



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

FORMAL INVITATION FOR BID ("IFB") NO.: 6100011422

LED LIGHTING RETROFIT FOR CSF AND SAFD

Date Issued: MAY 29, 2019

**BIDS MUST BE RECEIVED NO LATER THAN:**

**2:00 PM CT JULY 24, 2019**

Bids may be submitted by any of the following means:

Electronic submission through the Portal

Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

City Clerk's Office  
c/o Municipal Records Facility  
719 S. Santa Rosa  
San Antonio, Texas 78204

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"LED LIGHTING RETROFIT FOR CSF AND SAFD"

Bid Due Date: 2:00 P.M. C.T., **JULY 24, 2019**

Bid No.: 6100011422

Bidder's Name and Address

Bid Bond: YES      Performance Bond: YES      Payment Bond: NO      Other:

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 JUNE 6, 2019 at 9:00 AM CT at HENRY B. GONZALEZ CONVENTION CENTER, CONFERENCE ROOM 1, 1.5 Administration Level, 900 E. MARKET, SAN ANTONIO, TX 78205. Site visits to the Lila Cockrell Theatre, Alamodome, and SAFD Training Academy will follow the meeting.

Staff Contact Person: MARCO A. BELTRAN, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: MARCO.BELTRAN@SANANTONIO.GOV

**002 - TABLE OF CONTENTS**

[002 - TABLE OF CONTENTS](#) ..... 2  
[003 - INSTRUCTIONS FOR BIDDERS](#) ..... 3  
[004 - SPECIFICATIONS / SCOPE OF SERVICES](#) ..... 9  
[005 - SUPPLEMENTAL TERMS & CONDITIONS](#) ..... 17  
[006 - GENERAL TERMS & CONDITIONS](#) ..... 21  
[007 - SIGNATURE PAGE](#) ..... 26  
[008 - STANDARD DEFINITIONS](#) ..... 27

## 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 10 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.

Respondents and/or their agents are encouraged to contact the Small Business Office of the 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 required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

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. 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.

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.

#### 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 the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. 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:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a bid, Bidder warrants and certifies, and a contract awarded pursuant to this IFB is made in reliance thereon, that none of the above listed individuals or entities is a party to this contract.

Unfair Advancement of Private Interests. Pricing and discounts contained in this contract are for use by City departments conducting City business. City employees may not use their positions to obtain special treatment or prices that are not available to the general public.

State of Texas Conflict of Interest Questionnaire (Form CIQ). 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 Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

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

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://ethics.state.tx.us/forms/conflict/>

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, c/o Municipal Archives and Records Facility,  
719 S. Santa Rosa Ave., San Antonio, TX 78204-3114.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.0 BACKGROUND

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 the following three locations: (1) Lila Cockrell Theater (2) Fire Training Academy and (3) the Alamodome Parking Lot. A comprehensive listing of existing and proposed light fixtures, with specifications, is included in Attachment B – Detailed Scope of Work. Also included are the as-built drawings for Lila Cockrell Theater. This attachment will serve as the guide for the contractor's work. Proposed light fixture specifications are included in Attachment C – Proposed Equipment Specifications. 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 by Contractor. All variations from specified items shall be fully explained by the contractor and subject to review and approval by the City.

#### **Supplemental instructions for Lila Cockrell Theater**

- Upgrade the existing ETC DMX Controlled Lighting Controls System to accommodate new LED light fixtures that will be installed as part of this project
- New equipment and accessories installed as part of this upgrade must be compatible with the existing ETC DMX Lighting Controls System
- Installation shall be by manufacturer-certified installer and technicians
- Contractor shall enclose all new cabling in conduit in accordance with applicable standards and codes.
- Contractor must provide a 3-year warranty on new equipment
- Contractor must confirm operation of each new LED fixture and establish a DMX address prior to installation

**All retrofits must be completed by December 31, 2019**, unless an extension is granted in writing by the City's Chief Sustainability Officer.

#### **4.1 Experience and Qualifications:**

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

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

4.1.3 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.

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

4.1.5 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.

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

4.1.7 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.

#### **4.2 Service Requirements:**

The Contractor shall:

4.2.1 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.

4.2.2 Contractor and Contractor's 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.

### **4.3 Inspection of Facilities:**

Contractor shall:

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

### **4.4 Lighting Retrofit Implementation:**

4.4.1 Vendor shall perform lighting system retrofits detailed in Attachment B – Detailed Scope of Work to include the following services:

4.4.1.1 Prior to commencing installation, Vendor shall 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.

4.4.1.2. All work described in Attachment B – Detailed Scope of Work must be performed in an expedient and professional manner, with the least disruption possible to occupants of the facility.

4.4.1.3 All work must meet any eligible Local, State, and Federal codes as well as the manufacturer's installation instructions.

4.4.1.4 All lamps, 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.

4.4.1.5. All equipment specified for outdoor use must be UL Listed (or equivalent) for wet locations and must be outdoor-rated.

4.4.1.6 Vendor must remove construction debris, old lamps, old ballasts, etc. 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 shall be recycled where possible or disposed of and not resold.

4.4.1.7 Vendor shall perform comprehensive cleaning of fixture housings, reflectors, and lenses for retrofits. Any light fixture found to be faulty or inoperative must be reported to City staff.

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

4.4.1.9 Vendor shall review the project Scope of Work Attachment B – Detailed Scope of Work 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.

4.4.1.10 Vendor shall participate in weekly or regularly-scheduled conference calls with City from the inception and throughout the project implementation period.

4.4.1.11 Vendor shall provide prompt responses to all equipment failures, quality of workmanship errors or deficiencies, and incomplete "punch list" items.

4.4.1.12 Vendor shall update a comprehensive as-built report for each location. A report template will be provided by City, which can be updated as needed by Contractor.

4.4.1.13 Contractor shall 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.

4.4.1.14 Contractor shall coordinate pre-retrofit inspection with Clearesult/CPS Energy personnel in order to qualify facility for CPS Energy Lighting Rebates program.

