

AN ORDINANCE

2011-10-06-0812

ACCEPTING THE BID FROM RENAISSANCE INDUSTRIES, INC. DBA PREFERRED LANDSCAPE & LIGHTING TO PROVIDE AND INSTALL LED HOLIDAY LIGHTING FOR DOWNTOWN CITY-OWNED FACILITIES IN SUPPORT OF THE MAYOR'S DOWNTOWN HOLIDAY PROGRAM FOR AN ESTIMATED ANNUAL COST OF \$130,678.00, FROM HOT CAPITAL FUNDS AND VARIOUS DEPARTMENT FUNDS.

* * * * *

WHEREAS, bids were submitted to provide the City of San Antonio with LED holiday lighting for downtown City facilities; and

WHEREAS, the bid submitted by The Christmas Light Co., Inc. failed to meet the City's specifications and/or requirements; and

WHEREAS, the low bid was submitted by Renaissance Industries, Inc. d/b/a Preferred Landscape & Lighting for an estimated annual cost of \$130,678.00; **NOW THEREFORE**:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The bid submitted by Renaissance Industries, Inc. d/b/a Preferred Landscape & Lighting to provide the City with LED holiday lighting for downtown City facilities for an estimated annual cost of \$130,678.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid is attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. It has been found and declared that the bid from The Christmas Light Co., Inc. failed to meet the City's specifications and/or requirements.

SECTION 3. The amount will be encumbered upon issuance of a purchase order, and payment is authorized to Renaissance Industries, Inc. d/b/a Preferred Landscape & Lighting. All current fiscal year expenditures will be in accordance with the FY 2012 budget approved by City Council. Future fiscal year expenditures are contingent upon future City Council budget approvals.

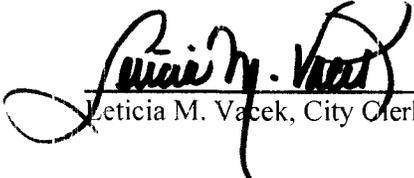
SECTION 4. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

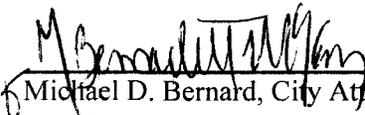
PASSED AND APPROVED this 6th day of October, 2011.

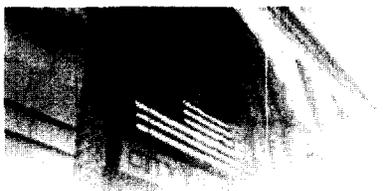

M A Y O R
Julián Castro

ATTEST:

APPROVED AS TO FORM:

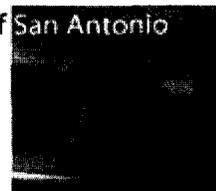

Teticia M. Vacek, City Clerk


Michael D. Bernard, City Attorney



Request for
COUNCIL
 ACTION

City of San Antonio



Agenda Voting Results - 7

Name:	4, 5, 6, 7, 8, 9, 10, 11A, 11B, 12, 13, 14A, 14B, 15, 16, 18A, 18B, 19, 20, 21, 22, 23, 24, 26, 27						
Date:	10/06/2011						
Time:	09:38:01 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance accepting the bid from Renaissance Industries, Inc. dba Preferred Landscape & Lighting to provide and install LED holiday lighting for downtown City-owned facilities in support of the Mayor's Downtown Holiday Program for an estimated annual cost of \$130,678.00, from HOT Capital Funds and various department funds. [A.J. Rodriguez, Deputy City Manager; Paula X. Stallcup, Director, Downtown Operations Department]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100000443

CITY FACILITIES AND RIVER WALK LED HOLIDAY LIGHTING

Date Issued: JULY 20, 2011

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM AUGUST 8, 2011

ORIGINAL

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
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

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

For Hard Copy Submissions, Mark Envelope
"CITY FACILITIES AND RIVER WALK LED HOLIDAY LIGHTING"
Bid Due Date: 2:00 p.m., AUGUST 8, 2011
Bid No.: 6100000443
Bidder's Name and Address

Bid Bond: YES Performance Bond: YES Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES DBE / ACDBE Requirements:

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

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on at at

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

SBEDA Contact Information: MICHAEL SIDON, 210-207-3900, MICHAEL.SIDON@SANANTONIO.GOV

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS 3
003 - INSTRUCTIONS FOR BIDDERS 4
004 - SPECIFICATIONS / SCOPE OF SERVICES 10
005 - SUPPLEMENTAL TERMS & CONDITIONS 15
006 - GENERAL TERMS & CONDITIONS 20
007 - SIGNATURE PAGE 25
008 - STANDARD DEFINITIONS 26
009 - ATTACHMENTS 28

003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

If this solicitation contains DBE/ACDBE requirements, bidders and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. 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, 11th Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

Evaluation and Award of Contract.

