



**CITY OF SAN ANTONIO**  
**PURCHASING AND GENERAL SERVICES DEPARTMENT**

FORMAL INVITATION FOR BID ("IFB") NO.: 6100004264

**MUNICIPAL FACILITIES LIGHTING RETROFIT PROJECT**

Date Issued: APRIL 14, 2014

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM MAY 12, 2014**

Bids may be submitted by any of the following means:  
Electronic submission through the Portal  
Hard copy in person or by mail

**ORIGINAL**

Address for hard copy responses:

Physical Address:

City Clerk's Office  
100 Military Plaza  
2<sup>nd</sup> Floor, City Hall  
San Antonio, Texas 78205

Mailing Address:

City Clerk's Office  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"MUNICIPAL FACILITIES LIGHTING RETROFIT PROJECT"

Bid Due Date: 2:00 p.m., MAY 12, 2014

Bid No.: 6100004264

Bidder's Name and Address

Bid Bond: YES      Performance Bond: YES      Payment Bond: YES      Other: N/A

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES

DBE / ACDBE Requirements: NO

See Instructions for Bidders and Attachments sections for more information on these requirements.

Pre-Submittal Conference \* YES

\* If YES, the Pre-Submittal conference will be held on APRIL 21, 2014 at 1:00 pm at ROSEDALE (WESTSIDE) YMCA AT 2900 RUIZ ST SAN ANTONIO, TX 78228.

Following the Pre-Submittal meeting, there will be site visits hosted by City staff at three locations. Please see the Pre-Submittal Conference and Site Visits passage within Section 003 – Instructions for Bidders on pages 4-5 for information on times and facility names & addresses.

Staff Contact Person: JORGE D FIGUEROA, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966. Email: JORGE.FIGUEROA@SANANTONIO.GOV

SBEDA Contact Information: EDSON ZAVALA, 210-207-3962, EDSON.ZAVALA@SANANTONIO.GOV

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## 003 - INSTRUCTIONS FOR BIDDERS

### Submission of Bids.

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Bids. Submit one bid electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Bids sent to City by facsimile or email shall be rejected.

Modified Bids. Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids. For hard copy bids, provide a cover letter with the bid, indicating it is a modified bid and that the Original bid is being withdrawn. For electronic bids, a modified bid will automatically replace a prior bid submission. See below for information on submitting Alternate Bids.

City shall not be responsible for lost or misdirected bids or modifications.

Bidders must sign the Signature Page on hard copy bids and return the IFB document to City. For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Bidders are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Bidder's being held liable for the submission.

Certified Vendor Registration Form. If Bidder has not completed City's Certified Vendor Registration (CVR) Form, Bidder is required to do so prior to the due date for submission of bids. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Bidders must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Bids. Alternate bids may be allowed at the sole discretion of City.

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

Electronic Alternate Bids Submitted Through the Portal. All alternate bids are recorded with original bids when submitted electronically.

Catalog Pricing. (This section applies to bids using catalog pricing.)

The bid will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Bidders shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a bid is submitted. Bidder shall provide said catalog at the time of submission of its bid. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for bids submitted electronically.

Bidders may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall bid evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

#### Restrictions on Communication.

Bidders are prohibited from communicating with: 1) elected City officials and their staff regarding the IFB or bids from the time the IFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the IFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference.

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date bids are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Bidders may provide responses to questions asked of them by the Staff Contact Person after bids are received and opened. The Staff Contact Person may request clarification to assist in evaluating Bidder's response. The information provided is not intended to change the bid response in any fashion. Such additional information must be provided within two business days from City's request.

Bidders and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this IFB after the bid due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, bidders and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Bidders and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this IFB after the bid due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

#### Pre-Submittal Conference and Site Visits.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Bidders are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City.

Immediately following Pre-Submittal Conference, the City will facilitate site visits at approximately three (3) facilities where lighting retrofit work is to be conducted. Attendance at the site visits is optional, but highly encouraged:

1) 3:30 pm April 21, 2014 San Fernando Gym: 319 W. Travis

- 2) 4:15 pm April 21, 2014 San Pedro Park: 1315 San Pedro Park  
3) 5:00 pm April 21, 2014 Brackenridge Park: 3535 Avenue B.

Additional site visits may be conducted by Contractor. Refer to Attachment H - Facilities List – Municipal Facilities Lighting Retrofit Project to determine which facilities require scheduling coordination for additional site visits. Respondents may schedule a site visit by contacting Jorge Figueroa (210-207-2237) at least 24 hours in advance for a proposed site visit.

#### Changes to IFB.

Changes to this IFB made prior to bid opening shall be made directly to the original IFB. Changes are captured by creating a replacement version each time the IFB is changed. It is Bidder's responsibility to check for new versions until the bid due date. City will assume that all bids received are based on the final version of the IFB as it exists on the day bids are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the IFB.

#### Preparation of Bids.

All information required by the IFB must be furnished or the bid may be deemed non-responsive and rejected. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If Bidder is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the bid may be rejected.

Line Item Bids. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which Bidder wishes to be considered. All bids are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

All or None Bids. Any bid that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the bid being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one bidder only.

Delivery Dates. Proposed delivery dates must be shown in the bid form where required and shall include weekends and holidays, unless specified otherwise in this IFB. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the bid. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by Bidder after contract award.

#### Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Bids submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with bid response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with bid specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items bid to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply

with City's request may result in rejection of a bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

#### Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this IFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder.

Confidential or Proprietary Information. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

#### Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this IFB. Such acquisition(s) shall be at the prices stated in the bid, and shall be subject to Bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid.

Bidder must sign and submit the rider, if attached to this IFB, with its bid, indicating whether Bidder wishes to allow other Entities to use its bid. Bidder shall sign and return any subsequently issued riders within ten calendar days of receipt. Bidder's decision on whether to allow other Entities to use the bid shall not be a factor in awarding this IFB.

Costs of Bidding. Bidder shall bear any and all costs that are associated with the preparation of the Bid, attendance at the Pre-Submittal Conference, if any, or during any phase of the selection process.

#### Rejection of Bids.

City may reject any and all bids, in whole or in part, cancel the IFB and reissue the solicitation. City may reject a bid if:

Bidder misstates or conceals any material fact in the bid; or

The bid does not strictly conform to law or the requirements of the solicitation;

The bid is conditional; or

Any other reason that would lead City to believe that the bid is non-responsive or Bidder is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any bid, such as failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

Variances and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submitted on the forms furnished. Bids that change the format or content of City's IFB will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be opened publicly and read aloud at 2:30 on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11<sup>th</sup> Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

#### Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the City Council. The City Council makes the final determination regarding award.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Bidder results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

City reserves the right to utilize historical usage data as a basis for evaluation of bids when future usages are unable to be determined.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

#### Inspection of Facilities/Equipment.

Depending on the nature of the IFB, Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

Prospective bidders must prove beyond any doubt to City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

#### Prompt Payment Discount.

Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Tabulations. The Purchasing Division will post preliminary tabulations within 7 days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read during the bid

opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.

#### Bid Protest Procedures.

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director and appeal any adverse decision to the City Manager of the City of San Antonio.

Bidder must deliver a written notice of protest to the Director within 7 calendar days of the posting of the intent to award. If Bidder does not file a written notice within this time, Bidder will have waived all rights to formally protest the intent to award. It is Bidder's responsibility to check the City's website posting.

Debriefing. Debriefing of contract award is available upon request and after award of the Contract.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Bidder should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed bid. The Purchasing Division will not deliver the form to the City Clerk for you.



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### A. Scope of Work:

The City of San Antonio is soliciting bids for a contractor to furnish all supplies, labor, equipment, and material required to perform lighting retrofits at various City of San Antonio facilities. These facilities are of varying ages and conditions and may include indoor and/or outdoor lighting. Retrofits may include the installation of high-efficiency bulbs, ballasts and control technologies based on the specific needs of each location. A comprehensive listing of retrofits by facilities is included (Attachment B – Rev I. Detailed Scope of Work dated 5/2/14 - Municipal Facilities Lighting Retrofit Project), which will serve as the guide for the contractor's work. These specifications are intended to define the level of quality and performance of the requested equipment/service and not to be restrictive. However, in the event that material types or specifications identified in the field vary from what is provided by the City, adjustments may be made after the contract has been approved so that the correct lighting products are installed. All variations from specified items shall be fully explained by the contractor and subject to review and approval by the City.

All retrofits must be completed by September 30, 2014, unless extension is granted in writing by the Chief Sustainability Officer.

The remaining scope must be completed no later than November 30, 2014.

### Experience and Qualifications:

Contractor must obtain permits necessary for compliance with all local, state, and national codes before commencing or scheduling retrofits.

Contractor is required to have a centralized point of contact and qualified personnel with demonstrated experience in overseeing this lighting services contract.

Bidder must submit with its bid package information describing its competency in performing this type of Lighting services, accompanied with personnel staffing levels; personnel experience; licenses or certifications of key staff; equipment availability or, if equipment is not owned, information showing Bidder's plan for and ability to obtain the equipment prior to starting work.

A bid package submitted without appropriate experience information and licenses requested may be deemed non-responsive and disqualified from evaluation.

All loss or damage arising out of the nature of the work, or from the action of the elements, during unfavorable weather, or other unsuitable conditions, or from any unusual obstruction or difficulty, or any other natural or existing circumstance either known or unforeseen, which may be encountered in the prosecution of work, shall be sustained and borne by the Contractor at his own cost and expense.

City will not be responsible for any materials, tools and/or equipment that are left during the unattended hours by Contractor.

In case of an emergency, City may order Contractor to stop work on the project and clear the area of all personnel and equipment. Contractor shall comply with such order with all possible speed.

### SERVICE REQUIREMENTS:

The Contractor shall:

Leave the work area clean and free of materials, debris, and Contractor's equipment to the satisfaction of each Facility Representative. Contractor shall remove from the premises and properly dispose of all packaging used in performance of the service and dispose of it in strict accordance with all applicable federal, state and local laws and regulations.

Contractor and his/her personnel shall wear an identification tag and uniform with the company name and employee name visible at all times while on City premises. Contractor vehicles will be clearly marked with the Contractor's business name on one or both sides of the vehicle.

## **INSPECTIONS OF FACILITIES:**

Contractor shall:

Conduct an initial inspection of each location or site within ten working days after receipt of the purchase order.

## **BUILDING RESTRICTIONS:**

**PARKING:** Contractor shall park only in parking spaces designated by the Facility Representative. The City will not be responsible for any violations, fines, or tickets incurred by the Contractor.

**RESTROOMS AND KITCHENS:** Restrooms and kitchens shall not be used for washing of tools and equipment.

**ACCESS:** If the facility is vacant and locked at time of arrival, the Contractor shall call the designated City facility representative for further instructions. The City shall not incur additional charges for any delay or rescheduling.

### **Task 1: Lighting Retrofit Implementation**

Perform comprehensive lighting system retrofits at up to sixteen (16) City of San Antonio (CoSA) facilities containing approximately 1,100 total fixtures, as listed in Attachment H – Facilities List – Municipal Facilities Lighting Retrofit Project. These locations include both interior and exterior lighted areas, with the majority serving as parks and outdoor recreation areas. Lighting systems to be retrofitted include, but are not limited to, incandescent, mercury vapor, tungsten, halogen, low efficiency fluorescent, “U” tube type fixtures, metal halide, high pressure sodium, and inefficient lighting controls. Lighting timers, occupancy or daylight sensors will be added where necessary. Contractor shall be responsible for verifying where such technology is needed on a fixture-by-fixture basis, and will be paid for additional installations not identified in the original project. Pricing will be in accordance with unit pricing in the price list (Attachment A – Rev I. Price Schedule dated 5/2/14– Municipal Facilities Lighting Retrofit Project). Contractor must have written approval from City’s Purchasing Division prior to installing such additional items.