4.4.1.15 Contractor shall coordinate post-retrofit inspection with Clearesult/CPS Energy personnel to verify resulting reduction in energy consumption under the CPS Energy Large Commercial Lighting Rebate program.

4.4.1.16 All new light fixtures must qualify under CPS Rebate Program. Light fixtures can qualify based on DLC certification, Energy Star or Lighting Facts.

4.4.1.17 Warranty terms by technology shall meet or exceed the following:

<b>Technology</b>	<b>Minimum Rated Burn Hours</b>	<b>Minimum Warranty Term</b>
LED Fixtures	50,000	5 years

**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 upon completion of all work described herein or delivery of all goods ordered, as applicable.

Insurance.

- A) 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 "LED LIGHTING RETROFIT FOR CSF AND SAFD" 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.
  
- B) 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.
  
- C) 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:

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage must include per project aggregate.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.

- D) 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.
  
- E) 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

- F) 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.

- G) 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.
- H) 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.
- I) 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.
- J) 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.
- K) 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.
- L) 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 \$5,000.00. 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. 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.

### Prevailing Wage Rates.

The Provisions of Chapter 2258 of the Texas Government Code are expressly made a part of this Contract. Contractor shall forfeit, as a penalty to Owner, sixty dollars (\$60.00) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, in which such laborer, worker or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workers or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

Contractor shall comply with the Wage and Labor Standard Provisions stated above and prevailing wage rates attached hereto and incorporated herein for all purposes as Attachment L.

Contractor shall keep records as provided for by section 2258.024 of the Texas Government Code for the duration of the contract and for the records retention period indicated in Section 006-General Terms & Conditions.

### Workers' Compensation.

#### Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance, Workers' Compensation 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.

#### 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 – Price Schedule, Rev. I, dated 6-27-19
- Attachment B – Detailed Scope of Work, Rev I dated 6-27-19
- Attachment C – Equipment Specifications, Rev I dated 6-27-19
- Attachment D – Local Preference Identification Form
- Attachment E – Small Business Economic Development Advocacy (SBEDA) Utilization Commitment Form
- Attachment F – Reserved
- Attachment G – Veteran Owned Small Business Preference Program (VOSBPP) Language
- Attachment H – VOSBPP Tracking Form
- Attachment I – Certificate of Interested Parties (Form 1295)
- Attachment J – Contractor Site Rules
- Attachment K – Reference Sheet
- Attachment L – Prevailing Wages
- Attachment M – SBEDA Presentation
- Attachment N – Pre-Submittal Attendance Sign-In Sheet
- Exhibit 1 - Small Business Economic Development Advocacy (SBEDA) Language

## 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 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, and quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

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 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 III.C.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.

As a party to this contract, 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.

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees

Prohibition on Contracts with Companies Boycotting Israel

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting a bid to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach

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, addendums, 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.

V30009223

Signer's Name

J. Ubaldo Parra

Name of Business

LED Electric and Lighting Contractors

Street Address

815. E. Calton Rd. Suite 4

City, State, Zip Code

Laredo, TX 78041

Email Address

ubaldo.parra@LEDelectric.us.com

Telephone No.

956-568-4330

Fax No.

N/A

City's Solicitation No.

6100011422

  
\_\_\_\_\_  
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.

**Attachment A - Price Schedule, Rev 1, dated: 6-27-19**

**FY19 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.

**Product list constitutes full service, including cost of all labor, materials, tools, equipment, and supervision necessary to complete the work described in Section 004 - Specifications/Scope of Services. Respondent shall submit pricing for each line item on Attachment A, Price Schedule, to be eligible for contract award.**