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

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

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

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

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

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

Inspection of Facilities/Equipment

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

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

Prompt Payment Discount

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

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

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

Tabulations. The Purchasing Division will post preliminary tabulations within 7 days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read during the bid opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.

Bid Protest Procedures

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

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

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

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

Scope of Work:

The City of San Antonio is soliciting bids for a vendor to supply LED holiday lights for City facilities downtown. The lighting equipment supplied should include all wire, bulbs, parapet clips and tabs to hold the clips in place. In addition, the City of San Antonio is soliciting bids for a contractor to furnish all labor necessary to install tree and building lighting and run romex cable back to panel with bucket trucks or similar equipment, as well as the removal of these lights. This contract includes an option for City to purchase the lights identified below, or to rent them from Vendor. Bidders may bid on either or both options.

Section I: Facilities LED Holiday Lighting

C-9 Lighting Specs:

- C-9 warm white LED retrofit bulbs with E17 base, 120 v
- Minimum 5 LEDs per bulb, and minimum 1.20 watts per bulb
- Parapet clips and tabs to hold the clips in place
- Brown, black or green wire gauge 18AWG SPT-2, 10 Amp capacity with sockets spaced every 12 inches spacing between bulbs
- Lighting strands must be UL listed with a minimum 50,000 hour lamp life

Installation C-9 Lighting Specifications:

- Pricing for lighting installation should be provided per linear foot, as quantity of lighting may vary per location.
- Service to provide the installation of parapet clips and tabs
- Traffic lane closures, barricades, and permits will be provided by the City of San Antonio

Removal C-9 Lighting Specifications:

- Pricing for lighting removal should be provided per linear foot, as quantity of lighting may vary per location.
- Service to provide the installation of parapet clips and tabs
- Traffic lane closures, barricades, and permits will be provided by the City of San Antonio

Locations for C-9 lighting installation and removal may include, at a minimum, the roofline of the following:

St. Mary's Garage	400 N. St. Mary's
Houston Street Garage	240 E. Houston
Marina Garage	850 E. Commerce
Central Library	600 Soledad
Marina Building	202 E. Nueva
International Center	203 S. St. Mary's
La Villita (Fence line only)	418 Villita
Metro Health - Main Office	332 W. Commerce
Metro Health Immunization Clinic	345 W. Commerce

*New locations may be added

LED Minibulb Holiday Lights:

Warm white Full Wave Rectified strands of 5mm, conical shaped LED mini bulbs in molded sockets with 12" spacing between bulbs on green or brown wire depending on availability.

Clips and tabs to hold clips in place.

Lighting strands must be UL listed with a minimum 50,000 hour lamp life

Installation LED Minibulb Lighting Specifications:

Pricing for lighting installation should be provided per linear foot, as quantity of lighting may vary per location

Service to provide the installation of lighting, running power cable(s) to fix or temporary electrical panels

Install lighting utilizing equipment capable of reaching 60' high or higher

Install lighting along roofline of structures such as gazebos and statues in various parks, to include Alamo, Milam, and Travis Parks

Traffic lane closures, barricades, and permits will be provided by the City of San Antonio

Lights will be wrapped around trunk of trees at City Hall – 10 each, additional trees maybe added

Removal LED Minibulb Lighting Specifications:

Pricing for lighting removal should be provided per linear foot, as quantity of lighting may vary per location.

Service to provide the removal of lighting, power cable(s) from fixed or temporary electrical panels

Remove lighting utilizing equipment capable of reaching 60' high or higher

Remove lights from roofline of structures such as gazebos and statues in various parks, to include Alamo, Milam, and Travis Parks

Traffic lane closures, barricades, and permits will be provided by the City of San Antonio

Lights will be removed from trunks of trees at City Hall – 10 each, additional trees maybe added

Facilities LED Holiday Lighting First Year Schedule:

Installation Start Date: October 3, 2011

Installation End Date: November 21, 2011 light test of all lighting at 6:30 pm.

Removal Start Date: January 10, 2012

Removal End Date: February 28, 2012

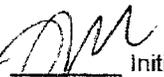
Working Hours: 9:00 am to 3:00 pm Monday through Friday, and 7:00 am to 7:00 pm on Saturdays and Sundays.

Point of Contact: For any technical questions, or site inspections, please contact Richard Gomez 210-912-4904.

Second Year Schedule: To be determined at a later date.