### **Lighting Retrofit Implementation**

Vendor shall perform lighting system retrofits detailed in the Lighting Scope of Work, as specified in Attachment B – Detailed Scope of Work – Municipal Facilities Lighting Retrofit Project to include the following services:

1. Prior to commencing installation, secure approval from the appointed facility representative for the following:
  - I. Areas permitted for contractor personnel parking.
  - II. Dates, times, and method of access to the site.
  - III. Areas permitted – if any – for storage of materials, equipment, and waste.
2. All work described in the approved Lighting Scope of Work (Attachment B – Rev I. Detailed Scope of Work dated 5/2/14 - Municipal Facilities Lighting Retrofit Project) must be performed in an expedient and professional manner, with the least disruption possible to occupants of the facility.
3. All work must meet any eligible Local, State, and Federal codes as well as the manufacturer’s installation instructions.
4. All lamps, ballasts, fixtures, and other installed electronic devices shall be tested and listed in published reports by approved agencies and shall be installed in accordance with all instructions included as part of such listing.
5. All equipment specified for outdoor use must be UL Listed (or equivalent) for wet locations and must be outdoor-rated.
6. All induction lighting materials (including lamps, fixtures, ballasts, and lighting housings) shall meet, at a minimum, the following standards (as applicable for each specific technology):
  - I. All equipment specified for outdoor use must be UL Listed (or equivalent) for wet locations
  - II. All equipment specified for outdoor use must be out door rated

- III. Heavy-duty aluminum (or equivalent) housing
- IV. Weatherproof paint or finish
- V. Glass lenses shall be high-impact, heat-resistant, UV protected, tempered
- VI. Polycarbonate lenses shall be high-impact, heat-resistant, UV protected
- VII. Continuous silicone rubber gaskets
- VIII. One-piece anodized aluminum reflectors
- IX. Instant-on, flicker-free cold start and hot re-start
- X. Power factor  $\geq 98$
- XI. Lumen maintenance of  $\geq 70\%$  at 75,000 hours
- XII. Color Rendering Index  $> 83$

7. Construction debris, old lamps, old ballasts, etc. must be removed on a daily basis, and disposed of in accordance with all Local, State, and Federal guidelines, and must not create a threat to health or safety at any time. All materials are to be recycled where possible or disposed of and not resold.

8. Perform comprehensive cleaning of fixture housings, reflectors, and lenses for retrofits.

9. Photographs of lighting at each location shall be taken after dusk to capture lighting quality and existing fixture operability both before and subsequent to retrofit completions. This will include a representative sample of each of the primary fixtures identified per location. Photographs must include a digital timestamp.

10. Review the project Scope of Work (Attachment B – Detailed Scope of Work – Municipal Facilities Lighting Retrofit Project) prior to arranging any site visits to verify accuracy of materials specified at each location. This may include lighting types, wattages, voltages, fixture mountings, fixture heights, and lighting control types. CITY shall be notified upon discovery of any errors or discrepancies within the Scope of Work before beginning retrofits.

11. Participate in weekly or regularly-scheduled conference calls with CITY from the inception and throughout the project implementation period.

12. Provide prompt responses to all equipment failures, quality of workmanship errors or deficiencies, and incomplete "punch list" items

13. Update a comprehensive as-built report for each location. A report template will be provided by CITY, which can be updated as needed by the CONTRACTOR.

14. Perform on-site verification of installation and workmanship of lighting retrofit measures with City of San Antonio personnel in a minimum of 30% of the facilities.

15. Co-ordinate pre-retrofit inspection with CPS Energy personnel in order to qualify facility for CPS Energy Large Commercial Lighting Rebate program. Application information may be found on the CPS Energy website: <http://www.cpsenergysavers.com/commercial/start-saving/lighting-rebates>.

16. Submit an application on behalf of the City to CPS Energy Large Commercial Lighting Rebate program for each retrofitted facility.

17. Co-ordinate post-retrofit inspection with CPS Energy personnel to verify resulting reduction in energy consumption under the CPS Energy Large Commercial Lighting Rebate program.

18. Warranty terms by technology shall meet or exceed the following:

Technology	Minimum Rated Burn Hours	Minimum Warranty Term
Compact Fluorescent Lamps	10,000	1 year
Electronic Fluorescent Ballasts	N/A	5 years
Induction New Fixture	100,000	10 years

Induction Retrofit Fixture	100,000	5 years
LED Bullet Fixtures	45,000	3 years
Linear Fluorescent Lamps	24,000	2 years
Workmanship/Labor - Full Coverage	N/A	1 Year

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000. This contract shall terminate on November 30, 2014.

### Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

### All or None Bid.

City of San Antonio will make award to one bidder only.

### Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "Municipal Facilities Lighting Retrofit Project" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations  d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage     f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Finance Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Vendor to stop work hereunder, and/ or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payment of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

#### Bid Bond.

Contractor must submit a bid bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$5000. The Bid Bond shall be valid for 120 days following the deadline for submission of bids. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Bidder is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Bid Bond will be disqualified.

For hard copy bids, the bid bond must accompany the bid. For electronic submissions, Bidder must provide the original bid bond to the City Clerk prior to bid opening in accordance with the instructions for hard copy submissions.

#### Payment Bond.

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

#### Performance Bond.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

#### Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

- Attachment A – Rev I. Price Schedule dated 5/2/14– Municipal Facilities Lighting Retrofit Project
- Attachment B – Rev I. Detailed Scope of Work dated 5/2/14 - Municipal Facilities Lighting Retrofit Project
- Attachment C – Minimum Qualifications - Municipal Facilities Lighting Retrofit Project
- Attachment D – Local Preference Form
- Attachment E – SBEDA Language
- Attachment F – Utilization Plan
- Attachment G – Non-Discrimination Language
- Attachment H – Facilities List - Municipal Facilities Lighting Retrofit Project
- Attachment I – Veteran-Owned Small Business (VOSB) Preference Program
- Attachment J – Supplemental Information Related to the State of Texas Conflict of Interest Requirement
- Attachment K – Photographs of Existing Fixtures at Select Facilities
- Attachment L – Prevailing Wages TX140002
- Attachment M – Reference Sheet

Attachment N – SBEDA Pre-Submittal Presentation  
Attachment O – Good Faith Effort Tips for SBEDA Waivers  
Attachment P – Pre-Submittal Conference Sign-in Sheet

#### Prevailing Wage Rates.

Contractor shall comply with the Wage and Labor Standard Provisions stated below and prevailing wage rates attached hereto and incorporated herein for all purposes as Attachment No. TX140002.

After award of contract, Contractor shall contact City's Labor Compliance office in order to obtain instructions for electronic submission of certified payrolls. This information may be provided at a pre-construction meeting, if one is arranged. Other wise, it shall be Contractor's responsibility to obtain the necessary information.

City of San Antonio  
Capital Improvements Management Services Department  
Labor Compliance Office  
114 W. Commerce, 9th Floor  
San Antonio, Texas 78205  
Attention: Thomas Nixon  
Phone: (210) 207-8774 / Fax: (210) 207-5859  
Cell: (210) 215-7033

#### Wage and Labor Standard Provisions - City of San Antonio Funded Construction.

##### General Statement.

For all City of San Antonio funded public works construction contracts, the City of San Antonio, in accordance with Texas Government Code Section 2258, requires that not less than the general prevailing wage rates (minimum hourly base pay and minimum hourly fringe benefit contribution) for work of similar character be paid to contractor and subcontractor employees. These wage rates are derived from the most current applicable federal prevailing wage rates as published by the United States Department of Labor, Dallas, Texas and authority of Ordinance Nos. 60110 and 71312 as amended and passed by the City Council of the City of San Antonio.

Any deviation from Wage and Labor Standard Provisions compliance shall be cause for City's withholding either periodic interim or final payment to the contractor until such deviations are properly corrected.

##### Labor Compliance Office Responsibilities.

The Labor Compliance Office, Capital Improvements Management Services Department, City of San Antonio, is primarily responsible for all Wage and Labor Standard Provisions investigation and enforcement and will monitor contractor/subcontractor practices to assure the Director of Capital Improvements Management Services Department that:

Appropriate weekly compliance statements and payroll records are submitted to the City by the contractor/subcontractors and that such are reviewed for compliance with the Wage and Labor Standard Provisions.

Apprentices/trainees working on the project are properly identified by the contractor/subcontractor on payroll records and documented as being included in programs currently sanctioned by appropriate federal or state regulatory agencies.

Applicable Wage Determination Decisions, including any applicable modifications and related statements must be posted at the work-site by the contractor and that proper job classification and commensurate minimum hourly base and fringe wage rates are paid.

Employees are periodically interviewed (at random) to assurance of proper work classification and wage rates.



The Labor Compliance Office will investigate all allegations that no person employed by contractor/subcontractor is induced against his will, by any means, to give up any part of the compensation to which he is otherwise entitled.

That any and all periodic administrative directives to the Labor Compliance Office from the Director of Capital Improvements are being implemented. For purpose of these Wage and Labor Standard Provisions, the Director of Capital Improvements Management Services means the Director, his successor, or his designee.

#### Claims & Disputes Pertaining to Wage Rates.

Claims and disputes not promptly and routinely settled by the contractor/subcontractor and employee pertaining to wage rates, or to job classifications of labor employed regarding the work covered by this contract, shall be reported by the employee in writing, within sixty (60) calendar days of employee's receipt of any allegedly incorrect classification, wage or benefit report, to the Labor Compliance Office, City of San Antonio for further investigation. Claims and disputes not reported by the employee to the City's Wage & Hour Office in writing within the sixty (60) calendar day period shall be deemed waived by the employee for the purposes of the City administering and enforcing the City's contract rights against the contractor on behalf of the employee. Waiver by the employee of this City intervention shall not constitute waiver by the City to independently pursue contractual rights it has against the contractor/subcontractor for breach of contract and other sanctions available to enforce the Wage and Labor Standard Provisions.

#### Breach of Wage and Labor Standard Provisions.

The City of San Antonio reserves the right to terminate its contract for cause if the contractor/subcontractors shall for cause if the contractor/subcontractors shall knowingly and continuously breach, without timely restitution or cure, any of these governing Wage and Labor Standard Provisions. A knowing and unremedied proven violation of these Wage and Labor Standard Provisions may also be grounds for debarment of the contractor/subcontractor from future City of San Antonio contracts for lack of responsibility, as determined by the City of San Antonio. Recurrent violations, whether remedied or not, will be considered by the Director of Capital Improvements Management Services Department when assessing the responsibility history of a potential contractor/subcontractor prior to competitive award of future Project Management Office projects. The general remedies stated in this paragraph 4. above, are not exhaustive and not cumulative for the City reserves legal and contractual rights to other specific remedies outlined herein below and in other parts of this contract and as are allowed by applicable City of San Antonio ordinances, state and federal statutes.

#### Employment of Laborers/Mechanics Not Listed In Wage Determination Decision.

In the event that a contractor/subcontractor discovers that construction of a particular work element requires a certain employee classification and skill that is not listed in the wage determinations decision the original contract documents, contractor/subcontractors will make prompt inquiry (before bidding, if possible) to the Labor Compliance Office identifying that class of laborer/mechanics not listed in the wage determination decision who are intended to be employed, or who are being employed, under the contract. Using his best judgment and information resources available to him at the time, and any similar prior decisions, the Director of Capital Improvements Management Services Department, City of San Antonio shall classify said laborers/mechanics by issuing a special local wage determination decision to the contractor/subcontractor, which shall be enforced by the Labor Compliance Office.

#### Minimum Wage.

All laborers/mechanics employed to construct the work governed by this contract shall be paid not less than weekly the full amount of wages due (minimum hourly base pay and minimum hourly fringe benefit contribution for all hours worked, including overtime) for the immediately preceding pay period computed at wage and fringe rates not less than those contained in the wage determination decision included in this contract. Only payroll deductions as are mandated by state or federal law and those legal deductions previously approved in writing by the employee, or as are otherwise permitted by state or federal law, may be withheld by the contractor/subcontractor.

Should the contractor/ subcontractor subscribe to fringe benefit programs for employees, such programs shall be fully approved by the City in adopting a previous U.S. Department of Labor (DOL) decision on such fringe benefit programs or by applying DOL criteria in rendering a local decision on the adequacy of the fringe benefit

programs. The approved programs shall be in place at the time of City contract execution and provisions thereof disclosed to the Labor Compliance Office, City of San Antonio, for legal review prior to project commencement.

Regular contractor/subcontractor contributions made to, or costs incurred for, approved fringe benefit plans, funds or other benefit programs that cover periods of time greater than the one week payroll periods of time period (e.g. monthly or quarterly, etc.) shall be prorated by the contractor/subcontractor on weekly payroll records to reflect the equivalent value of the hourly and weekly summary of fringe benefits per employee.

#### Overtime Compensation Non-Federally Funded Projects.

No contractor/subcontractor contracting for any part of the City of San Antonio funded contract work (except for worksite related security guard services) which may require or involve the employment of laborers/ mechanics shall require or permit any laborer/mechanic in any seven (7) calendar day work period in which he or she is employed on such work to work in excess of 40 hours in such work period unless said laborer/ mechanic receives compensation at a rate not less than one and one-half times the basic hourly rate of pay for all hours worked in excess of 40 hours in a seven (7) calendar day work period. Fringe benefits must be paid for straight time and overtime; however, fringe benefits are not included when computing the overtime rate.