#	Location	Retrofit Description	Quantity (A)	Specified Manufacturer (or approved equal)	Specified model & Part # (or approved equal)	Manufacturer	Model & Part #	Unit Price (B)	Total Price Qty x Unit Price (C = A x B)
1	Lila Cockrell Theater	Install new LED fixture	205	Kirlin	LKR-07034-2500L-MFL-99(D5)-99(9906902)	Kirlin	LKR-07034-2500L-MFL-99(D5)-99(9906902)	\$ 1,691.47	\$ 346,751.47
2	Lila Cockrell Theater	Install new LED fixture	17	Kirlin	LKR-07055-5000L-99(D5)	Kirlin	LKR-07055-5000L-99(D5)	\$ 1,834.76	\$ 31,191.00
3	Lila Cockrell Theater	Install new LED fixture	9	Kirlin	LSR-09479-5000L-NFL-D5-PM-87(24")-88-38	Kirlin	LSR-09479-5000L-NFL-D5-PM-87(24")-88-38	\$ 2,332.47	\$ 20,992.24
4	Lila Cockrell Theater	Install new LED fixture	8	Kirlin	LKR-07055-5000L-SPT-99(D5)-99(9906921A)	Kirlin	LKR-07055-5000L-SPT-99(D5)-99(9906921A)	\$ 1,864.94	\$ 14,919.53
5	Lila Cockrell Theater	Install new LED fixture	18	Brownlee Lighting	1392-NT-C17LED-40K-DIM	Brownlee Lighting	1392-NT-C17LED-40K-DIM	\$ 901.66	\$ 16,229.86
8	Lila Cockrell Theater	Install new LED fixture	32	Liton	CRTR6L22-SW-T40	Liton	CRTR6L22-SW-T40	\$ 469.93	\$ 15,037.74
9	Lila Cockrell Theater	Install new LED fixture	36	Liton	CRTR6L10-SW-T40	Liton	CRTR6L10-SW-T40	\$ 469.93	\$ 16,917.46
10	Lila Cockrell Theater	Install new LED tube (existing fixture to remain)	60	Keystone	KT-LED13T5HE-48GC-840-D	Keystone	KT-LED13T5HE-48GC-840-D	\$ 101.82	\$ 6,109.41
11	Lila Cockrell Theater	Install new remote driver system on new Kirlin LED fixtures	252	Symphony	SmartDMX™ SPS-1000D	Symphony	SmartDMX™ SPS-1000D	\$ —	\$ -
12	Lila Cockrell Theater	Dual 20A Relay Module with Advanced Features (upgrade to existing ETC DMX Lighting Controls System)	24	ETC	R20AF	ETC	R20AF	\$ 2,245.59	\$ 53,894.12
13	Lila Cockrell Theater	Dual 20A ThruPower Module with Advanced Features (upgrade to existing ETC DMX Lighting Controls System)	4	ETC	TR20SAF	ETC	TR20SAF	\$ 3,284.71	\$ 13,138.82
14	Lila Cockrell Theater	2U 19" rack-mount patch panel with 24 open slots (upgrade to existing ETC DMX Lighting Controls System)	1	Cisco	PATCH PANEL 24X	Cisco	PATCH PANEL 24X	\$ 1,217.65	\$ 1,217.65
15	Lila Cockrell Theater	CAT5E Modular Jack for Patch Panel (upgrade to existing ETC DMX Lighting Controls System)	24	Belden	AX101046	Belden	AX101046	\$ 150.02	\$ 3,600.56
16	Lila Cockrell Theater	Brush Grommet Panel, 2U (upgrade to existing ETC DMX Lighting Controls System)	1	Middle Atlantic Products	BR2	Middle Atlantic Products	BR2	\$ 540.39	\$ 540.39
17	Lila Cockrell Theater	2' CAT5 Patch cable, black (upgrade to existing ETC DMX Lighting Controls System)	24	Mediabridge	CAT5 PATCH CABLE	Mediabridge	CAT5 PATCH CABLE	\$ 73.16	\$ 1,755.95
18	Lila Cockrell Theater	Ethernet Switch - 24 RJ-45 ports of 10/100/1000 PoE+ (195W total allowance) with 2 combo ports of RJ-45 or mini-GBIC/SFP and with 2 ports of mini-GBIC/SFP (upgrade to existing ETC DMX Lighting Controls System)	1	Cisco	SG350-28P	Cisco	SG350-28P	\$ 2,471.73	\$ 2,471.73
19	Lila Cockrell Theater	Net3 two-port DMX/RDM Output Install Gateway to Contain: 2 - XLR-D5F, 5-pin Female XLR connectors (upgrade to existing ETC DMX Lighting Controls System)	6	ETC	N32G-2F	ETC	N32G-2F	\$ 4,726.47	\$ 28,358.82
20	Lila Cockrell Theater	Net3 Surface-Mount Two-Gang Back Box (upgrade to existing ETC DMX Lighting Controls System)	6	ETC	N32G-BB	ETC	N32G-BB	\$ 385.29	\$ 2,311.76
21	Lila Cockrell Theater	RJ45 to Male 5-pin XLR adapter (upgrade to existing ETC DMX Lighting Controls System)	12	ETC	RJ45-MXLR5	ETC	RJ45-MXLR5	\$ 87.41	\$ 1,048.94
									<b>\$ 576,487.46</b>
22	Fire Training Academy Building A	Install new LED fixture	131	OEO	VLCPN24	LITHONIA	CPX 2X4 4000LM 40K M2	\$ 201.18	\$ 26,354.12
23	Fire Training Academy Building A	Install new LED fixture	6	OEO	VLC-WD22360S	LITHONIA	OLLWU LED P1 40K MVOLT DDB M6	\$ 297.94	\$ 1,787.65
24	Fire Training Academy Building A	Install new LED fixture	2	OEO	VLC-LCALD6/S/151	LITHONIA	LDN6CYL 40/25 L06AR LSS MVOLT BZ10 ACC DNA	\$ 505.29	\$ 1,010.59



Attachment B – Detailed Scope of Work (1 of 3)- Revised 6-27-19

LILA COCKRELL - EXISTING LIGHT FIXTURES

TYPE MARK	PROJECT LOCATION	MANUFACTURER	PART NUMBER	VOLTAGE	WATTAGE (PER LAMP)	FIXTURE QUANTITY	LAMPS PER FIXTURE	DESCRIPTION	MOUNTING	CUT SHEET INCLUDED Y/N	ANNUAL BURN HOURS
HA	THEATER	KIRLIN	IRR 07058	120	250	205	1	No description.	No description.	N	3000
HB	THEATER	KIRLIN	IRR 06071	120	500	17	1	No description.	No description.	N	3000
HD	THEATER	KIRLIN	ISR 09066-99	120	500	9	1	Pendant Mounted Luminaire	Pendant	N	3000
HE	THEATER	KIRLIN	ISR 09065-99	120	500	8	1	Recessed	Recessed	N	3000
G	LOBBY	VISA LIGHTING	CP5129-195005-PMO	277	54	18	2	No description.	No description.	N	3640
<del>L1-B4</del>	<del>LOBBY</del>	<del>ARCHITECTURAL LIGHTING WORKS</del>	<del>PLU-OP-641285-99-4-227-AL</del>	<del>277</del>	<del>28</del>	<del>60</del>	<del>2</del>	<del>No description.</del>	<del>No description.</del>	<del>N</del>	<del>3640</del>
Q	LOBBY	ZUMTOBEL	S1D6325/6320 TMC 9930	120	90	32	1	No description.	No description.	N	3640
T	LOBBY	GOTHAM LIGHTING	AFV32TRT GAR GEB10 WLP	277	32	36	1	Self-Flanged Semi Specular Reflector. 16 gauge galvanized steel mounting bars with continuous 4" adjustment. 4" linear fluorescent narrow 6" aperture recessed slot luminaire with snap-in opal acrylic lens/diffuser. Electronic dimming ballast.	No description	N	3640
D4	LOBBY	ZUMTOBEL	PLU OLP 641285 U WF	277	28	60	2	Recessed	Recessed Lay-In-Grid	N	3640