Third Year Schedule: To be determined at a later date

If City selects the rental option, Vendor shall be responsible for replacing any lighting that ceases to function properly within 24 hours of written notice from City. City shall not be responsible for stolen or damaged lighting.



Initial here to indicate that Vendor will make items awarded under this contract available to local businesses and other governmental entities at the prices stated in Vendor's bid for the term of this contract and any renewal periods. If submitting electronically, submit a letter indicating whether you are willing to extend this contract pricing to any of these other parties.

Rental Period:

If City elects to rent the lights specified herein, the rental period shall begin on the installation start date and end on the removal start date ("Base Rental Period"). City shall pay for the entire Base Rental Period, regardless of when particular strands of lights are actually installed or removed, so long as Vendor adheres to the set schedule. The Base Rental Period should be considered a flat fixed fee and shall not exceed four months. If City requires that the lights be kept in place for a longer period, the City shall pay a monthly fee for each additional month beyond the Base Rental Period that the lights are scheduled to remain in place. Vendor shall not charge a monthly rental fee beyond the initial date that removal is scheduled to begin, regardless of how long it takes Vendor to complete the removal process.

Section II: River Walk LED Lighting

LED Minibulb Holiday Lights:

Multi-color Full Wave Rectified strands of 5mm, conical shaped LED mini bulbs in molded sockets with 4" spacing between bulbs on green or brown wire depending on availability.

Lighting strands must be UL listed with a minimum 50,000 hour lamp life

Quantity to supply LED mini bulbs for 175 trees (approximately 601,130 linear feet)

Installation and Removal Specifications Trees and Foot Bridges:

Service to provide lighting equipment for trees and foot bridges, including:

Installation of minibulbs – 175 trees

Removal of minibulbs – 175 trees

Installation of minibulbs – foot bridges 829 feet

Removal of minibulbs – foot bridges 829 feet

Uplighting Color Kinetics ColorBlast LED Fixtures:

Philips Color Kinetics ColorBlast Powercore, 10 degree clear lens, white housing or equivalent – 9 each

Philips Color Kinetics ColorBurst (color to be determined at a later date) or equivalent – 40 each

Philips Data Enabler Pro (item number 106-000004-00) or equivalent – 1 each

Installation and Removal Specifications Uplighting Fixtures:

Service to provide lighting equipment for bridges, including:

Installation of uplighting fixtures – 49 each

Removal of uplighting fixtures – 49 each

FlexLighting:

Philips Color Kinetics iColor Flex LMX lights or equivalent – 2,881 feet in various lengths (to be supplied according to Attachment F)

Philips Color Kinetics iPlayer 3 (Item Number 103-000019-00) or equivalent – 20 each

Nema boxes, metal, wall mount, lockable, min. dimensions of 24" square and 5" deep – 22 each

Nema boxes, metal, wall mount, lockable, min. dimensions of 12" square and 5" deep – 21 each

Philips PDS-90ca 24V (DMX) Power Supply or equivalent – 51 each

Cat5e Data Line Cable 300 foot roll – 2 rolls

Color Kinetics Power Cable Black 25 foot leader cable – 6 each

Color Kinetics Power Cable Black 50 foot leader cable – 10 each

Color Kinetics Power Cable Black 100 foot leader cable – 15 each

Installation and Removal Specifications FlexLighting:

Service to provide flexlighting equipment for bridges, including:
Installation of bridge flexlighting – 19 each
Removal of bridge flexlighting – 19 each

River Walk LED Lighting First Year Schedule:

Installation Start Date: Upon City Council Approval Award
Installation End Date: November 18, 2011 light test of all lighting at 6:30 pm.

Removal Start Date: January 3, 2012
Removal End Date: March 30, 2012

Working Hours: 24 hrs a day, 7 days a week.

Point of Contact: For any technical questions, or site inspections, please contact Richard Gomez 210-912-4904.

Second Year Schedule: To be determined at a later date.

Third Year Schedule: To be determined at a later date.

Sections I and II:

Installation contractor must continue to maintain lights until turned off by City of San Antonio, and must respond to any maintenance issues within 24 hours.

Awarded contractor must provide specification sheets for all lighting equipment, including electrical consumption for each lighting type

Section II only:

River Walk LED Lighting must be ordered within 5 days of PO being issued, or by August 26, 2011.

Fifty percent of multi-color LED minibulb lighting must be received by September 19, and remaining fifty percent must be delivered by October 3, 2011.

All River Walk LED Lighting must be received by October 3, 2011.

To ensure consistent quality of lighting products, bidder must demonstrate that all multi-color LED mini-bulb lights supplied are from the same manufacturer and were produced in 2011.