#### Payment of Cash Equivalent Fringe Benefits.

The contractor/subcontractor is allowed to pay a minimum hourly cash equivalent of minimum hourly fringe benefits listed in the wage determination decision in lieu of the contribution of benefits to a permissible fringe benefit plan for all hours worked including overtime as described in paragraph 6 above. An employee is not allowed to receive less than the minimum hourly basic rate of pay specified in the wage determination decision.

#### Work Conducted On Holidays-Non-Federally Funded Projects.

If a laborer/mechanic is employed in the normal course and scope of his or her work on the jobsite on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King, Jr. Day, or the calendar days observed as such in any given year, work performed shall be paid for at no less than one and one half (1 1/2) times the regular minimum hourly base pay regardless of the total number of the laborer/mechanic has accumulated during the pay period.

#### Underpayment Of Wages Or Salaries.

When a "full investigation" (as called for in and as construed under Texas Government Code Section 2258, establishes underpayment of wages by contractor/subcontractor to its laborers/mechanics employed upon the work covered by its contract with the City of San Antonio, the City shall withhold an amount from the contractor, out of any payments (Interim progress and/or final) due the contractor, the City of San Antonio may consider necessary to secure ultimate payment by the appropriate party to such laborers/mechanics, of full wages plus possible penalty (see b. below). The amount withheld, excluding any possible penalty to be retained by City, may be disbursed at an appropriate time after "full investigation" by the City of San Antonio, for and on behalf of the contractor/subcontractor (as may be appropriate), to the respective laborers/mechanics to whom the same is due or on their behalf to fringe benefit plans, funds or programs for any type of minimum fringe benefits prescribed in the applicable wage determination decision.

Texas Government Code Section 2258, states that the contractor shall forfeit as a penalty to the City of San Antonio the sum of sixty dollars (\$60.00) for each calendar day, or portion thereof, for each laborer, workman, or mechanic, who is paid less than the said stipulated rate for any work done under this contract, whether by the contractor himself or by any subcontractor working under him. Pursuant to and supplemental to this statutory authority, the City of San Antonio and the contractor/subcontractor contractually acknowledge and agree that said sixty dollar (\$60.00) statutory penalty shall be construed by and between the City of San Antonio and the contractor/subcontractor as liquidated damages and will apply to any violations of paragraphs 6, 7, or 9 herein, resulting from contractor/subcontractor underpayment violations.

If unpaid or underpaid workers cannot be located by the Contractor of the City after diligent efforts to accomplish same, the contractor report the wages as "unclaimed property" in accordance to Texas State law.

The City of San Antonio requires that the prime contractor send to the Labor Compliance Office a copy of the supporting documentation for the unclaimed property submitted to the State.

#### Displaying Wage Determination Decisions/and Notice to Laborers/Mechanics Statement.

The applicable wage determination decision as described in the "General Statement" (and as specifically included in each project contract), outlining the various worker classifications and mandatory minimum wages and minimum hourly fringe benefit deductions, if any, of laborers/mechanics employed and to be employed upon the work covered by this contract, shall be displayed by the contractor/ subcontractor at the site of work in a conspicuous and prominent public place readily and routinely accessible to workmen for the duration of the project. In addition, the contractor/subcontractor agrees with the contents of the following statement, and shall display same, in English and Spanish, near the display of the wage determination decision:

#### Notice to Laborers/Mechanics.

Both the City of San Antonio and the contractor/subcontractor agree that you must be compensated with not less than the minimum hourly base pay and minimum hourly fringe benefit contribution in accordance with the wage rates publicly posted at this jobsite and as are applicable to the classification of work you perform.

Additionally, you must be paid not less than one and one-half times your basic hourly rate of pay for any hours worked over 40 in any seven (7) calendar day work period, and for any work conducted on the following holidays: New Year's Day, Memorial Day, Fourth of July; Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King Day or the calendar days observed as such in any given year.

Apprentice and trainee hourly wage rates and ratios apply only to apprentices and trainees recognized under approved Federal, or State, apprenticeship training program registered with the Bureau of Apprenticeship and Training, U.S. Dept. of Labor.

If you believe that your employer is not paying the posted minimum wage for the type of work you do, you must make direct inquiry to the employer and inquire in writing within sixty (60) calendar days of your receipt of any allegedly incorrect wage or benefit check or report, to the City of San Antonio Labor Compliance Office, Capital Improvements Management Services Department, P.O. Box 839966, San Antonio, Texas 78283-3966. It is mandatory that the worker promptly file written inquiry of any allegedly incorrect wage or benefit checks or reports with the City of San Antonio, Labor Compliance Office within the sixty (60) calendar day period so that they do not waive your potential right of recovery under the provisions of the City of San Antonio Project Management Office contract that governs this project.

Both the City of San Antonio and the contractor/subcontractor agree that no laborer/mechanic who files a complaint or inquiry concerning alleged underpayment of wages or benefits shall be discharged by the employer or in any other manner be discriminated against by the employer for filing such complaint or inquiry.

#### Payrolls & Basic Payroll Records.

The contractor and each subcontractor shall prepare payroll reports in accordance with the "General Guidelines" instructions furnished by the Labor Compliance Office of the City of San Antonio such payroll submittals shall contain the name and address of each such employee, his correct labor classification, rate of pay, daily and weekly number of hours worked, any deductions made, and actual basic hourly and fringe benefits paid. The contractor shall submit payroll records each week, and no later than seven (7) working days following completion of the workweek being processed, to the Labor Compliance Office, City of San Antonio. These payroll records shall include certified copies of all payrolls of the contractor and of his subcontractors, it being understood that the contractor shall be responsible for the submission and general mathematical accuracy of payrolls from all his subcontractors. Each such payroll submittal shall be on forms deemed satisfactory to the City's Labor Compliance Office and shall contain a "Weekly Statement of Compliance", as called for by the contract documents. Such payrolls will be forwarded to Capital Improvements Management Services, Labor Compliance Office, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966.

This contract is subject to contract compliance tracking, and the prime contractor and any subcontractors are required to provide any noted and/or requested contract compliance-related data electronically in the Labor Compliance Electronic Certified Payrolls System. The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the City of San Antonio Labor Compliance Electronic Certified Payrolls System on a regular basis to manage contract information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contract information is accurate and up-to-date.

The City of San Antonio Labor Compliance Office may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award.

Information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract.

Copies of payroll submittals and basic supporting payroll records of the contractor/subcontractors accounting for all laborers/mechanics employed under the work covered by this contract shall be maintained during the course of the work and preserved for a period of three (3) years after completion of the project. The contractors/subcontractors shall maintain records which demonstrate: any contractor commitment to provide fringe benefits to employees as may be mandated by the applicable wage determination decision, that the plan or program is adjudged financially responsible by the appropriate approving authority, (i.e. U. S. Department of Labor, U.S. Department of Treasury, etc.), and that the provisions, policies, certificates, and description of benefits of the plan or program as may be periodically amended, have been clearly communicated in a timely manner and in writing, to the laborers/mechanics affected prior to their performing work on the project.

The contractor/subcontractor shall make the above records available for inspection, copying, or transcribing by authorized representatives of the City of San Antonio at reasonable times and locations for monitoring compliance with this contract.

All certified payrolls submitted to the Labor Compliance Office are deemed true and accurate. If upon review of the certified payrolls, wage underpayment violations are identified and noted, restitution will be calculated and penalties will be issued to the prime contractor of the project. In order to refute a wage violation, the contractor/subcontractor must provide supporting documentation to the Labor Compliance Office for review and consideration.

#### Labor Disputes.

The contractor/subcontractor shall immediately notify the Project Management Office or designated representative of any actual or impending contractor/subcontractor labor dispute which may affect, or is affecting, the schedule of the contractor's, or any other contractor's/subcontractor's work. In addition, the contractor/subcontractor shall consider all appropriate measures to eliminate or minimize the effect of such labor disputes on the schedule, including but not limited to such measures as: promptly seeking injunctive relief if appropriate; seeking appropriate legal or equitable actions or remedies; taking such measures as establishing a reserved gate, as appropriate; if reasonably feasible, seeking other of supply or service; and any other measures that may be appropriately utilized to mitigate or eliminate the jobsite and scheduling effects of the labor dispute.

#### Complaints, Proceedings, or Testimony By Employees.

No laborers/mechanics to whom the wage, salary, or other labor standard provisions of this contract are applicable shall be or in any other manner discriminated against by the contractor/subcontractors because such employee has filed any formal inquiry or complaint or instituted, or caused to be instituted, any legal or equitable proceeding or has testified, or is about to testify, in any such proceeding under or relating to the wage and labor standards applicable under this contract.

#### Employee Interviews to Assure Wage and Labor Standard Compliance.

Contractor/subcontractors shall allow expeditious jobsite entry of City of San Antonio Labor Compliance representatives displaying and presenting proper identification credentials to the jobsite superintendent or his representative. While on the jobsite, the Labor Compliance representatives shall observe all jobsite rules and regulations concerning safety, internal security and fire prevention. Contractor/subcontractors shall allow project employees to be separately and confidentially interviewed at random for a reasonable duration by the Labor Compliance representatives to facilitate compliance determinations regarding adherence by the contractor/subcontractor to these Wage and Labor Standard Provisions.

#### "Anti-Kickback" Provision.

No person employed in the construction or repair of any City of San Antonio public work shall be induced, by any, to give up to any contractor/subcontractor or public official or employee any part of the hourly and/or fringe benefit compensation to which he is otherwise entitled.

"False or Deceptive Information Provision".

Any person employed by the contractor/subcontractor in the construction or repair of any City of San Antonio public work, who is proven to have knowingly and willfully falsified, concealed or covered up by any deceptive trick, scheme, or device a material fact, or made any false, fictitious or fraudulent statement or representation, or made or used any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be permanently removed from the jobsite by contractor/subcontractor. The City of San Antonio reserves the right to terminate its contract for cause as a result of serious and uncured violations of this provision.

Employment of Apprentices/Trainees.

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship & Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship & Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor/subcontractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in (b) below or is not registered or otherwise employed as stated above, shall be paid the wage rate for the classification of work he actually performs. The contractor/subcontractor is required to furnish to the Labor Compliance Office of the City of San Antonio, a copy of the certification, along with the payroll record that the employee is first listed on. The wage rate paid apprentices shall be not less than the specified rate in the registered program for the apprentice's level of progress expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination decision.

Trainees will be permitted to work at less than the predetermined rate for the work performed when they are employed pursuant to an individually registered program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress. Any employee listed on the payroll at a trainee wage rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the wage rate determined by the classification of work he actually performs. The contractor/subcontractor is required to furnish a copy of the trainee program certification, registration of employee-trainees, ratios and wage rates prescribed in the program, along with the payroll record that the employee is first listed on, to the Labor Compliance Office of the City of San Antonio. In the event the Employment and Training Administration withdraws approval of a training program, the contractor/subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved by the Employment and Training Administration.

Paragraphs above shall not operate to exclude training programs approved by the OFCCP, United States Department of Labor and as adopted by the Associated General Contractors (AGC) of Texas, Highway, Heavy, Utilities and Industrial Branch. Guidelines for these training programs shall be the same as those established for federally funded projects. This sub-paragraph shall not apply to those portions of a project deemed to be building construction.

The Ratio to Apprentice to Journeyman for this project shall be the same as the ratio permitted under the plan approved by the Employment and Training, Administration, Bureau of Apprenticeship and Training, U.S. Department of Labor, by Craft. A copy of the allowable Ratios is included with the applicable Wage Determination Decision in the specifications for this project.

When "full investigation" as called for in, and as construed under, Texas Government Code Section 2258, evidences a violation of the Apprentice or Trainee to Journeyman ratios effective for contractor/subcontractor employees working on this contract, the City of San Antonio, in addition to such other rights as may be afforded it under state and/or federal law and/or other sections of its contract, shall withhold from the contractor, out of any payments (interim progress and/or final) due the contractor, the liquidated damages sum of seventy-five

dollars (\$75.00) for each calendar day, or portion thereof, for each certified Apprentice or Trainee employee assigned to a Journeyman that exceeds the maximum allowable Apprentice/ Trainee to Journeyman ratio stipulated for any work done under this contract, whether by the contractor himself or by any subcontractor working under him.