PROPOSED LILA COCKRELL LIGHT FIXTURES

TYPE MARK	PROJECT LOCATION	MANUFACTURER	PART NUMBER	VOLTAGE	WATTAGE (PER LAMP)	FIXTURE QUANTITY	LAMPS PER FIXTURE	DESCRIPTION	MOUNTING	DLC CERTIFIED Y/N	CUT SHEET INCLUDED Y/N	ANNUAL BURN HOURS
HA	THEATER	KIRLIN	LKR-07034-2500L-MFL-99(D5)-99(9906902)	120	28	205	1	LED	RECESSED DOWNLIGHT	N	Y	3000
HB	THEATER	KIRLIN	LKR-07055-5000L-99(D5)	120	145	17	1	LED		N	Y	3000
HD	THEATER	KIRLIN	LSR-09479-5000L-NFL-D5-PM-87(24")-88-38	120	74	9	1	LED	PENDANT	N	Y	3000
HE	THEATER	KIRLIN	LKR-07055-5000L-SPT-99(D5)-99(9906921A)	120	74	8	1	LED	RECESSED	N	Y	3000
Remote-Driver System	THEATER	Symphony	SmartDriver-SFS-30000	115-277	NA	252	NA	For-LED	NA	NA	X	NA
G	LOBBY	BROWNLEE LIGHTING	1392-NT-C17LED-40K-DIM	120-277 (MULTI VOLT)	17	18	1	LED	WALL MOUNTED, DIRECTLY TO J-BOX	N	Y	3640
<del>L1-B4</del>	<del>LOBBY</del>	<del>PHILIPS</del>	<del>L1-CAT4432-000088-09</del>	<del>120-277 (MULTI VOLT)</del>	<del>62.5</del>	<del>8</del>	<del>2</del>	<del>LED</del>	<del>SURFACE-MOUNTED FIXTURE</del>	<del>N</del>	<del>X</del>	<del>3640</del>
Q	LOBBY	LITON	CRTR6122-SW-140	120-277 (MULTI VOLT)	30	32	1	LED	No description.	N	Y	3640
T	LOBBY	LITON	CRTR6110-SW-140	120-277 (MULTI VOLT)	10	36	1	LED	No description.	N	Y	3640
D4	LOBBY	KEYSTONE	KT-LED13T5HE-48GC-840-D	120	13	60	2	LED	REPLACEMENT FOR CONVENTIONAL FLUORESCENT TUBE	Y	Y	3640

Attachment B – Detailed Scope of Work (2 of 3) - Revised 6-27-19

FIRE TRAINING ACADEMY - EXISTING LIGHT FIXTURES

TYPE MARK	BUILDING	PROJECT LOCATION	MANUFACTURER	PART NUMBER	VOLTAGE	WATTAGE (PER LAMP)	FIXTURE QUANTITY	LAMPS PER FIXTURE	DESCRIPTION	MOUNTING	CUT SHEET INCLUDED Y/N	ANNUAL BURN HOURS
A-T4	A	Through-out	unknown	unknown	120-277	65 W	131	4	2'x4' T4	Standard ACT Mounting	N	4380
A-8U/D	A	Front Lobby	unknown	unknown	120-277	50 W	6	4	8" Cylinder Uplight/Downlight	Wall Mounted Pendant	N	4380
A-PDL	A	Reception Desk	unknown	unknown	120-277	40 W	2	1	Pendants Downlight only	Ceiling Mounted	N	4380
A-4TL	A	Through-out	unknown	unknown	120-277	40 W	31	3	4' Track light	Ceiling Mounted	N	4380
A-RD12	A	Kitchen	unknown	unknown	120-277	60 W	8	2	Recessed Downlight	Hard Ceiling / ACT Mounting	N	4380
A-RD11	A	Through-out building and in Rest Rooms	unknown	unknown	120-277	60 W	61	1	Recessed Downlight	Hard Ceiling / ACT Mounting	N	4380
A-8CD	A	Large Lecture Hall	unknown	unknown	120-277	120 W	29	2	8" Cylinder Downlight	Ceiling Mounted	N	4380
A-4F	A	Rest Rooms	unknown	unknown	120-277	40 W	12	2	4' Fluorescent Fixture	Wall Mounted	N	4380
B-T4	B	Through-out	unknown	unknown	120-277	65 W	23	4	2'x4' T4	Standard ACT Mounting	N	4380
B-1P	B	Basketball Court	unknown	unknown	120-277	120 W	24	1	Large Pendants Downlight only	Ceiling Mounted	N	4380
B-RD11	B	Locker room Foyer	unknown	unknown	120-277	60 W	7	1	Recessed Downlight	Hard Ceiling / ACT Mounting	N	4380
B-4F	B	Locker rooms	unknown	unknown	120-277	45 W	4	2	4' Fluorescent Fixture	Wall Mounted	N	4380
B-CT4	B	Locker rooms	unknown	unknown	120-277	45 W	18	4	2'x4' T4	Ceiling Mounted Box	N	4380
B-SH4F	B	Shower	unknown	unknown	120-277	45 W	12	2	4' Fluorescent Fixture	Ceiling Mounted	N	4380
B-T4/2	B	Bunker Room	unknown	unknown	120-277	65 W	10	3	4' Fluorescent Fixture	Ceiling Mounted	N	4380
B-T8/2	B	Maint. bay	unknown	unknown	120-277	65 W	15	2	8' Fluorescent Fixture	Wall Mounted	N	4380
B-T4/1	B	Maint. bay	unknown	unknown	120-277	65 W	2	1	4' Fluorescent Fixture	Wall Mounted	N	4380