Sponsorship Language:

City may seek sponsors for the lighting components identified here as:

Section I: Facilities LED Holiday Lighting - Item No. 1-5 (C-9 LED Warm White Lighting), Item No. 6-10 (Installation of C-9 LED Lighting), Item No. 11-15 (Removal of C-9 LED Lighting), Item No. 16-20 (LED Minibulbs), Item No. 21-25 (Installation of LED Minibulbs), Item No. 26-30 (Removal of LED Minibulbs), and Item No. 31-32 (Installation and Removal of LED Minibulbs 10 trees),

Section II: River Walk LED Lighting - as Item No. 1 (LED Minibulb Holiday Lights), Item No. 6 (Uplighting Color Kinetics ColorBlast LED Fixtures), and Item No. 11 (FlexLighting).

If such sponsorships are received, City will only issue purchase orders for the remaining items, which pertain to installation and removal, and shall have no obligation to purchase the lighting components for which sponsorships were received. If this contract is renewed, a new purchase order shall be issued at the time of renewal for all items that are renewed. City reserves the right to issue purchase orders for all items during each renewal period at the contract price, regardless of whether a sponsorship was received for the item(s) during preceding period.

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, and terminate on AUGUST 31, 2012.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 2 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Short Term Extensions.

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

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.

If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Purchasing & General Services Department, which shall be clearly labeled "City Facilities and River Walk LED Holiday Lighting" 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 Purchasing & General Services Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

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

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

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

decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

City of San Antonio
Attn: Purchasing & General Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

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

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

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

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

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

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

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

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

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

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

Bid Bond

Contractor must submit a bid bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$5000.00. The Bid Bond shall be valid for 90 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.

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
- Attachment B – Sub Contractor Utilization Plan
- Attachment C – Solicitation Language
- Attachment D – Holiday Lighting Plan
- Attachment E – Tree Map
- Attachment F – Bridge Measurements
- Attachment G – Prevailing Wages

Local Business Participation.

At the City's sole discretion and option, City may inform local businesses or other governmental entities ("Entities") that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated in the bid, and shall be subject to Vendor's acceptance. Vendor must indicate whether Vendor wishes to extend its bid pricing to other Entities. Vendor's decision on whether to allow other Entities to use the bid shall not be a factor in awarding this IFB. If bidding electronically, upload a letter with your bid indicating whether you will extend your bid prices as explained herein. If submitting a paper bid, mark the signature page where indicated.

In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entities. Further, City shall not be considered and is not an agent, partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

Source of Funds – American Recovery & Reinvestment Act: Funds for this contract come in part from a grant made available through the American Recovery and Reinvestment Act of 2009 ("ARRA"). Contractor and any subcontractors, as subrecipients of ARRA funds, must comply with all terms, conditions and requirements of the Act as it currently exists and as they may be changed or supplemented during the term of this contract. Contractor and any subcontractors shall comply with all special provisions as specified in the Act and current and future Department of Energy guidance.

Buy American Requirements; Use of Domestic Iron, Steel, and Manufactured Goods: Pursuant to Section 1605 of the ARRA, none of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless all of the iron, steel, and manufactured goods used in the project are produced or manufactured in the United States. Production in the United States of the iron or steel used in the project requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. These requirements do not apply to iron or steel used as components or subcomponents of manufactured goods used in the project. There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in the project, as long as the

manufacturing occurs in the United States. Where American made products are unavailable, and can be documented as such, the City of San Antonio will seek a waiver from these requirements from the USDOE.

Job Creation and Retention: Pursuant to section 1512c of the ARRA, not later than 5 days after the end each calendar quarter, you must submit a report to the City that contains an estimate of the number of jobs created and the number of jobs retained as a result of your receiving ARRA funds pursuant to this contract. Include a brief description of the types of jobs created and jobs retained. This description may rely on job titles, broader labor categories, or your existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work. "Jobs created" means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the ARRA. This definition covers only prime contractor positions established in the United States and outlying areas. The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter. "Jobs retained" means an estimate of those previously existing filled positions that are retained as a result of funding by the ARRA. This definition covers only prime contractor positions established in the United States and outlying areas. The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Davis Bacon Act: Contractor and its subcontractors shall comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. § 3142); The Contract Work Hours & Safety Standards Act (40 U.S.C. § 3702); and The Copeland "Anti-Kickback" Act (18 U.S.C. § 874). Upon execution of this Agreement, the most recent wage provisions shall apply to all applicable activities.

Waste Stream Conditions: Contractor and/or City shall submit, as applicable, a waste management plan addressing waste generated by the proposed Project. This waste management plan will describe Contractor's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, etc.) generated as a result activities under the Project. Contractor shall regularly evidence compliance with their waste management plan by submitting copies of waste transport and disposal manifests.