#### Jobsite Conditions.

Contractors/subcontractors shall not allow any person employed for the project to work in surroundings or under construction conditions which are unsanitary, unhealthy, hazardous, or dangerous as governed by industry standards and appropriate local, state and federal statutes, ordinances, and regulatory guidelines.

#### Employment Of Certain Persons Prohibited.

The contractor/subcontractor shall knowingly only employ persons of appropriate ages commensurate with the degree of required skill, strength, maturity and judgment associated with the activity to be engaged in, but not less than the age of fourteen (14) years, as governed by the Child Labor Law found at Chapter 51 of the Texas Labor Code "Child Labor" Texas Department of Labor and Standards rulings and interpretations associated with that statute. It is hereby noted that in some circumstances generally governed by this section, a federal statute (see: Fair Labor Standards Act, 29 USCS Section 212; Volume 6A of the Bureau of National Affairs Wage Hour Manual at Paragraph 96:I; "Child Labor Requirements in Nonagricultural Occupations" WH Publication 1330, July 1978 as may be amended), could pre-empt the Texas Statute and therefore be the controlling law on this subject. The contractor/subcontractor should seek clarification from state and federal agencies and legal counsel when hiring adolescent employees for particular job classifications.

Prohibited persons not to be employed are also those persons who, at the time of employment for this contract, are serving sentence in a penal or correctional institution except that prior approval by the Director of Capital Improvements Management Services is required to employ any person participating in a supervised work release or furlough program that is sanctioned by appropriate state or federal correctional agencies.

The Contractor/subcontractors shall be responsible for compliance with the provisions of the "Immigration Reform and Control Act of 1986" Public Law 99-603, and any related State enabling or implementing statutes, especially as they in combination apply to the unlawful employment of aliens and unfair immigration-related employment practices affecting this contract.

#### Provisions to Be Included In Subcontracts.

The contractor shall cause these Wage and Labor Standard Provisions, or reasonably similar contextual adaptations hereof, and any other appropriate state and federal labor provisions, to be inserted in all subcontracts relative to the work to bind subcontractors to the same Wage and Labor Standards as contained in these terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors or sub-subcontractors and to give the contractor similar, if not greater, general contractual authority over the subcontractor or subcontractors as the City of San Antonio may exercise over the contractor.

#### Contractor's Responsibility.

The City of San Antonio will hold the prime contractor responsible for ensuring that his subcontractors comply with the Wage and Labor Standards Provisions.

#### Workers' Compensation.

##### Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory

workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The contractor must provide a certificate of coverage to the City prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the City:

- a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Division, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

- provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- obtain from each other person with whom it contracts, and provide to the contractor:

a certificate of coverage, prior to the other person beginning work on the project; and

a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City.



## 006 - GENERAL TERMS & CONDITIONS

Electronic Bid Equals Original. If Vendor is submitting an electronic bid, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

### Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this IFB or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from the City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this IFB, unless otherwise specified in the Specifications/Scope of Services section of this IFB. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

**REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO**

**FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.**

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

**NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT.** NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than \$25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

#### Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

#### INDEMNIFICATION.

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor Vendor,

assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

**Ownership of Documents.** Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

#### Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

**Severability.** If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

**Compliance with Law.** Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

**Certifications.** Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

**Non-waiver of Performance.** Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

**Venue.** Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

**Non-discrimination.** As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

**Delinquent Taxes.** In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

**Binding Contract.** This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

**Entire Agreement.** This contract, including City's final electronically posted online version, together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting a bid, whether electronically or by paper, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Invitation for Bid for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Bidder is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your bid by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Bidder Information

Please Print or Type

Vendor ID No.

Signer's Name

Name of Business

Street Address

City, State, Zip Code

Email Address

Telephone No.

Fax No.

City's Solicitation No.

1033399  
RAY MEDINA  
FACILITY SOLUTIONS GROUP  
3003 NE LOOP 410  
SOUTH AUSTIN, TX. 78218  
raym@fsg1.com  
210-657-5025  
210-656-5663  
#6100004264

  
\_\_\_\_\_  
Signature of Person Authorized to Sign Bid

## 008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

Alternate Bid - two or more bids with substantive variations in the item or service offered from the same bidder in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid - a complete, signed response to a solicitation. The term "bid" is synonymous with the term "offer".

Bid Opening - a public meeting during which bid responses are disclosed.

Bidder - a person, firm or entity that submits a bid in response to a solicitation. The bidder whose bid is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Bid Bond or Bid Guarantee - security to ensure that Bidder (a) will not withdraw the bid within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the bid has been accepted by the City.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contract - the binding legal agreement between the City and Vendor.

Contractor - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Director - the Director of City's Purchasing & General Services Department, or Director's designee.

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Invitation for Bid (IFB) - a solicitation requesting pricing for a specified good or a service.

Line Item - a listing of items in a bid for which a bidder is expected to provide separate pricing.

Low Bid - a bid which is lowest in price, but may not meet all requirements or specifications.

Lowest Responsible Bidder - the bidder whose bid meets all requirements of the specifications, terms and conditions of the IFB and results in the lowest cost to the City in an award based solely on price, taking into consideration the bidder's competence and qualifications to perform the contract.

Non-Responsive Bid - a bid or offer that does not comply with the terms and conditions, or specifications and/or requirements of the IFB.

Offer - a complete, signed response to an IFB that, if accepted, would bind the bidder to perform the resultant contract. The term "offer" is synonymous with the term "bid".

Payment Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow bidders to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in an IFB for the price stated in Vendor's bid.

Responsible Bidder - a bidder who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Bidder - a bidder who tenders a bid which meets all requirements of the invitation to bid and is a responsible bidder.

Sealed Bid - a bid submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the IFB. The contents of the bid will not be made public prior to the bid opening.

Specifications - a description of what the City requires and what the bidder must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor's obligations under the contract with the City.

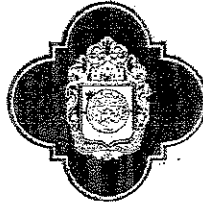
Supplier - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Vendor - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Waiver of Irregularity - noting, but disregarding an immaterial variance within a bid.



## 009 - ATTACHMENTS



## City of San Antonio

### ADDENDUM I

**SUBJECT:** Formal Invitation for Bid for Municipal Facilities Lighting Retrofit Project, (IFB 6100004264),  
Scheduled to Open: May 9, 2014; Date of Issue: April 14, 2014

**FROM:** Paul J. Calapa, Procurement Administrator

**DATE:** May 5, 2014

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED INVITATION FOR BID**

**THE ABOVE MENTIONED FORMAL INVITATION FOR BID IS HEREBY AMENDED AS FOLLOWS:**

1. The IFB opening date is hereby extended to May 12, 2014; 2:00 PM local time.
2. Remove Attachment A Price Schedule and replace with Attachment A – Rev I. Price Schedule dated 5/2/14– Municipal Facilities Lighting Retrofit Project, posted as a separate document.
3. Remove Attachment B Detailed Scope of Work - Municipal Facilities Lighting Retrofit Project and replace with Attachment B – Rev I. Detailed Scope of Work dated 5/2/14 - Municipal Facilities Lighting Retrofit Project, posted as a separate document.
4. Add Attachment N – SBEDA Pre-Submittal Presentation, posted as a separate document.
5. Add Attachment O – Good Faith Effort Tips for SBEDA Waivers, posted as a separate document.
6. Add Attachment P – Pre-Submittal Conference Sign-in Sheet, posted as a separate document.

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL CONFERENCE:**

On April 22, 2014, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for Municipal Facilities Lighting Retrofit Project. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

Question 1: Does Local Preference Program apply to this solicitation?

Response: The Local Preference Program does apply to non-professional services contracts of \$50,000 to under \$500,000.

Question 2: How many documents were attached to the solicitation?

Response: There are a total of 16 attachments to this solicitation. Please refer to section 005 – Supplemental Terms and Conditions, Incorporation of Attachments.

Question 3: Does the solicitation include information about recycling of lamps and fixtures?

Response: Yes, please refer to item #7 under Section 004 – Specification/Scope of Services on page 11 of the IFB document for information on appropriate disposal practices.

Question 4: Does CPS require the vendor to be certified in order to participate in the lighting rebate program?

Response: CPS Energy does not offer a certification program for contractors who participate in their lighting rebate program but requires that, "Installations must be completed in accordance with all laws, codes, permits and other applicable requirements under federal, state and local authority." Full program details are available on the CPS Energy website: <http://www.cpsenergysavers.com/commercial/start-saving/lighting-rebates>.

Question 5: Is the vendor required to provide a schedule of work for each location?

Response: No, the Office of Sustainability will work with the installation contractor to develop a schedule of work for retrofits at all 16 locations after the project has been by City Council.

Question 6: Is the address for the overnight response the same as the address listed?

Response: Refer to solicitation 6100004264 cover page:

Bids can be submitted by any the following means:

Electronic submission through the portal

Hard Copy in person or by mail

Question 7: Is this a lowest price bid solicitation?

Response: Refer to Section 003: Instructions for Bidders, Evaluation and Award of Contract.

Question 8: Are Federal Prevailing Wages required for this solicitation?

Response: The wage rates required for this solicitation are attached to the IFB. They are established by the U.S. Department of Labor for this locality.

Question 9: Are there 16 total facilities on this solicitation?

Response: Yes, please refer to Attachment H – Facilities List – Municipal Facilities Lighting Retrofit Project for the complete list of locations, including addresses.

Question 10: Is there a defined process for getting products pre-approved?

Response: Bidders may submit proposed alternative products as part of their response and these will be reviewed for their suitability as alternate materials during the bid review process. Respondents may propose alternates as long as the technology chosen meets or exceeds the specifications listed under Section 004, item #6 in Specification/Scope of Services within the IFB document and meets or exceeds the quality and functionality of the specified Manufacturer, Make, Model, and Part Number in Attachment B – Rev I. Detailed Scope of Work dated 5/2/14 – Municipal Facilities Lighting Retrofit Project. For an alternative product to be considered contractor must designate specifically which item in Attachment A – Rev I. Price Schedule dated 5/2/14 – Municipal Facilities Lighting Retrofit Project the product would replace and provide a detailed manufacturer specification sheet for the proposed product. Based on this information the Office of Sustainability will determine whether the proposed materials are suitable alternatives.

Question 11: Can a substitute be pre-approved prior to the bid date?

Response: No. Please see response to question 11 above.

Question 12: Can the vendor submit alternate bids?

Response: Yes, vendor can submit alternate bids.

Alternate Bids. Alternate bids may be allowed at the sole discretion of City.

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

Electronic Alternate Bids Submitted Through the Portal. All alternate bids are recorded with original bids when submitted electronically.

Question 13: Does the project needs to be bonded?

Response: Yes, the solicitation requirements include a bid bond, a payment bond, and a performance bond. Any bids received without a bid bond will be disqualified. Please refer to section 005 Supplemental Terms and Conditions.

Question 14: Which vendor does the City use to build scaffolding in order to change light bulbs or fixtures over the San Fernando gym?

Response: The Parks & Recreation Department had contracted different vendors in the past to build scaffolding when replacing lighting at the gym. Vendor is responsible to obtain contractor at their expense for any scaffolding needs.

Question 15: Why the API changed from a similar past project of 30% requirement down to 5% for the current solicitation? Did the 30% API applied to the other project was not met?

Response: Per the City of San Antonio Small Business Economic Development Advocacy (SBEDA) Ordinance, Affirmative Procurement Initiatives (APIs) are applied on a contract-by-contract basis. For further information, please contact Edson I. Zavala at [edson.zavala@sanantonio.gov](mailto:edson.zavala@sanantonio.gov) and (210) 207-3962.

Question 16: Will that list of the vendors who attended the pre-submittal be posted online or will I have to contact you to get a copy?

Response: Pre-submittal attendees list is attached as Attachment P

Question 17: We are a Florida State Certified BUILDING, ELECTRICAL AND COMMERCIAL swimming pool contractor. Do our credentials allow for us to compete on your project? We have extensive experience with these projects?

Response: Eligible respondents must meet or exceed the minimum requirements as described in Attachment C – Minimum Qualifications – Municipal Facilities Lighting Retrofit Project. Work experience in a field other than lighting retrofits should not preclude a vendor from being considered for selection in this project, so long as the minimum requirements for this project are met.

Question 18: Is the City considering an all LED retrofit?