FIRE TRAINING ACADEMY - PROPOSED LIGHT FIXTURES

TYPE MARK	BUILDING	PROJECT LOCATION	MANUFACTURER	PART NUMBER	VOLTAGE	WATTAGE (PER LAMP)	FIXTURE QUANTITY	LAMPS PER FIXTURE	DESCRIPTION	MOUNTING	DLC CERTIFIED Y/N	CUT SHEET INCLUDED Y/N	ANNUAL BURN HOURS
A-T4	A	Through-out	OEO	VICPN24	120-277	50 W	131	1	2'x4 LED Flat Panel	Drop In Grid	Y	Y	4380
A-8U/D	A	Front Lobby	OEO	VIC-WD2360S	120-277	45 W	6	1	Wall Sconce Up/Down	Wall	N	Y	4380
A-PDL	A	Reception Desk	OEO	VIC-LCAD6/5/151	120-277	30 W	2	1	Downlight	Pendant	N	Y	4380
A-4TL	A	Through-out	OEO	ZAO-WL-73-HO-8-3SK-8-1-UNV-S1-S	120-277	37 W	31	1	4' Suspended	Hanging	N	Y	4380
A-RD12	A	Kitchen	OEO	CH648UE-D10/CR61.36WW-T35	120-277	48 W	8	1	Commercial Downlight	In Ceiling (needs 6" hole)	N	Y	4380
A-RD11	A	Through-out building and in Rest Rooms	OEO	CH648UE-D10/CR61.36WW-T35	120-277	48 W	61	1	Commercial Downlight	In Ceiling (needs 6" hole)	N	Y	4380
A-8CD	A	Large Lecture Hall	OEO	LCA1D65-450-B70-X-T35-D10	120-277	43 W	29	1	Downlight	Hanging Pendant	N	Y	4380
A-4F	A	Rest Rooms	OEO	ZAO-WL-73-HO-8-3SK-8-1-UNV-S1-S	120-277	37 W	12	1	4' Suspended	Wall Mounted	N	Y	4380
B-T4	B	Through-out	OEO	VICPN24	120-277	50 W	23	1	2'x4 LED Flat Panel	Drop In Grid	Y	Y	4380
B-1P	B	Basketball Court	OEO	OEO Super Hybrid P	120-277	154 W	24	1	Replacement LED Lamp	Uses existing fixture	Y	Y	4380
B-RD11	B	Locker Room Foyer	OEO	CH648UE-D10/CR61.36WW-T35	120-277	48 W	7	1	Commercial Downlight	In Ceiling (needs 6" hole)	Y	Y	4380
B-4F	B	Locker Rooms	OEO	LWV35303CFMW4	120-277	35 W	4	1	Wall Light	On Wall	Y	Y	4380
B-CT4	B	Locker Rooms	OEO	PN24-W50-C35	120-277	24 W	18	1	Ceiling Light	On Ceiling	Y	Y	4380
B-CT4 Kit	B	Kits for above line item	OEO	PN=SMK	N/A	N/A	18	N/A	N/A	N/A	N	N/A	N/A
B-SH4F	B	Shower	OEO	VT440W-40K-LIFR-GRV-AC-8FC-N	120-277	40 W	12	2	4' Fluorescent Fixture	Ceiling Mounted	Y	Y	4380
B-T4/2	B	Bunker Room	OEO	ZIP4-40-40K-UNV-FR-WH-V-BFC	120-277	40 W	10	3	4' Fluorescent Fixture	Ceiling Mounted	Y	Y	4380
B-T8/2	B	Maint. bay	OEO	ZIP4-40-40K-UNV-FR-WH-V-BFC	120-277	40 W	15	2	8' Fluorescent Fixture	Hanging Mount	Y	Y	4380
B-T4/1	B	Maint. bay	OEO	LDAWV-35K-KA12-M-W-4-45	120-277	35 W	2	1	4' Fluorescent Fixture	Wall Mounted	Y	Y	4380

Attachment B – Detailed Scope of Work (3 of 3) - Revised 6-27-19

ALAMODOME PARKING LOT - EXISTING LIGHT FIXTURES

TYPE MARK	PROJECT LOCATION	MANUFACTURER	PART NUMBER	VOLTAGE	WATTAGE (PER LAMP)	FIXTURE QUANTITY	LAMPS PER FIXTURE	DESCRIPTION	MOUNTING	NOTES	CUT SHEET INCLUDED Y/N	ANNUAL BURN HOURS
P1-P46	Plaza (East/West & North)	Unknown	Unknown	277V	30W	17	1	Corn Cob	20' Pole	1 Fixture per Pole	N	4380
T3-T8	Transit (Dakota) Walkway	Unknown	Unknown	277V	42W	6	(5) 2-Lamp & (1) 1-Lamp	Wall Pack	Wall Mounted		N	4380
T17	Transit (Dakota) Walkway	Unknown	Unknown	277V	42W	1	1	Wall Pack	Wall Mounted		N	4380
AD 02	Mast Lights	Unknown	Unknown	277V	1500W	12	1	Metal Halide			N	4380
AD 03	Strut Lights	Unknown	Unknown	277V	400W	32	1	Metal Halide			N	4380
AD 04	Eyebrow Lights	Unknown	Unknown	277V	400W	60	1	Metal Halide			N	4380
AD 06	Anchor Lights	Unknown	Unknown	120V	100W	48	1	Metal Halide		6 fixtures per Anchor	N	4380
AD-08	Entry-Overhang-Lights	Unknown	Unknown	120V	42W	44	1	CHL	Ceiling-Mounted		N	4380

ALAMODOME PARKING LOT - PROPOSED LIGHT FIXTURES

TYPE MARK	PROJECT LOCATION	MANUFACTURER	PART NUMBER	VOLTAGE	WATTAGE (PER LAMP)	FIXTURE QUANTITY	LAMPS PER FIXTURE	DESCRIPTION	MOUNTING	NOTES	DLC CERTIFIED Y/N	CUT SHEET INCLUDED Y/N	ANNUAL BURN HOURS
P1-P46	Plaza (East/West & North)	OEO	PT-35-E26 4K	120-277	35W	17	1	35W Corn Cob LED	20' Pole	check length dimensions for fit; may require lamp base to be installed.	Y	Y	4380
T3-T8	Transit (Dakota) Walkway	OEO	SB/MP-30-57K E26	120-277	30W	6	Use only (1) per fixture	30W Wall Pack one-sided Corn Cob	Wall Mounted	Add E26 socket to each fixture and use only (1) lamp.	N	Y	4380
T17	Transit (Dakota) Walkway	OEO	SB/MP-30-57K E26	120-277	30W	1	Use only (1) per fixture	30W Wall Pack one-sided Corn Cob	Wall Mounted	Add E26 socket to each fixture and use only (1) lamp.	N	Y	4380
AD 02	Mast Lights	OEO	Sportslighter 500	277	500W	12	1	Exterior Sports-grade	Mast		Y	Y	4380
AD 03	Strut Lights	OEO	PAL 150	120-277	150W	32	1	150W Premium Area Light	Strut lighting; specify mount type	Type 5 optics, other types available if required	Y	Y	4380
AD 04	Eyebrow Lights	OEO	PAL 150	120-277	150W	60	1	150W Premium Area Light	Specify mount option	Type 5 optics, other types available if required	Y	Y	4380
AD 06	Anchor Lights	OEO	4FL100L50B1D	120-277	100W	48	1	100W LED Shoebox light	Specify mount option		Y	Y	4380