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Invoicing and Payment.

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

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the

quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor Vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

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

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem

necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Bidder Information

Please Print or Type

Vendor ID No.

Signer's Name

Name of Business

Street Address

City, State, Zip Code

Email Address

Telephone No.

Fax No.

City's Solicitation No.

V1033376
Mark Metzger
Preferred Landscape & Lighting
6046 Old Camp Bullis Rd
San Antonio, TX 78257
mmetzger@PreferredLandscapeTX.com
210 657-7737, 210 831 0874
210 687 1502
6100000443


Signature of Person Authorized to Sign/Bid

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS



CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: **Annual Contract for Facilities and River Walk LED Holiday Lighting**

RESPONDENT NAME: Renaissance Industries, Inc. DBA Preferred Landscape

SOLICITATION API: **Small Business Enterprise (SBE) Subcontracting Program** \$ Lighting

API REQUIREMENTS: Respondents must demonstrate commitment to satisfy a four percent (4%) SBE subcontracting goal. In the absence of a waiver granted by the Small Business Office, failure of a Respondent to commit to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

Section 1. Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

Section 2. List ALL subcontractors / suppliers that will be utilized for the entire contract period, excluding possible extensions and renewals. Use additional sheets if necessary.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
SECTION 1. PRIME				
Name: <u>Renaissance Industries, Inc</u>	\$	<u>96</u> %	<u>SBE</u> #: <u>211038089</u>	<u>28556, 96246</u>
SECTION 2. SUBCONTRACTOR(s):				
1. Name: <u>Annett Marketing</u>	\$	<u>4</u> %	<u>SBE</u> #: _____	<u>28556</u>
2. Name: _____	\$	%	#: _____	
3. Name: _____	\$	%	#: _____	
4. Name: _____	\$	%	#: _____	
5. Name: _____	\$	%	#: _____	
6. Name: _____	\$	%	#: _____	
Total Prime Participation:	\$	%	#: _____	
Total Sub Participation:	\$	%	#: _____	
Total Prime & Sub Participation:	\$	%	#: _____	
Total Certified Sub Participation:	\$	%	#: _____	

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

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



SIGNATURE OF AUTHORIZED AGENT

Partner

TITLE

8-8-2011

DATE

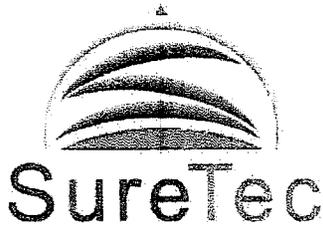
210 657 7737

PHONE

FOR CITY USE

Action Taken: Approved _____ Denied _____

DIRECTOR
INTERNATIONAL AND ECONOMIC DEVELOPMENT



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Renaissance Industries, Inc. dba Preferred Landscape & Lighting as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, TX 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto City of San Antonio as obligee, hereinafter called the Obligee, in the sum of Five Thousand Dollars and Zero Cents (\$5,000.00) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for River Walk LED Holiday Lighting – IFB No. 6100000443.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 5th day of August, 2011.

Renaissance Industries, Inc. dba Preferred Landscape & Lighting
(Principal)

BY: [Signature]
TITLE: Partner

SureTec Insurance Company

BY: [Signature]
Melody Baker, Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Melody Baker

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Renaissance Industries, Inc. dba Preferred Landscape & Lighting
Obligee: City of San Antonio
Amount: \$ 5,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (*Adopted at a meeting held on 20th of April, 1999.*)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

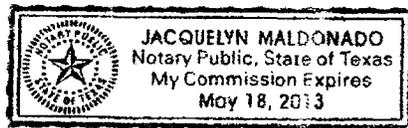
SURETEC INSURANCE COMPANY

By: 
John Knox Jr., President



State of Texas ss:
County of Harris

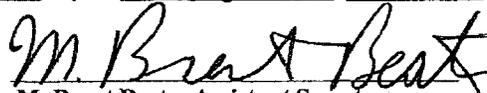
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5th day of August, 2011, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

<p style="text-align: center;">SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</p>
--

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

**Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

PRICE SCHEDULE
Section II: River Walk LED Lighting

ORIGINAL

ITEM 1	LED MINIBULB, Full Wave Rectified Strands, linear feet		
	Description	Estimated Annual Quantity	Per Linear Feet
	Manufacturer: <u>Christmas Lights Inc</u> Product No.: <u>14-950</u> Packaged: <u>24 per case</u> Delivery will be made within <u>45</u> days after receipt of order.	601,130 Linear Feet	\$.39
			Extended Price \$ 234,440.70