Response: No, the Office of Sustainability reviewed different lighting options (LED included) in conjunction with a consultant and chose induction as the best technology for most applications. LEDs were chosen for some applications (e.g. tree bullet lights) but the City isn't aware of any LEDs that can match the burn hour or warranty terms required for the majority of fixtures. Induction was chosen in most cases because the lamps need to last longer than their expected payback periods.

Bidders may submit proposed alternative products as part of their response and these will be reviewed for their suitability as alternate materials during the bid review process. Respondents may propose alternates as long as the technology chosen meets or exceeds all the specifications listed under item #6 in Specification/Scope of Services within the IFB and meets or exceeds the quality and functionality of the specified Manufacturer, Make, Model, and Part Number in Attachment B – Rev I. Detailed Scope of Work dated 5/2/14 - Municipal Facilities Lighting Retrofit Project. For an alternative product to be considered, contractor must designate specifically which item in Attachment A – Rev I. Price Schedule dated 5/2/14– Municipal Facilities Lighting Retrofit Project the product would replace and provide a manufacturer specification sheet for the proposed product. Based on this information the Office of Sustainability will determine whether the proposed materials are suitable alternatives. The City of San Antonio shall be solely responsible for determining whether a proposed product is an acceptable alternative.

LEDs will not be acceptable for retrofits where induction technology is specified.

Question 19: Is this a service (i.e. supply and install) or parts supply bid only?

Response: Both. The awarded contractor will supply and install all materials. Please refer to the Specification/Scope of Services section within the IFB document for a full description of the project requirements.

Question 20: Are you planning to purchase the lighting from the contractor or is this an installation bid?

Response: The awarded contractor will be responsible for supplying and installing all necessary materials, which are outlined within Attachment B – Rev I. Detailed Scope of Work dated 5/2/14 - Municipal Facilities Lighting Retrofit Project. Please refer to the Specification/Scope of Services within the IFB document for a full description of the project requirements.

#### **Site Visit 1 - Rosedale Park**

Question 21: What is the voltage for the high bay lights serving the Rosedale (Westside) YMCA swimming pool?

Response: The lights are listed as 277v. Please refer to Attachment B – Detailed Scope of Work – Municipal Facilities Lighting Retrofit Project for voltage information per fixture at all facilities.

Question 22: Who will be responsible for removing the glass panels in order to access the highbay lights serving the Rosedale (Westside) YMCA pool?

Response: The contractor is responsible for obtaining access to the fixtures and all associated equipment and labor costs, including moving glass panels if necessary. The YMCA staff indicated that it may be possible to bring in a lift through the exterior door. It will be the responsibility of the installation contractor to determine if an appropriate lift can be brought in through the exterior door prior to the installation date.

Question 23: Does the City provide the vendor who will remove the glass panels in order to access the Rosedale (Westside) YMCA swimming pool?

Response: No, if removal of the glass wall panels is required it will be the responsibility of the installation contractor to provide those services at no additional cost to the City.

Question 24: Can lifts be used on the tiles at the swimming pool area?

Response: Yes. It is the responsibility of the contractor, to provide all equipment to perform scope of services.

Question 25: What is the height of the ceiling above the pool at the Rosedale (Westside) YMCA?

Response: The fixture height is listed as 20 feet. Please refer to Attachment B – Rev I. Detailed Scope of Work dated 5/2/14 - Municipal Facilities Lighting Retrofit Project for information on fixture heights at all locations.

Question 26: Can the vendor submit alternate technologies?

Response: See response to question 11 above.

Question 27: Will the City amend the scope of work to remove switch (breakers) at the Rosedale (Westside) YMCA swimming pool?

Response: Yes, Attachment A – Rev I. Price Schedule dated 5/2/14– Municipal Facilities Lighting Retrofit Project & Attachment B – Rev I. Detailed Scope of Work dated 5/2/14 - Municipal Facilities Lighting Retrofit Project is amended to remove installation of lighting switches at both the Rosedale (YMCA) Pool and San Fernando Gym.

Question 28: How will the vendor bring a lift into the swimming pool area at the Rosedale (Westside) YMCA?

Response: Facility staff indicated that it might be possible to bring in a lift through the exterior door. It will be the responsibility of the installation contractor to determine if an appropriate lift can be brought in through the exterior door.

#### Site Visit 2 – San Fernando Gym

Question 29: What does the installation contractor need to do if the lenses are damaged?

Response: The installation contractor will make the Office of Sustainability aware of any broken or damaged lenses. If the Office of Sustainability determines that the contractor should replace any broken or damaged lenses this will be included as change order the price list.

Question 30: Can the lights be changed from the roof?

Response: Facility staff at the San Fernando Gym indicated that the 400W flood fixtures can be accessed through the roof.

Question 31: What is the voltage of the exterior lights?

Response: The lights are listed as 277v. Please refer to Attachment B – Rev I. Detailed Scope of Work dated 5/2/14 - Municipal Facilities Lighting Retrofit Project for voltage information per fixture at all facilities.

Question 32: Will ballasts serving the linear fluorescent fixtures need to be replaced?

Response: Replacement of the existing ballasts was not determined to be necessary.

Question 33: Are there any complicated areas over stairwells?

Response: All complex retrofit situations that were identified within the project assessment are listed under Column S – Retrofit Complexity within Attachment B – Rev I. Detailed Scope of Work dated 5/2/14 - Municipal Facilities Lighting Retrofit Project. Nothing is noted for the stairwell lights and it is the Office of Sustainability's understanding that no special accommodations should be needed for these areas.

Question 34: Are all the stairwells on the facilities similar?

Response: Facility staff at the San Fernando Gym indicated that the stairwells throughout the facility are similar.

Question 35: Does the City have a vendor for scaffolding to replace lighting over the San Fernando Gym?

Response: The City currently uses a scaffolding vendor for lighting replacements but will not provide this service as part of the installation contract. It is the responsibility of the installation contractor to build scaffolding for this project. Please include this cost within line item M-2 in Attachment A – Rev I. Price Schedule dated 5/2/14– Municipal Facilities Lighting Retrofit Project.

Question 36: Can a lift be used on the Gym floor?

Response: No, It is the responsibility of the installation contractor to procure a vendor to build scaffolding for this project. Facility staff has indicated that there are concerns that a lift would damage the floor. Please include this cost within line item M-2 in Attachment A – Rev I. Price Schedule dated 5/2/14– Municipal Facilities Lighting Retrofit Project.

Question 37: Need to change scope of work to remove switch (breakers) at the second floor gym (Is the score board the only thing using the breakers to turn on and off)?

Response: Yes, Attachment A – Rev I. Price Schedule dated 5/2/14– Municipal Facilities Lighting Retrofit Project & Attachment B – Rev I. Detailed Scope of Work dated 5/2/14 - Municipal Facilities Lighting Retrofit Project is amended to remove installation of lighting switches at both the Rosedale (YMCA) Pool and San Fernando Gym.

Question 38: How many lamps are on the 2<sup>nd</sup> floor gym -24 or 25?

Response: All proposals should be based on the information within Attachment B – Detailed Scope of Work – Municipal Facilities Lighting Retrofit Project. Any changes made based on discoveries in the field can be handled as a change order Attachment A – Rev I. Price Schedule dated 5/2/14– Municipal Facilities Lighting Retrofit Project.

Question 39: Is replacement of the existing exit signs included?

Response: All proposals should be based on the information within Attachment B – Rev I. Detailed Scope of Work dated 5/2/14 - Municipal Facilities Lighting Retrofit Project. Any changes made based on discoveries in the field can be handled as a change order to Attachment A – Rev I. Price Schedule dated 5/2/14– Municipal Facilities Lighting Retrofit Project.

Question 40: Does the vendor needs to take pictures of every light?

Response: No, the installation contractor does not need to take pictures of every lamp. However, pre and post-retrofit pictures must be taken at each location and include a representative sample of each fixture type in a manner that shows pre and post-retrofit lighting levels. Please refer to item #7 under Specification/Scope of Services within the IFB document for a full description of the project requirements.

Question 41: Does the vendor need to take pictures at night before and after the retrofit project?

Response: Please refer to question #41.

Question 42: How can the vendor submit the pictures (format & CD or memory stick?)

Response: The installation contractor may submit the pictures on a CD, memory stick, or some other means. No format is explicitly specified and this can be determined between the Office of Sustainability and installation contractor once they are selected.

### **Site Visit 3 – San Pedro Park**

Question 43: What is the wattage of the San Pedro Park lights?

Response: Wattages vary by lighting type. Please refer to Attachment B – – Rev I. Detailed Scope of Work dated 5/2/14 - Municipal Facilities Lighting Retrofit Project for wattage information per fixture at all facilities.

Question 44: What is the plan for the damages lenses and the damage fixtures?

Response: The installation contractor will make the Office of Sustainability aware of any broken or damaged lenses. If the Office of Sustainability determines that the contractor should replace any broken or damaged lenses this will be included as an amendment to Attachment A – Rev I. Price Schedule dated 5/2/14– Municipal Facilities Lighting Retrofit Project.

Question 45: What is the plan for the missing sockets?

Response: The installation contractor will make the Office of Sustainability aware of any broken or damaged sockets. If the Office of Sustainability determines that the contractor should replace any broken or damaged sockets or other internal parts this will be included as an amendment to Attachment A – Rev I. Price Schedule dated 5/2/14– Municipal Facilities Lighting Retrofit Project.

Question 46: What is the voltage of the bullet fixtures by the pavilion?

Response: The lights are listed as 208v. Please refer to Attachment B – – Rev I. Detailed Scope of Work dated 5/2/14 - Municipal Facilities Lighting Retrofit Project for voltage information per fixture at all facilities.

Question 47: How many lights need to be replaced at the pavilion?

Response: All proposals should be based on the information within Attachment B – – Rev I. Detailed Scope of Work dated 5/2/14 - Municipal Facilities Lighting Retrofit Project. Any changes made based on discoveries in the field can be handled as an amendment to Attachment A – Rev I. Price Schedule dated 5/2/14– Municipal Facilities Lighting Retrofit Project.

### **Site Visit 4 – Brackenridge Park**

Question 48: Can the vendor use a lift on the softball field?

Response: Recommended lift types are included under Column R – Lift Type Required within Attachment B – – Rev I. Detailed Scope of Work dated 5/2/14 - Municipal Facilities Lighting Retrofit Project. It is the responsibility of the installation contractor to notify the Office of Sustainability if they determine that use of a lift may damage the ground or cause an unsafe work environment.



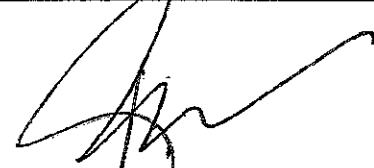
Question 49: Who is responsible for the foot candle readings under the specified exterior light fixtures after the retrofit is done, the contractor or the city of San Antonio?

Response: Light level readings are not required to be taken to demonstrate compliance with the retrofits, as the wattage and technology specified for each fixture were chosen to match existing light levels. Pictures will be taken before and after each retrofit to provide visual documentation of lighting quality pre and post-retrofit. Please refer to item #7 under Specifications/Scope of Services within the IFB documentation for a full description of the project requirements.

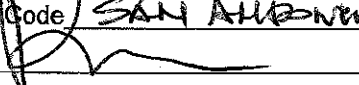
Question 50: For the bid bond, is it ok to do a cashier's check?

Response: The City requires an original bid bond for this project. The City will not accept a cashier's check for this project.