**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 City 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 to a business meeting the definition of *City Business* 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 *City 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.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

**City Business** is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more 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 *City 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.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

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

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

**PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE.** Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: N/A %

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: IFB No. 6100011422

**PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:**

Name of Business:	<u>LED Electric and Lighting Contractors</u>	
Physical Address:	<u>815 E. Calton Rd. Suite 4</u>	
City, State, Zip Code:	<u>Laredo, TX 78041</u>	
Phone Number:	<u>956-868-4330</u>	
Email Address:	<u>ubaldo.parr@LEDelectric.us.com</u>	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	<u>40</u>	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="radio"/> No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	<input checked="" type="radio"/> No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

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

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:	LED Electric and Lighting Contractors	
Physical Address:	13119 Lookout Ridge	
City, State, Zip Code:	San Antonio, TX 78233	
Phone Number:	210-802-8320	
Email Address:	ubaldo.parra@LEDelectric.us.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office:	20	
Is the business located in the incorporated San Antonio city limits? (circle one)	<input checked="" type="radio"/> Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	<input checked="" type="radio"/> Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input checked="" type="radio"/> 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)	<input checked="" type="radio"/> Yes	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)	<input checked="" type="radio"/> Yes	No

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

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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, including the inspection of business records and site visits by City or its authorized representative. 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.

BIDDER'S / RESPONDENT'S FULL NAME:

J. Ubaldo Parra

(Print Name) Authorized Representative of Bidder / Respondent

J. Ubaldo Parra

(Signature) Authorized Representative of Bidder / Respondent

Manager

Title

7/19/19

Date

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

Veteran-Owned Small Business Preference Program (VOSBPP)  
Ordinance

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

Respondent must complete and return the attaché Veteran-Owned Small Business Program Tracking Form.

**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: IFB No. 6100011400

Name of Respondent:	LED Electric and Lighting Contractors	
Physical Address:	815 E. Calton Rd. Suite 4	
City, State, Zip Code:	Laredo, TX 78041	
Phone Number:	956-568-4330	
Email Address:	Ubaldo.parr@LEDElectric.us.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #	N/A	
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	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.	N/A	
Participation Dollar Amount	0	

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> 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	0	

**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:

J. Ubaldo Parra

(Print Name) Authorized Representative of Bidder/Respondent

J. Ubaldo Parra.

(Signature) Authorized Representative of Bidder/Respondent

Manager

Title

7/19/19

Date

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



## ADDENDUM I

**SUBJECT:** Invitation For Bid (IFB) for LED Lighting Retrofit for CSF and SAFD  
(IFB 6100011422), Scheduled to Open: **June 24, 2019**; Date of Issue: **May 29, 2019**

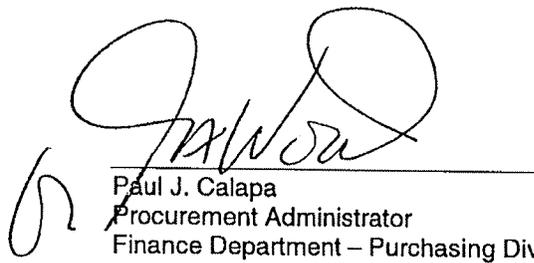
**FROM:** Paul J. Calapa  
Procurement Administrator

**DATE:** June 18, 2019

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

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

- 1. THE BID DEADLINE IS HEREBY EXTENDED TO JULY 1, 2019 at 2:00 P.M. CT**

  
Paul J. Calapa  
Procurement Administrator  
Finance Department – Purchasing Division

*Acknowledged  
A. Ubaldo Penra.  
7/24/19*



## ADDENDUM II

SUBJECT: Invitation For Bid (IFB) for LED Lighting Retrofit for CSF and SAFD  
(IFB 6100011422), Scheduled to Open: **July 1, 2019**; Date of Issue: **May 29, 2019**

FROM: Norbert Dziuk  
Procurement Operations Lead

DATE: June 25, 2019

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

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

1. **THE BID DEADLINE IS HEREBY EXTENDED TO JULY 12, 2019 at 2:00 P.M. CT**

Norbert Dziuk  
Procurement Operations Lead  
Finance Department – Purchasing Division

*Acknowledged  
J. Ubaldino Parra.  
7/24/19*



## **ADDENDUM III**

**SUBJECT:** Invitation For Bid (IFB) for LED Lighting Retrofit for CSF and SAFD (IFB 6100011422), Scheduled to Open: **July 12, 2019**; Date of Issue: **May 29, 2019**