ITEM 2	LED MINI BULB INSTALLATION, Trees		
	Description	Estimated Annual Quantity	Net Unit Price
	Manufacturer: <u>n/a</u> Product No.: <u>n/a</u> Packaged: <u>n/a</u> Delivery will be made within <u> </u> days after receipt of order.	175 each	\$ 490
			Extended Price \$ 85,750

ITEM 3	LED MINI BULB INSTALLATION, Foot Bridges		
	Description	Estimated Annual Quantity	Net Unit Price
	Manufacturer: <u>n/a</u> Product No.: <u>n/a</u> Packaged: <u>n/a</u> Delivery will be made within <u> </u> days after receipt of order.	829 FT	\$ 1
			Extended Price \$ 829

ITEM 4	LED MINI BULB REMOVAL, Trees			
Description		Estimated Annual Quantity	Net Unit Price	Extended Price
Manufacturer: _____ n/a _____ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.		175 each	\$ 265	\$ 46,375

ITEM 5	LED MINI BULB REMOVAL, Foot Bridges			
Description		Estimated Annual Quantity	Net Unit Price	Extended Price
Manufacturer: _____ n/a _____ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.		829 FT	\$.5	\$ 414.50

ITEM 6	UPLIGHTING, Philips Color Kinetics ColorBlast Powercore Fixtures			
Description		Estimated Annual Quantity	Net Unit Price	Extended Price
Manufacturer: ___ Philips _____ Product No.: _123-000021-00_____ Packaged: _____ 1 per _____ Delivery will be made within _45____ days after receipt of order.		9 each	\$ 925	\$ 8325

ITEM 7	UPLIGHTING, Philips Color Kinetics ColorBurst Fixtures			
Description		Estimated Annual Quantity	Net Unit Price	Extended Price
Manufacturer: <u>Philips</u> Product No.: <u>123-000015-06</u> Packaged: <u>1</u> per _____ Delivery will be made within <u>45</u> days after receipt of order.		40 each	\$ 575	\$ 23,000

ITEM 8	UPLIGHTING, Philips Data Enabler Pro			
Description		Estimated Annual Quantity	Net Unit Price	Extended Price
Manufacturer: <u>Philips</u> Product No.: <u>106-000004-00</u> Packaged: <u>1</u> per _____ Delivery will be made within <u>45</u> days after receipt of order.		1 each	\$ 475	\$ 475

ITEM 9	UPLIGHTING INSTALLATION, Philips Color Kinetics ColorBlast Powercore Fixtures			
Description		Estimated Annual Quantity	Net Unit Price	Extended Price
Manufacturer: <u>n/a</u> Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.		49 each	\$ 300	\$ 14,700

ITEM 10	UPLIGHTING REMOVAL, Philips Color Kinetics ColorBlast Powercore Fixtures			
Description		Estimated Annual Quantity	Net Unit Price	Extended Price
Manufacturer: <u> n/a </u> Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.		49 each	\$ 150	\$ 7,350

ITEM 11	FLEXLIGHTING, Philips Color Kinetics iColor Flex LMX, Linear Feet			
Description		Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: <u> Philips </u> Product No.: <u> 101-000067-07 </u> Packaged: Required custom cut lengths _____ Delivery will be made within <u> 50 </u> days after receipt of order.		2,881 linear feet	\$ 18	\$ 51,858

ITEM 12	FLEXLIGHTING, Philips Color Kinetics iPlayer 3			
Description		Estimated Annual Quantity	Net Unit Price	Extended Price
Manufacturer: <u> Philips </u> Product No.: <u> 103-000019-00 </u> Packaged: <u> 1 </u> per _____ Delivery will be made within _____ days after receipt of order.		20 each	\$ 1,095	\$ 21,900

ITEM 13	FLEXLIGHTING, NEMA boxes, 24" square, 5" deep			
Description		Estimated Annual Quantity	Net Unit Price	Extended Price

Manufacturer: <u>Stafford</u> Product No.: <u>Nma 24x12x5</u> Packaged: <u>1 per</u> Delivery will be made within <u>30</u> days after receipt of order.	22 each	\$ 150	\$ 3,300
---	---------	--------	----------

ITEM 14	FLEXLIGHTING, NEMA boxes, 12" square, 5" deep		
Description	Estimated Annual Quantity	Net Unit Price	Extended Price
Manufacturer: <u>Stafford</u> Product No.: <u>Nma12x12x5</u> Packaged: <u>1 per</u> Delivery will be made within <u>30</u> days after receipt of order.	21 each	\$ 60	\$ 1,260