**\*\*THIS ADDENDUM SHALL BE SIGNED AND RETURNED WITH THE BID PACKAGE\*\***



Paul J. Calapa  
Procurement Administrator  
Finance Department – Procurement Division

Date MAY 9, 2014  
Company Name FACILITY SOLUTIONS GROUP  
Address 3003 NE LOOP 410, SUITE 130  
City/State/Zip Code SAN ANTONIO, TX 78218  
Signature 

PC/jf

City of San Antonio - Finance Department  
 "IFB - Municipal Facilities Lighting Retrofit Project"  
 6100004264  
 Pre-submittal Meeting

April 21, 2014; 1:00 p.m. Central Time

Name (Print Legibly)

Company

Email Address

Phone

Tomas Elbert	ARM HUB		
JOHN BROCK	CONSOLIDATED ELECTRIC		
Adam Gonzales	CRI Electric		
JOHN RICH	KDE AMERICAN INDUSTRIAL ENT.		
Jeff Tilley	Energy Focus		
Shane Pulver	ASG Energy		
Anthony White	ASG Energy		

City of San Antonio - Finance Department  
"IFB -- Municipal Facilities Lighting Retrofit Project"  
6100004264  
Pre-submittal Meeting

April 21, 2014; 1:00 p.m. Central Time

Name (Print Legibly)

Company

Email Address

Phone

ALVARO RODRIGUEZ	A. Marketing + Service Co.
HENRY JORDAN	HSC ELECTRIC CO.
KAREN LOCKHART	ENTERPRISE

City of San Antonio - Finance Department  
 "IFB - Municipal Facilities Lighting Retrofit Project"  
 6100004264

Pre-submittal Meeting

April 21, 2014; 1:00 p.m. Central Time

Name (Print Legibly)

Company

Email Address

Phone

Jim Dore	chateau Energy Solution		
Jim Josephson	Burton Energy Group		
Michael Atteberry	Burton Energy Group		
Dan Childers	Sylvania lty. Servs		
Nathan Lutz	Crawford Electric Supply		
Celeste Flores	COSA-EDD <del>celeste flores</del>		
Gonzalez-Suarez	COSA		
Edric Alvarado	H & S Electric		

General Decision Number: TX140002 03/07/2014 TX2

Superseded General Decision Number: TX20130002

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories). (Use current heavy & highway general wage determination for Paving & Utilities Incidental to Building Construction).

Modification Number	Publication Date
0	01/03/2014
1	03/07/2014

\* ASBE0087-001 01/01/2014

	Rates	Fringes
Asbestos/Insulator Worker (Includes application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems.).....	\$ 21.17	8.77

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BRTX0001-004 05/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 24.50	1.97

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ELEC0060-001 06/03/2013

	Rates	Fringes
CABLE SPLICER.....	\$ 25.20	3.75+12%
ELECTRICIAN.....	\$ 25.60	4.65+8%

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ELEC0060-002 06/01/2009

	Rates	Fringes
ELECTRICIAN (Low Voltage including pulling & installing cable through conduit).....	\$ 19.51	8%+4.92

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ELEV0081-001 01/01/2013

	Rates	Fringes
Elevator Constructor MECHANIC.....	\$ 35.89	25.185+a

FOOTNOTE; A. 6% under 5 years based on regular hourly rate  
for all hours worked. 8% over 5 years based on regular  
hourly rate for all hours worked.

New Year's Day, Memorial Day, Independence Day, Labor Day,  
Thanksgiving Day, Friday after Thanksgiving Day, Christmas  
Day, and Veterans Day.

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ENGI0450-001 07/01/2009

	Rates	Fringes
Power equipment operators: Cranes.....	\$ 29.75	8.75

IRON0066-001 06/01/2013

	Rates	Fringes
IRONWORKER (Excluding metal building erectors)		
Structural.....	\$ 19.60	5.95

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MARB0002-001 07/01/2005

	Rates	Fringes
FILE SETTER.....	\$ 18.50	6.10

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PLUM0142-001 07/01/2012

	Rates	Fringes
Plumbers and Pipefitters (Including HVAC WORK).....	\$ 29.78	9.35

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SFTX0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 26.36	16.62

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SHEE0067-001 04/01/2009

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 25.18	10.75

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SUTX1988-002 11/01/1988

	Rates	Fringes
Acoustical Ceiling Installer.....	\$ 12.26	
CARPENTER (Excluding Acoustical Ceiling Installer & Drywall Hanger).....	\$ 10.64	
CEMENT MASON/CONCRETE FINISHER...	\$ 11.46	
DRYWALL HANGER.....	\$ 11.88	
GLAZIER.....	\$ 10.78	1.40
IRONWORKER (Excluding Metal Building Assemblers)		
Reinforcing.....	\$ 10.19	3.57
Laborers:		
Mason Tenders.....	\$ 8.36	1.78

Mortar Mixers.....	\$ 8.99
PLASTERER'S TENDERS.....	\$ 8.68
Unskilled.....	\$ 7.25
LATHER.....	\$ 15.25
PAINTER (Excluding Tapers/Finishers).....	\$ 8.01
PLASTERER.....	\$ 15.25
Power equipment operators:	
Front End Loader.....	\$ 7.36
Roofers:	
Kettlemen.....	\$ 8.85
Roofers.....	\$ 8.14
Waterproofers.....	\$ 7.25
Sheet Metal Worker	
Other Work.....	\$ 11.62
Taper/Finisher.....	\$ 7.99
TRUCK DRIVER.....	\$ 7.25

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the



four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the  
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an  
interested party (those affected by the action) can request  
review and reconsideration from the Wage and Hour Administrator  
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the  
interested party's position and by any information (wage  
payment data, project description, area practice material,  
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an  
interested party may appeal directly to the Administrative  
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a local business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of local business stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

A local business (a.k.a. a City Business) is defined as a business headquartered within the incorporated San Antonio city limits OR one that meets the following conditions:

- Has an established place of business for at least one year in the incorporated limits of the City:
  - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
  - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a local business.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING TO BE IDENTIFIED AS A LOCAL BUSINESS

Name of Business:	FACILITY SOLUTIONS GROUP	
Physical Address:	3003 WELDON AVE SOUTHEAST	
City, State, Zip Code:	SAN ANTONIO, TX. 78218	
Phone Number:	210-657-5025	
Email Address:	raym@fsg1.com	
Is Business headquartered within the incorporated San Antonio city limits?	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

(circle one)		
If the answer to the question above is "Yes", stop here. If the answer to the above question is "No", provide responses to the following questions:		
Is the business located in the incorporated San Antonio city limits? (circle one)	<u>Yes</u>	No
Has the business been located in the incorporated San Antonio city limits for at least one year? (circle one)	<u>Yes</u>	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	<u>Yes</u>	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	<u>Yes</u>	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	<u>Yes</u>	No

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

RESPONDENT'S FULL NAME:

RAY MEDINA  
(Print Name) Authorized Representative of Respondent

[Signature]  
(Signature) Authorized Representative of Respondent

ACCOUNT MANAGER  
Title

MAY 9, 2014  
Date

**This Local Preference Identification Form must be submitted with the respondent's  
bid/proposal response.**

**ATTACHMENT H**  
**FACILITIES LIST – MUNICIPAL FACILITIES LIGHTING RETROFIT PROJECT**

<b>Building</b>	<b>Department</b>	<b>Address</b>	<b>Pre-Submittal Site Visit Availability During Operation Hours</b>
Brackenridge Park	Parks & Recreation	3535 Avenue B	No coordination needed
Cody Library	SA Public Library	11441 Vance Jackson	Must schedule site visit
Crockett Park	Parks & Recreation	1300 N Main	No coordination needed
Eisenhower Park	Parks & Recreation	19399 NW Military	No coordination needed
Fire Station 16	SA Fire Department	2110 Nogalitos	Must schedule site visit
Fire Station 44	SA Fire Department	1351 Horal Drive	Must schedule site visit
Herrera Park	Parks & Recreation	159 J Street	No coordination needed
James Bode (Highland) Center	Parks & Recreation	900 Rigsby	No coordination needed
Madison Square Park	Parks & Recreation	400 Lexington	No coordination needed
Millers Pond Community Center	Parks & Recreation	6175 Old Pearsall Rd	No coordination needed
Palo Alto Park	Parks & Recreation	1500 Palo Alto Rd	No coordination needed
Rosedale (Westside) YMCA	Parks & Recreation	2900 Ruiz St	Must schedule site visit
San Fernando Gym	Parks & Recreation	319 W. Travis	Must schedule site visit
San Pedro Park	Parks & Recreation	1315 San Pedro	No coordination needed
South Police Substation	SA Police Department	711 W Mayfield Blvd	Must schedule site visit
Tejeda (Division) Park	Parks & Recreation	500 Division	No coordination needed

Non Discrimination. As a party to this contract, Contractor or Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

**Attachment C**  
**Minimum Qualifications - Municipal Facilities Lighting Retrofit Project**

Included is a list of experience, qualification or certifications required of key project personnel. These are a summary of the minimum requirements that must be met in order to be considered for selection. If responding with "Yes" to any of the questions below, please concisely answer the associated questions to the best of your ability.

**Respondents must reply "Yes" to at least 4 out of 5 questions in order to be considered for selection.** CITY may request additional project details for any of the questions below to verify or substantiate the information provided.

1. Does Respondent or at least one member of the project team, including subcontractor(s), have at least four (4) years of experience installing energy efficient lighting (induction, LEDs, T8 linear fluorescent, CFLs) and controls technology (photocells, occupancy sensors)?

Yes ☒ No ☐ If "Yes", list team member names, company names, and number of years of experience.

Firm/Company Name: FACILITY SOLUTIONS GROUP  
Contact Name: RAY MEDINA Job Title: ACCOUNT MANAGER  
Address: 3003 NE LOOP 410 # 130  
City: SAN ANTONIO State: TX Zip Code: 78218  
Telephone Number: 657-5025 Fax Number: 656-5603  
Email Address: raym@fsg1.com

Date and Type of Service(s) Provided: 1982, LIGHTING AND ELECTRICAL REPAIRS

Team Members and Number Years of Experience: ENERGY AUDITS, SIGNS, CONSTRUCTION, DISTRIBUTION  
RAY MEDINA - 25 YRS

DENNIS LUTHER - 24 YRS, WYATT STEVENSON, 28 YRS  
JEFF VALERIO - 28 YRS, DENNIE ZOVNIK - 32 YRS

2. Has Respondent or at least one member of the project team, including subcontractor(s), performed energy efficient lighting upgrades on at least 3 municipal or large commercial organizations (projects of 5 or more buildings each)?

Yes ☒ No ☐ If "Yes", list the company names, project names, and project locations.

Firm/Company Name: BEXAR CO. JAIL / BEXAR COUNTY  
Contact Name: GOLDA VIER Job Title: ENERGY MANAGER / EIT, CEM  
Address: 233 N. PECOS SUITE 420

City: SAN ANTONIO State: TX Zip Code: 78207

Telephone Number: 335-6708 Fax Number: 335-6713

Email Address: gweir@barr2.org

Date and Type of Service(s) Provided: 6/11/11 - 6/12/12  
RETROFITTED ENTIRE JAN 10,000 FIXTURES  
TO FZS LAMP & BALLAST

Team Members and Number Years of Experience: RETROFITTED 12 BUILDINGS

DOUNIE ZAVONK - 32 yrs

RAY MEDINA - 25 yrs

JASON BARRETT - 30 yrs

WYATT SPANISH - 32 yrs

3. Does Respondent or at least one member of the project team, including subcontractor(s), have experience with identifying voltage, wattage, controls technologies, and mounting systems of lighting infrastructure based on field assessment and specifying appropriate replacement technologies?

Yes ☒ No ☐ If "Yes", list installer names, company names, and number of years of experience.

Firm/Company Name: CPS/ SAMAC FORT SAN PARKING GARAGES

Contact Name: BOB NELSON Job Title: ELECTRICAL ENGINEER

Address: PO BOX 1721 7000 SAN PEDRO AVE

City: SAN ANTONIO State: TX Zip Code: 78216

Telephone Number: 508-2434 Fax Number: 353-2909

Email Address: BOB NELSON@CPSenergy

Date and Type of Service(s) Provided: MAY 6, 2014, RETROFITTED ENTIRE 6 STORY PARKING  
GARAGE TO 28VTS AND LED FIXTURES

Team Members and Number Years of Experience:

CARLOS DEL CRUZ - 30 yrs

CHARIS PREZ - 25 yrs

DOL CALBOTA - 20 yrs

4. Does Respondent or at least one member of the project team, including subcontractor(s), have experience applying for utility lighting rebates?

Yes ☒ No ☐ If "Yes", list names, company names, and number of years of experience.

Firm/Company Name: FACILITY SOLUTIONS GROUP

Contact Name: RAY MEDINA Title: ACCOUNT MANAGER



Address: 3003 NE Loop 410

City: SAN ANTONIO State: TX. Zip Code: 78248

Telephone Number: 657-5025 Fax Number: 654-5603

Email Address: ray.medina@fsgj.com

Date and Type of Service(s) Provided: 1982 - PRESENT HAVE DONE LIGHTING ECONOMIC ANALYSIS HELP CUSTOMERS GET CPS REDOTES

Team Members and Number Years of Experience: CPS REDOTES

WYATT STEVENSON LL. - 28yrs

DANIEL LUKER LL. - 24yrs

JEFF WAGSPOFF LL. - 28yrs

**SAMPLE "A"**

5. Does Respondent or at least one member of the project team, including subcontractor(s), have experience with developing or updating lighting energy calculation spreadsheets<sup>1</sup>?