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

**DATE:** July 5, 2019

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

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

- 1. The Bid Submission deadline has been extended to July 19, 2019; 2:00PM CT.**
- 2. ADD: Attachment M – SBEDA Presentation.** Small Business Economic Development Advocacy Program Presentation. Exhibit is posted as a separate document.
- 3. REPLACE: Attachment A, Price Schedule** is hereby removed and replaced with Attachment A, Price Schedule, Rev I dated 6-27-19. Please submit Price Schedule, Rev I dated 6-27-18 with your proposal. This attachment is posted as a separate document.
- 4. REPLACE: Attachment B, Detailed Scope of Work** is hereby removed and replaced with Attachment B, Detailed Scope of Work Rev I dated 6-27-19. This attachment is posted as a separate document.
- 5. REPLACE: Attachment C, Equipment Specifications** is hereby removed and replaced with Attachment C, Equipment Specifications Rev I dated 6-27-19. This attachment is posted as a separate document.
6. Section 004 –Specifications / Scope of Services, 1<sup>st</sup> paragraph is revised to read as follows: 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 the following three locations: (1) Lila Cockrell Theater (2) Fire Training Academy and (3) the Alamodome Parking Lot. A comprehensive listing of existing and proposed light fixtures, with specifications, is included in Attachment B – Detailed Scope of Work. Also included are the as-built drawings for Lila Cockrell Theater. This attachment will serve as the guide for the contractor's work. Proposed light fixture specifications are included in Attachment C – Proposed Equipment Specifications. 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 by Contractor. All variations from specified items shall be fully explained by the contractor and subject to review and approval by the City.
- 7. Section 004 –Specifications / Scope of Services, 2<sup>nd</sup> paragraph is hereby added:  
**Supplemental instructions for Lila Cockrell Theater****

- Upgrade the existing ETC DMX Controlled Lighting Controls System to accommodate new LED light fixtures that will be installed as part of this project.
  - New equipment and accessories installed as part of this upgrade must be compatible with the existing ETC DMX Lighting Controls System.
  - Installation shall be by manufacturer-certified installer and technicians.
  - Contractor shall enclose all new cabling in conduit in accordance with applicable standards and codes.
  - Contractor must provide a 3-year warranty on new equipment.
  - Contractor must confirm operation of each new LED fixture and establish a DMX address prior to installation.
8. Section 004 –Specifications / Scope of Services, 4.4.1.14 is revised to read as follows:  
4.4.1.14 Contractor shall coordinate pre-retrofit inspection with Clearesult/CPS Energy personnel in order to qualify facility for CPS Energy Lighting Rebates program.
9. Section 004 –Specifications / Scope of Services, 4.4.1.16 is revised to read as follows:  
4.4.1.16 All new light fixtures must qualify under CPS Rebate Program. Under the CPS Rebate Program Light fixtures can qualify based on DLC certification, Energy Star or Lighting Facts.

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATION:**

On June 6, 2019, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for LED Lighting Retrofit for CSF and SAFD. 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: What are the SBEDA Requirements?  
Response: The SBEDA requirements are stated in Attachment E – SBEDA Utilization Commitment Form. The SBEDA Ordinance Compliance Provisions are posted in Exhibit 1.
- Question 2: Will partial invoicing be allowed?  
Response: Yes; the awarded contractor may submit invoicing upon the completion of the work at each location. The City reserves the right to inspect all completed work to ensure complete satisfaction before any invoices are paid.
- Question 3: Are there Prevailing Wages for this project?  
Response: Yes; please refer to section 005 – Supplemental Terms & Conditions, Prevailing Wage Rates and Attachment L for Prevailing Wage requirements
- Question 4: Is there a budget amount set for this project?  
Response: Yes, however the City will not disclose budget amounts in this competitive bid process.
- Question 5: Is there a bid bond template from COSA that vendors have to use?  
Response: No; Bidder must submit a bid bond in accordance with the requirements in Section 005-Bid Bond
- Question 6: How and who completes the rebate application?  
Response: The rebate application will be handled and processed by the City's Office of Sustainability which will be working directly with CPS Energy.

- Question 7: Is there a chance for a 2<sup>nd</sup> site visit to any of the 3 locations?
- Response: Yes; any vendor wishing to get a 2<sup>nd</sup> site visit, must contact the Procurement Specialist handling the project who will then check with the facility for staff availability. See section 003 – Instructions for Bidders, Restrictions on Communication.
- Question 8: Is there asbestos and who is responsible for the cleaning of it?
- Response: The City is not aware of the existence of any asbestos. If any does exist for this project, the City will be responsible.
- Question 9: What is the maximum weight for the stage at the Lila Cockrell Theatre?
- Response: The maximum weight is approximately 4,000 lbs.
- Question 10: Will equivalent products from alternate lighting and controls manufacturers be allowed?
- Response: Yes. See section 003 – Instructions for Bidders, Description of Supplies.
- Question 11: Attachment B – Detailed Scope of Work has a column labeled “Type Mark” – these light fixture designations are typical of architectural plans. Can the City of San Antonio provide the architectural plans matching these designations for the 3 sites?
- Response: As-built drawings are only available for Lila Cockrell Theatre. These drawings have been included in Attachment B – Detailed Scope of Work.
- Question 12: Do light fixture Types “HA”, “HB”, “HD”, and “HE” need to be individually addressable?
- Response: Yes
- Question 13: If the cable runs from the drivers to the Types “HB”, and “HE” luminaires exceed the maximum run length of 250 feet, is there an acceptable alternate location for the drivers?
- Response: The Alternate Remote Driver System has been removed from the project.
- Question 14: Do any of the 5000 lumen downlights need to be adjustable?
- Response: No
- Question 15: Do the Type “HD” pendant luminaires need to be wet location rated?
- Response: No.
- Question 16: Do the downlight trims for the Type “HA” need to be wet location rated?
- Response: No
- Question 17: Please verify the catalog number for the Type “L1”. I believe the Types “L1” and “L4” are supposed to be the same series and the only difference is the length of the luminaires.
- Response: Types “L1” and “L4” have been removed from the project.
- Question 18: Is dimming to 1% acceptable?