ITEM 15	FLEXLIGHTING, Philips DMX Power Supply		
Description	Estimated Annual Quantity	Net Unit Price	Extended Price
Manufacturer: <u>Philips</u> Product No.: <u>109-000016-01</u> Packaged: <u>1 per</u> Delivery will be made within <u>45</u> days after receipt of order.	51 each	\$ 189	\$ 9,639

ITEM 16	FLEXLIGHTING, Cat5e Data Line Cable, 300 foot rolls		
Description	Estimated Annual Quantity	Net Unit Price	Extended Price
Manufacturer: <u>Stafford</u> Product No.: <u>Cat5e</u> Packaged: <u>300</u> Delivery will be made within <u>35</u> days after receipt of order.	2 rolls	\$ 300	\$ 600

ITEM 17	FLEXLIGHTING, Color Kinetics Power Cable Black Leader, 25 foot sections		
----------------	--	--	--

Description	Estimated Annual Quantity	Net Unit Price	Extended Price
Manufacturer: <u>Philips</u> Product No.: <u>108-000045-00</u> Packaged: <u>1 per</u> Delivery will be made within <u>40</u> days after receipt of order.	6 each	\$ 78	\$ 468

ITEM 18	FLEXLIGHTING, Color Kinetics Power Cable Black Leader, 50 foot sections		
Description	Estimated Annual Quantity	Net Unit Price	Extended Price
Manufacturer: <u>Philips</u> Product No.: <u>108-000045-01</u> Packaged: <u>1 per</u> Delivery will be made within <u>40</u> days after receipt of order.	10 each	\$ 98	\$ 980

ITEM 19	FLEXLIGHTING, Color Kinetics Power Cable Black Leader, 100 foot sections		
Description	Estimated Annual Quantity	Net Unit Price	Extended Price
Manufacturer: <u>Philips</u> Product No.: <u>108-000045-02</u> Packaged: <u>1</u> Delivery will be made within <u>40</u> days after receipt of order.	15 each	\$ 160	\$ 2,400

ITEM 20	FLEXLIGHTING INSTALLATION, Bridges		
Description	Estimated Annual Quantity	Net Unit Price	Extended Price

PRICE SCHEDULE

ORIGINAL

Section I: Facilities LED Holiday Lighting

ITEM 1A	C-9 Warm White LED, Retrofit bulbs with E17 base, 120 v, linear feet		
Description	Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: <u>Christmas Lights Inc.</u> Product No.: <u>n/a</u> Packaged: <u>24 strands per</u> Delivery will be made within <u>60</u> days after receipt of order.	100-1,000 Linear Feet	\$ 1.5	\$150-1500

ITEM 1B	RENTAL C-9 Warm White LED, Retrofit bulbs with E17 base, 120 v, linear feet		
Description	Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: <u>Christmas Lights Inc.</u> Product No.: <u>c9LEDww</u> Packaged: <u>25 per</u> Delivery will be made within <u>60</u> days after receipt of order.	100-1,000 Linear Feet	\$.62	\$ 62-620

ITEM 2A	C-9 Warm White LED, Retrofit bulbs with E17 base, 120 v, linear feet		
Description	Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: <u>Christmas Lights Inc.</u> Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.	1001-5,000 Linear Feet	\$1.5	\$1501-7500

ITEM 2B	RENTAL C-9 Warm White LED, Retrofit bulbs with E17 base, 120 v, linear feet		
Description	Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: <u>Christmas Lights Inc.</u> Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.	1,001-5,000 Linear Feet	\$.62	\$620-3100

ITEM 3A	C-9 Warm White LED, Retrofit bulbs with E17 base, 120 v, linear feet		
Description	Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: ___ Christmas Lights Inc. ___ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.	5001- 10,000 Linear Feet	\$1.5	\$7500-15000

ITEM 3B	RENTAL C-9 Warm White LED, Retrofit bulbs with E17 base, 120 v, linear feet		
Description	Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: ___ Christmas Lights Inc. ___ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.	5,001- 10,000 Linear Feet	\$.62	\$3100-6200

ITEM 4A	C-9 Warm White LED, Retrofit bulbs with E17 base, 120 v, linear feet		
Description	Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: ___ Christmas Lights Inc. ___ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.	10,000- Plus Linear Feet	\$1.4	\$14,000+

ITEM 4B	RENTAL C-9 Warm White LED, Retrofit bulbs with E17 base, 120 v, linear feet		
Description	Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: ___ Christmas Lights Inc. ___ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.	10,000- Plus Linear Feet	\$.60	\$6,000 +