Yes ☒ No ☐ If "Yes", list the team member names and number of years of experience.

Firm/Company Name: FACILITY SOLUTIONS GROUP

Contact Name: RAY MEDINA Job Title: ACCOUNT MANAGER

Address: 3003 NE Loop 410 SUITE 130

City: SAN ANTONIO State: TX. Zip Code: 78218

Telephone Number: 657-5025 Fax Number: 656-5603

Email Address: raym@fsgj.com

Date and Type of Service(s) Provided: 1982 - PRESENT IVE PROGRAM THAT WILL GIVE YOU RETURN ON INVESTMENT, ENERGY SAVINGS ETC.

Team Members and Number Years of Experience:

WYATT STEVENSON LL - 28yrs

DANIEL LUKER LL. 26yrs

JEFF WAGSPOFF LL - 28yrs

**SAMPLE "B"**

<sup>1</sup> CONTRACTOR will need to assist with updating energy consumption spreadsheets, including: equipment installed, retrofit cost, installed wattages, and fixture quantities, to reflect installed equipment. CITY will provide a spreadsheet template which CONTRACTOR may update using current information.

**REQUIRED MINIMUM QUALIFICATION:** Respondent or at least one member of the project team, including subcontractor(s), must be certified as a Licensed Master Electrician through the Texas Department of Licensing and Regulation. **Provide a copy of the license with Contractor's bid.**

List team member names, company names, and number of years holding certification.

Firm/Company Name: FACILITY SOLUTION GROUP  
Contact Name: RAY MEDINA Job Title: ACCOUNT MANAGER  
Address: 3003 NE LOOP 410 SUITE 130  
City: SAN ANTONIO State: TX. Zip Code: 78218  
Telephone Number: 657-5025 Fax Number: 656-5603  
Email Address: ray.medina@fsgj.com  
Date and Type of Service(s) Provided: 1982 - PRESENT

Team Members and Number Years of Experience:

DELRAY FROBOESE #14683 MASTER 25yrs  
DONNIE ZAVNICK JOURNEYMAN 32yrs #4200  
CARLOS DELCROZ JOURNEYMAN 3yrs  
RICHARD GONZALES #82540 MASTER 32yrs

### Lighting Retrofits

1. Project Name: Jail Retrofit Date Completed: 06/11/11  
Owner: Bexar County Cost: 1.2 Million  
Reference Name: Golda Wier/Energy MG Telephone No: 210-335-6708
2. Project Name: Methodist Hospital Retrofit Date Completed: 06/30/12  
Owner: Methodist Hospital Cost: 1.3 Million  
Reference Name: Ian Shawcross Telephone No: 210-575-4319
3. Project Name: Vision Works Retrofit Date Completed: 12/01/12  
Owner: Vision Works Cost: 1.4 Million  
Reference Name: Suzanne Campbell Telephone No: 210-524-6765
4. Project Name: West Tele-Marketing Date Completed: 12/01/11  
Owner: West Tele-Marketing Cost: \$120,000.000  
Reference Name: Sharon Winders Telephone No: 210-991-3346
5. Project Name: South Padre Convention Center Date Completed: 06/30/09  
Owner: Trane Company Cost: \$130,000.00  
Reference Name: Scott Nabb Telephone No: 210-657-0901
6. Project Name: Southwest Motor Transport Date Completed: 06/06/11  
Owner: Southwest Motor Transport Cost: \$234,000.00  
Reference Name: Dennis Beierle Telephone No: 210-661-6791
7. Project Name: USAA Building Date Completed: 08/08/11  
Owner: USAA Cost: \$180,000.00  
Reference Name: Cindy Casey Telephone No: 210-641-8590
8. Project Name: City Parks & Recs Contract Date Completed: 11/08/11  
Owner: City of San Antonio Cost: \$480,000.00  
Reference Name: Victor Valdez Telephone No: 210-928-8955
9. Project Name: Nix Health Care Date Completed: 11/12/11  
Owner: Nix Health Cost: \$320,000.00  
Reference Name: Rick Zuniga Telephone No: 210-579-3095

**ATTACHMENT E – SUPPLEMENTAL INFORMATION RELATED TO THE  
STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT**

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

In addition, please complete the City's Addendum to the Form CIQ and submit it with the Form CIQ to the City Clerk's Office. The City's Addendum to the Form CIQ can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

**Project Name: Municipal Facilities Lighting Retrofit Project**

**Pre-Submittal Date: April 21, 2014**

**SBEDA Affirmative Procurement Initiatives: Minority /Women-Owned Business Enterprise (M/WBE) Subcontracting 5%**

**I. Minority and/or Women-Owned Business Enterprise (M/WBE) Subcontracting Program**

- **5%** of the total contract value must be subcontracted to certified M/WBE(s) designated within San Antonio Metropolitan Statistical Area (SAMSA)
- ***CERTIFIED M/WBEs MUST ALSO BE CERTIFIED AS SBEs***
- Respondents must demonstrate their intent to accomplish this goal by submitting the appropriate documentation with their response (**Subcontractor/Supplier Utilization Plan Form**)
- Failure of a respondent to submit the Subcontractor/Supplier Utilization Plan Form or meet the subcontracting goal will deem its response nonresponsive
- ***M/WBE Prime participation does NOT count towards M/WBE Subcontracting goal***

**II. Eligibility Criteria**

1. Certified through the South Central Texas Regional Certification Agency (SCTRCA)
  - SBE and M/WBE (AABE/ABE/HABE/NABE/WBE)
2. Performance of commercially useful function
3. *Headquartered in the SAMSA (Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina, or Wilson)* for at least one year **OR** demonstrate significant presence by showing 20% of the total company employees are regularly based in SAMSA
4. Submittal of the Subcontractor/Supplier Utilization Plan Form.

SBEDA staff can assist with priority certification while solicitation is open but this does not guarantee certification by solicitation close date. For additional information, contact Edson Zavala at 210-207-3962 or email [edson.zavala@sanantonio.gov](mailto:edson.zavala@sanantonio.gov)

**III. Waivers & Exceptions**

- A full or partial waiver of a specified subcontracting goal may be requested, for good cause, by submitting the *Respondent/ Vendor Subcontracting Waiver Request* form ***with*** the solicitation response
  - Form is available at <http://www.sanantonio.gov/SBO/Forms.aspx>
  - Waiver request must fully document subcontractor unavailability despite good faith efforts to comply with the goal
  - Please refer to the Good Faith Effort Tips Sheet for SBEDA waiver for additional information on how to complete a *Respondent/Vendor Subcontracting Waiver*  
<http://www.sanantonio.gov/Portals/0/Files/SBO/Forms/GFETips07232013FinalVersion.pdf>
- Respondent may request, for good cause, an Exception to the application of the SBEDA Program by submitting the *Exception to SBEDA Program Requirements Request* form ***with*** the solicitation response
  - Form available at <http://www.sanantonio.gov/SBO/Forms.aspx>
  - Exception request must fully document why:
    - ◆ Value of contract is below \$50,000;
    - ◆ No commercially-useful subcontracting opportunities exist; or
    - ◆ Type of contract is outside scope of the SBEDA Ordinance

Please note that Vendor Subcontracting Waiver and Exception forms are subject to SBO approval. For additional information and assistance contact Edson Zavala at (210) 207 – 3962 or [edson.zavala@sanantonio.gov](mailto:edson.zavala@sanantonio.gov).

**Project Name: Municipal Facilities Lighting Retrofit Project**

**Pre-Submittal Date: April 21, 2014**

**SBEDA Affirmative Procurement Initiatives: Minority /Women-Owned Business Enterprise (M/WBE) Subcontracting 5%**

**IV. Certified Vendor Information**

- The City of San Antonio has a new and improved vendor search function. Please visit the COSA Vendor Listing at <http://sanantonio.gov/purchasing/vendorlisting.aspx> to view or download a listing of certified and non-certified vendors registered with the City. For assistance please contact Edson Zavala at (210) 207 – 3962 or [edson.zavala@sanantonio.gov](mailto:edson.zavala@sanantonio.gov)

**V. Central Vendor Registry (CVR)/San Antonio eProcurement System (SAePS)**

- All contractors/consultants and their subcontractors/ sub-consultants wishing to do business with the City must first register in the CVR/ SAePS
- To begin the registration process, please go to <http://www.sanantonio.gov/purchasing/SAePS.aspx>
- For technical assistance please contact Edson Zavala at (210) 207 – 3962 or [edson.zavala@sanantonio.gov](mailto:edson.zavala@sanantonio.gov)

**VI. SBDC Procurement Technical Assistance Center (PTAC)**

- The University of Texas at San Antonio Small Business Development Center (SBDC) Procurement Technical Assistance Center (PTAC) is a specialty center of the South-West Texas Border SBDC Network. The SBDC PTAC provides assistance to small, minority and/or woman-owned business enterprises to expand their business into federal, state, regional, county, and local markets with government agencies, and military installations. PTAC staff provides advising, training and networking opportunities through specialized classes, monthly networking meetings, matchmaking events, and one-on-one assistance.
- For assistance with bid and proposal preparation, call (210) 458-2458 or email [ptac@utsa.edu](mailto:ptac@utsa.edu) to make an appointment with a business advisor.

REFERENCE SHEET

1. Indicate below at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar services (as required on section 004 specifications/scope of services). Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: CPS / SAMMIL REPROFIT

Contact: BOB NELSON

Phone: (210) 508-2434

E-MAIL ADDRESS [REDACTED]

Fax: (210) 353-2909

Dates of Service: from 2/15/14 to      /      / PRESENT

Value: \$ 500,000.00

B. Company: BEAR COUNTY / JAIL REPROFIT / 12 BUILDINGS

Contact: GOLDA VIER

Phone: (210) 335-6708

E-MAIL ADDRESS [REDACTED]

Fax: (210) 335-6715

Dates of Service: from 11/6/11 to 6/12/12

Value: \$ 1.2 MILLION

C. Company: CITY OF SAN ANTONIO / REPROFIT

Contact: VICTOR VALDEZ

Phone: (210) 207-3037

E-MAIL ADDRESS [REDACTED]

Fax: (    )                      

Dates of Service: from 6/7/11 to 7/8/12

Value: \$ 450,000

D. Company: CITY OF SEAHAM

Contact: DARRYL BAETAGE

Phone: (210) 207-3671

E-MAIL ADDRESS

Fax: (210) 207-3646

Dates of Service: from 1 / 6 / 04 to      /      / PRESENT

Value: \$ 450,000



**CITY OF SAN ANTONIO  
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**

SOLICITATION NAME: **Municipal Facilities Lighting Retrofit Project**

RESPONDENT NAME: **FACILITY SOLUTIONS GROUP**

SOLICITATION API: **Minority / Women-Owned Business Enterprise (M/WBE) Subcontracting Program**

API REQUIREMENTS: Respondents must demonstrate commitment to satisfy a **five percent (5%) M/WBE subcontracting goal**. Self-performance by M/WBE prime respondents does not count toward this subcontracting goal. **Commitment to meet subcontracting requirement must be demonstrated by writing the company name and SAePS vendor number of each subcontractor/supplier\*\***. In the absence of a waiver granted by the Small Business Office, failure of a Respondent to commit to satisfying the M/WBE subcontracting goal shall render its response NON-RESPONSIVE.

**To qualify as an M/WBE pursuant to the SBEDA Ordinance, a vendor must also be an SBE.** S/M/WBEs must be certified with the South Central Texas Regional Certification Agency and be headquartered or have Significant Business Presence in the San Antonio Metropolitan Statistical Area to satisfy the above-stated goal. Please be sure to indicate dollar value or percentage of the value of the contract that will be paid to the subcontractors (if any). For further clarification, please contact Edson Zavala at (210) 207-3962.

Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime: <b>FACILITY SOLUTIONS GROUP</b>	\$	<b>90</b> %		
SAePS Vendor #: <b>1033399</b>			SCTRCA #:	

List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

Sub: <b>R &amp; R ENTERPRISE</b>	\$	<b>10</b> %	<b>211077957</b>	<b>SUPPLY ALL LIGHT FIXTURES &amp; LAMPS</b>
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	

**\*\* Prime respondent and all subcontractors/suppliers must be registered in the City of San Antonio Electronic Procurement System (SAePS). To learn more about how to register, please call (210) 207-0118 or visit <http://www.sanantonio.gov/purchasing/saeps.aspx>.**

Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
A.Total Prime Participation:	\$	%	A. Total base bid amount to be kept by prime.
B.Total Sub Participation:	\$	%	B. Total amount prime will pay to certified and non-certified subcontractors/suppliers
C.Total Certified Sub Participation:	\$	%	C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above
D.Total Prime & Sub Participation*:	\$	%	D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Print Name: RAY MEDINA Sign: [Signature] Title: ACCOUNT MANAGER  
Date: 5/12/14

\*\*\*\*\*  
FOR CITY USE

Action Taken: Approved \_\_\_\_\_ Denied \_\_\_\_\_

ASSISTANT DIRECTOR  
ECONOMIC DEVELOPMENT DEPARTMENT

**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

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**Authority.** The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

**Tracking.** This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

**Certification.** The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

**Definitions.** The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

**COMPLETE THE FOLLOWING FORM AND SUBMIT IT WITH YOUR BID/PROPOSAL.**

**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

SOLICITATION NAME/NUMBER: \_\_\_\_\_

Name of Respondent:	Facility Solutions Group	
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of <b>SUBCONTRACTOR</b> Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is <b>SUBCONTRACTOR</b> certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is <b>SUBCONTRACTOR</b> certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified <b>SUBCONTRACTOR</b> as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

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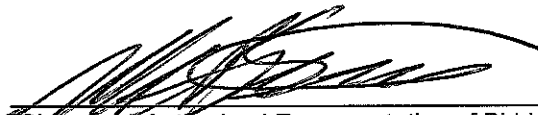
**ACKNOWLEDGEMENT**

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

Wyatt B. Sterenson  
(Print Name) Authorized Representative of Bidder/Respondent

  
(Signature) Authorized Representative of Bidder/Respondent

Division Manager  
Title

05/12/14  
Date

**This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.**



**Light** - Light Emitting Diode  
**LED** - Light Emitting Diode  
**MP** - Memory Paper  
**HP** - High Pressure Sodium  
**DC** - Inductorless  
**PL** and **TL** - Compact Fluorescent Lamps  
**T** - Fluorescent  
**"L"** and **"T"** refers to the shape of lamps with the fixture  
**PAR** - Parabolic Aluminized Reflector

## *Municipal Facilities Lighting Retrofit Project*

### **Solicitation and Contract Language**

#### **A. Solicitation Response and Contract Requirements and Commitment**

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

**Waiver Request** - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Respondent Subcontracting Waiver Request* form (which is available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Waiver request must fully document subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.**

**Exception Request** - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

#### **B. SBEDA Program**

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and



meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

### C. Definitions

**Affirmative Procurement Initiatives (API)** – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise (“S/M/WBE”) Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

**Certification or “Certified”** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

**Centralized Vendor Registration System (CVR)** – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

**Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar

transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

**Evaluation Preference** – an API that may be applied by the Goal Setting Committee (“GSC”) to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORS or Respondents.

**Good Faith Efforts** – documentation of the CONTRACTOR’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

**HUBZone Firm** – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

**Independently Owned and Operated** – ownership of an SBE firm must be direct, independent

and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

**Individual** – an adult person that is of legal majority age.

**Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

**Minority/Women Business Enterprise (M/WBE)** – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

**M/WBE Directory** – a listing of minority- and women-owned businesses that have been certified for participation in the City’s M/WBE Program APIs.

**Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

**Minority Group Members** – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16<sup>th</sup> percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

**Originating Department** – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

**Payment** – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

**Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

**Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

**Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

**Responsive** – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

**San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

**SBE Directory** - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

**Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a

post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

**Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

**Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

**Small Business Office Manager** – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

**Small Minority Women Business Enterprise Program (S/M/WBE Program)** – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

**Suspension** – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

**Subcontractor/Supplier Utilization Plan** – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD

Director or designee.

**Women Business Enterprises (WBEs)** - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

**D. SBEDA Program Compliance – General Provisions**

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work

4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project

#### E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

**MWBE Subcontracting Program.** In accordance with SBEDA Ordinance Section III. D. 8. (d), this contract is being awarded pursuant to the M/WBE Subcontracting Program. CONTRACTOR agrees to subcontract at least *five percent (5%)* of its prime contract value to certified M/WBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified M/WBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each M/WBE Subcontractor, and documentation including a description of each M/WBE Subcontractor's scope of work and confirmation of each M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon M/WBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

**Subcontractor Diversity:** The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the M/WBE subcontracting goal of 5% that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio Other Services industry, as reflected in the City's Centralized Vendor Registration system for the month of March 2014, African-American owned firms represent approximately 2.04% of available subcontractors, Hispanic-American firms represent approximately 11.17%, Asian-American firms represent



approximately 0.85%, Native American firms represent approximately 0.18%, and Women-owned firms represent approximately 4.94% of available other services subcontractors.

#### F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

#### G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

#### H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

**ATTACHMENT A Rev I. Price Schedule dated 5/2/14  
Municipal Facilities Lighting Retrofit Project**

**Local Preference Program (LPP) Ordinance**

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

Bidder shall submit manufacturer, model and part # of proposed products as part of their response.

#	Type	Retrofit Description	Quantity	Specified Manufacturer (or approved equal)	Specified Model & Part # (or approved equal)	Manufacturer	Model & Part #	Unit Price	Total Price Qty x Unit Price
I-1	Induction	Install 40W Induction Retrofit Kit	7	Neptun	UT-26040RK-UNV	Neptune	UT-26040RK-UNV	\$251.25	\$1758.75
I-2	Induction	Install 80W Induction Retrofit Kit	337	Neptun	OV-26080-RK-UNV-850	Neptune	UT-26080RK-UNV-850-E	\$277.50	\$93517.50
I-3	Induction	Install 120W Induction Retrofit Kit (Pear shaped)	7	Neptun	PE-26125RK-UNV-850	Neptune	PE-26125RK-UNV	\$335.00	\$2345.00
		Install 120W Induction Retrofit Kit (Rectangular)	40	Neptun	NIRT-120-RK-UNV-850	Neptune	NIRT-120-RK-UNV-850	\$285.00	\$11400.00
I-4	Induction	Install 200W Induction Retrofit Kit	65	Neptun	NIRT-200-RK-UNV-850	Neptune	NIRT-200-RK-UNV-850	\$340.00	\$22100.00
I-5	Induction	Install New 40W Induction Canopy Fixture	2	Neptun	12040-UNV-850-BRZ	Neptune	12040-UNV-850-BRZ	\$335.00	\$670.00
I-6	Induction	Install New 40W Induction Flood Fixture	2	Neptun	65040-UNV-850-NPT-BRZ	Neptune	65040-UNV-850-NPT-BRZ	\$345.00	\$690.00
I-7	Induction	Install New 40W Induction Wall Pack Fixture	2	Neptun	21040FLD-UNV-BRZ	Neptune	21040FLD-UNV-BRZ	\$451.25	\$902.50
I-8	Induction	Install New 40W Induction Wall Pack Fixture, Full Cut-Off	4	Neptun	21040FCT-UNV-BRZ	Neptune	21040FCT-UNV-BRZ	\$358.75	\$1435.00
I-9	Induction	Install New 80W Induction Shoebox Fixture	4	Neptun	16080-UNV-850-SA12-BRZ	Neptune	16080-UNV-850-SA12-BRZ	\$475.00	\$1900.00
I-10	Induction	Install New 80W Induction Wall Pack Fixture	26	Neptun	21080FLD-UNV-BRZ	Neptune	21080FLD-UNV-BRZ	\$358.75	\$9327.50
I-11	Induction	Install New 80W Induction Wall Pack Fixture, Full Cut-Off	3	Neptun	21080FCT-UNV-BRZ	Neptune	21080FCT-UNV-BRZ	\$373.75	\$1121.25
I-12	Induction	Install New 120W Induction Shoebox Fixture (Side arm)	80	Neptun	16120-UNV-SA12-BRZ	Neptune	16120-UNV-SA12-BRZ	\$497.50	\$39800.00
		Install New 120W Induction Shoebox Fixture (Spider mount)	4	Neptun	16120-UNV-XXX-BRZ	Neptune	16120-UNV-XXX-BRZ	\$497.50	\$1990.00
I-13	Induction	Install New 120W Induction Wall Pack Fixture	9	Neptun	21120FLD-UNV-BRZ	Neptune	21120FLD-UNV-BRZ	\$387.50	\$3487.50
I-14	Induction	Install New 120W Induction Wall Pack Fixture, Full Cut-Off	7	Neptun	21120-FCT-UNV-BRZ	Neptune	21120-FCT-UNV-BRZ	\$403.75	\$2826.25

#	Type	Retrofit Description	Quantity	Specified Manufacturer (or approved equal)	Specified Model & Part # (or approved equal)	Manufacturer	Model & Part #	Unit Price	Total Price Qty x Unit Price
I-15	Induction	Install New 120W Induction Cobra Head Fixture	3	Neptun	282120-UNV-GRY	Neptune	282120-UNV-GRY	\$451.25	\$1353.75
I-16	Induction	Install New 200W Induction Flood Fixture (Slipfitter)	57	Neptun	38200-UNV-850-SF-BRZ	Neptune	38200-UNV-850-SF-BRZ	\$521.25	\$28711.71
		Install New 200W Induction Flood Fixture (Yoke bracket)	21	Neptun	38200-UNV-850-YK-BRZ	Neptune	38200-UNV-850-YK-BRZ	\$521.25	\$10946.25
I-17	Induction	Install New 200W Induction Shoebox Fixture (Side arm)	20	Neptun	16200-UNV-850-SA12-BRZ	Neptune	16200-UNV-850-SA12-BRZ	\$521.25	\$10425.00
		Install New 200W Induction Shoebox Fixture (Side arm, round pole adapt.)	1	Neptun	16200-UNV-850-SA12R-BRZ	Neptune	16200-UNV-850-SA12R-BRZ	\$521.25	\$521.25
I-18	Induction	Install New 500W Induction Flood Fixture (Slipfitter)	34	Neptun	39500-UNV-850-SF-BRZ	Neptune	39500-UNV-850-SF-BRZ	\$658.75	\$22397.50
		Install New 500W Induction Flood Fixture (Yoke bracket)	26	Neptun	39500-UNV-850-YK-BRZ	Neptune	39500-UNV-850-YK-BRZ	\$658.75	\$17127.50
I-19	Induction	Install New 500W Induction Shoebox Fixture (Side arm)	14	Neptun	37500-UNV-850-SA12-BRZ	Neptune	37500-UNV-850-SA12-BRZ	\$658.75	\$9222.50
		Install New 500W Induction Shoebox Fixture (Spider mount)	1	Neptun	37500-UNV-850-XXX-BRZ	Neptune	37500-UNV-850-XXX-BRZ	\$658.75	\$658.75
F-1	Fluor.	Lamp and ballast change - 1-F28T8	16	Sylvania	22179 - FO28/841/XP/SS/ECO3 49861 - QHE1X32T8/UNV ISL SC	GE	72866-F28T8/XL/SPX41/ECO GE132MAX-L/ULTRA UNV 72258	\$35.60	\$569.60
F-2	Fluor.	Lamp and ballast change - 2-F28T8	13	Sylvania	22179 - FO28/841/XP/SS/ECO3 49863 - QHE2X32T8/UNV ISL SC	GE	72866-F28T8/XL/SPX41/ECO GE232MAX-L/ULTRA 72262	\$42.20	\$548.60
F-3	Fluor.	New 2X4 Fluorescent 4-lamp T8 troffer with (2) 3-L Electronic Ballasts	24	Precision Paragon	HBN-1X4-4L-T8-UL2-3L/HP-IS- UE-EA-CD-WG-SB	Paragon	HBN-1X4-4L-T8-UL2-3L/ HP-IS-UE-CD-WG-SB	\$247.80	\$5947.20
F-4	Fluor.	New 4ft Vapor Tight Highbay Fixture wired w (2) 3-L Premium Ballasts	14	Precision Paragon	HVT-2x4-4L-T8-UL2-3L/HP-UE- EA	Paragon	HVT-2X4-4L-T8-UL2-3L/ HP-UE-EA	\$160.40	\$2245.60
F-5	Fluor.	Relamp Fixture - 2-F28T8, Lamps Only	116	Sylvania	22179 - FO28/841/XP/SS/ECO3	GE	72866 F28T8/XL/SPX41/ECO	\$11.20	\$1299.20

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