- Response: No, a theater setting requires 0% dimming.
- Question 19: It is my understanding that CPS rebates are supposed to be a part of this retrofit, yet most of the luminaires on this project do not have a DLC listing. Is DLC listed product a requirement?
- Response: DLC products are not a requirement for the project but rather a requirement for CPS Energy rebates. Bidders should keep in mind that CPS Energy Rebate Program will allow products to be certified from DLC, Energy Star or Lighting Facts. See amendment number 9 above.
- Question 20: How many zones is the Lila Cockrell auditorium lighting currently divided into? Will these zones stay as existing or an upgrade to individually control each light via DMX address required?
- Response: Each light fixture will need to be controlled via DMX. Zone control will be implemented by the Convention and Sports Entertainment Facilities personnel during project implementation programming. Bidders should keep in mind that the existing as-built drawings for the Lila Cockrell lighting controls system have been included in Attachment B, Rev 1, dated 6-27-19 – Detailed Scope of Work.
- Question 21: Product specified – SmartDMX LED Remote Power Supply is a remote LED driver not integrated with each light fixture. What is the location where these drivers are to be installed? Next to existing dimming rack?
- Response: The Alternate Remote Driver System has been removed from the project.
- Question 22: Submittal Sheet for LKR-08074-30K-WFL-99-99 feature #3 is a driver with 0-10V dimming – this conflicts SmartDMX remote LED driver. Please clarify which is desired.
- Response: LKR is DMX protocol not 0-10. The Spec sheet from manufacturer has not been updated. The Alternate Remote Driver System has been removed from the project.
- Question 23: Submittal Sheet for LKR-07055-5000L-MFL99 feature #3 is a driver with 0-10V dimming – this conflicts SmartDMX remote LED driver. Please clarify which is desired.
- Response: LKR is DMX protocol not 0-10. The Spec sheet from manufacturer has not been updated. The Alternate Remote Driver System has been removed from the project.
- Question 24: Attachment B – Detailed Scope of Work (1 of 3) – Proposed Lila Cockrell Lighting lists below type HE – “Alternate Remote Driver System”. Is this line item an alternate option in pricing? Attachment A – Price Schedule does not list any alternate pricing.
- Response: The Alternate Remote Driver System has been removed from the project.
- Question 25: Attachment A – Price Schedule Item #11 has a quantity of 252 – Technical specification for SPS-1000D has a chart that up to 6 devices can be connected. Is the 252 quantity correct? Shouldn't it be 42?
- Response: The Alternate Remote Driver System has been removed from the project.
- Question 26: Is OEO the lighting manufacturer for all the products listed on the Proposed Lighting schedule, or is OEO a lighting broker?
- Response: OEO is a Manufacturer. Bidders should keep in mind that an approved equal product from another manufacturer will be allowed. See section 003 – Instructions for Bidders, Description of Supplies.

Question 27: Some of the product data sheets for the Fire Training Academy do not match the matrix.

Response: Attachment C – Equipment Specifications, Rev I dated 6-27-19 has been updated to include all proposed light fixtures.

Question 28: Is DLC listed product a requirement?

Response: DLC products are not a requirement for the project but rather a requirement for CPS Energy rebates. Bidders should keep in mind that CPS Energy Rebate Program will allow products to be certified from DLC, Energy Star or Lighting Facts. See amendment number 9 above.

  
\_\_\_\_\_  
Norbert Dziuk  
Procurement Operations Lead  
Finance Department – Purchasing Division

**\*\*PLEASE SIGN AND RETURN\*\***

Date 7/24/19  
Company Name LED Electric and Lighting Contractors  
Address 815 E. Calton Rd. Suite 4  
City/State/Zip Code Laredo, TX 78041  
Signature A. Urbano Poma.



## ADDENDUM IV

**SUBJECT:** Invitation For Bid (IFB) for LED Lighting Retrofit for CSF and SAFD (IFB 6100011422), Scheduled to Open: **July 19, 2019**; Date of Issue: **May 29, 2019**

**FROM:** Norbert Dziuk  
Procurement Operations Lead

**DATE:** July 11, 2019

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

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

1. **ADD: Attachment N** – Pre-submittal Attendance Sign In Sheet. Posted as a separate document

**ADDITIONAL QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATION:**

**Question 1:** Have you issued a change in the schedule for the Alamodome that would offer more details on the specs for the exterior lighting?

**Response:** No. The intent of the exterior lighting retrofit at the Alamodome is to replace existing fixtures with new LED fixtures as specified in Attachment B – Detailed Scope of Work. Bidders should provide pricing for products listed in Attachment A – Price Schedule. Bidders should also keep in mind that an approved equal product from another manufacturer will be considered. See Section 003 – Instructions for Bidders, Description of Supplies.

**Question 2:** The Sports lighter listing for type AD 02, is very sketchy and I cannot put together a good spec for it as it is written. The one I have now will have holes in it until more information can be provided?

**Response:** Bidders should provide pricing for products listed in Attachment A – Price Schedule. Bidders should also keep in mind that an approved equal product from another manufacturer will be allowed.

**Question 3:** Is there a target foot-candle reading that you want to achieve to equal what is there? Or do you want to make it brighter with LEDS? Also what is the mounting height of the poles they are attached to? That would be a bit of good information so we could specify the right LUMEN package for each sports lighter. Without this information, we are merely “matching” the only information provided which does not necessarily mean that it would adequately light the field?

**Response:** The specifications of the proposed lighting fixtures in Attachment B – Scope of Work are an upgrade to the existing lighting. Contractors must meet the minimum requirements of the proposed light fixtures identified in Attachment B.

Question 4: The same questions are for the parking lot lights (pole height? Layout?) so that the specifications will provide an equal lighting outcome that will satisfy a target foot-candle level?

Response: The specifications of the proposed lighting fixtures in Attachment B – Scope of Work are an upgrade to the existing lighting. Contractors must meet the minimum requirements of the proposed light fixtures identified in Attachment B.



Norbert Dziuk  
Procurement Operations Lead  
Finance Department – Purchasing Division

Acknowledged  
J. Ulbrich Parra.



## ADDENDUM V

**SUBJECT:** Invitation For Bid (IFB) for LED Lighting Retrofit for CSF and SAFD (IFB 6100011422), Scheduled to Open: **July 19, 2019**; Date of Issue: **May 29, 2019**

**FROM:** Norbert Dziuk  
Procurement Operations Lead

**DATE:** July 18, 2019

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

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

- 1. THE BID DEADLINE IS HEREBY EXTENDED TO JULY 24, 2019 at 2:00 P.M. CT**

Norbert Dziuk  
Procurement Operations Lead  
Finance Department – Purchasing Division

*Acknowledged*  
*J. Ubaldino*