 18. Assignment**

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.
- 19. Severability**

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law. CCH 033012