ITEM 5	INSTALLATION C-9 Warm White LED, Retrofit bulbs with E17 base, 120 v, linear feet		
Description		Estimated Annual Quantity	Per Linear Feet
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.		100-1,000 Linear Feet	\$2
			Extended Price
			\$200-2000

ITEM 6	INSTALLATION C-9 Warm White LED, Retrofit bulbs with E17 base, 120 v, linear feet		
Description		Estimated Annual Quantity	Per Linear Feet
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.		1001-5,000 Linear Feet	\$2
			Extended Price
			\$2002-10000

ITEM 7	INSTALLATION C-9 Warm White LED, Retrofit bulbs with E17 base, 120 v, linear feet		
Description		Estimated Annual Quantity	Per Linear Feet
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.		5,001- 10,000 Linear Feet	\$2
			Extended Price
			\$10002-20000

ITEM 8	INSTALLATION C-9 Warm White LED, Retrofit bulbs with E17 base, 120 v, linear feet		
Description		Estimated Annual Quantity	Per Linear Feet
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.		10,000- Plus Linear Feet	\$2
			Extended Price
			\$20000+

ITEM 9	Removal C-9 Warm White LED, Retrofit bulbs with E17 base, 120 v, linear feet		
Description	Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.	100-1,000 Linear Feet	\$1	\$100-1000

ITEM 10	REMOVAL C-9 Warm White LED, Retrofit bulbs with E17 base, 120 v, linear feet		
Description	Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.	1001-5,000 Linear Feet	\$1	\$1001-5000

ITEM 11	REMOVAL C-9 Warm White LED, Retrofit bulbs with E17 base, 120 v, linear feet		
Description	Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.	5,001- 10,000 Linear Feet	\$1	\$5001-10000

ITEM 12	REMOVAL C-9 Warm White LED, Retrofit bulbs with E17 base, 120 v, linear feet		
Description	Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.	10,000- Plus Linear Feet	\$1	\$10000+

ITEM 13A	LED MINIBULB, Full Wave Rectified Strands, linear feet		
Description		Estimated Annual Quantity	Per Linear Feet
Manufacturer: ___ Christmas Lights Inc. _____ Product No.: ___ 90-140 _____ Packaged: ___ 24 per case _____ Delivery will be made within ___ days after receipt of order.		1,000-5,000 Linear Feet	\$.39
			Extended Price
			\$ 390-1950

ITEM 13B	RENTAL LED MINIBULB, Full Wave Rectified Strands, linear feet		
Description		Estimated Annual Quantity	Per Linear Feet
Manufacturer: ___ Christmas Lights Inc. _____ Product No.: ___ 90-140 _____ Packaged: ___ 24 per case _____ Delivery will be made within ___ days after receipt of order.		1,000-5,000 Linear Feet	\$.15
			Extended Price
			\$ 150-750

ITEM 14A	LED MINIBULB, Full Wave Rectified Strands, linear feet		
Description		Estimated Annual Quantity	Per Linear Feet
Manufacturer: ___ Christmas Lights Inc. _____ Product No.: ___ 90-140 _____ Packaged: ___ 24 per case _____ Delivery will be made within ___ days after receipt of order.		5,000-10,000 Linear Feet	\$.39
			Extended Price
			\$1950-3900

ITEM 14B	RENTAL LED MINIBULB, Full Wave Rectified Strands, linear feet		
Description		Estimated Annual Quantity	Per Linear Feet
Manufacturer: ___ Christmas Lights Inc. _____ Product No.: ___ 90-140 _____ Packaged: ___ 24 per case _____ Delivery will be made within ___ days after receipt of order.		5,000-10,000 Linear Feet	\$.15
			Extended Price
			\$ 750 - 1500

ITEM 15A	LED MINIBULB, Full Wave Rectified Strands, linear feet		
Description	Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: ___ Christmas Lights Inc._____ Product No.: ___90-140_____ Packaged: ___24 per case_____ Delivery will be made within ___ days after receipt of order.	10,000- 20,000 Linear Feet	\$.39	\$ 3900-7800

ITEM 15B	RENTAL LED MINIBULB, Full Wave Rectified Strands, linear feet		
Description	Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: ___ Christmas Lights Inc._____ Product No.: ___90-140_____ Packaged: ___24 per case_____ Delivery will be made within ___ days after receipt of order.	10,000- 20,000 Linear Feet	\$.15	\$1500-3000

ITEM 16A	LED MINIBULB, Full Wave Rectified Strands, linear feet		
Description	Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: ___ Christmas Lights Inc._____ Product No.: ___90-140_____ Packaged: ___24 per case_____ Delivery will be made within ___ days after receipt of order.	20,000- 30,000 Linear Feet	\$.39	\$7800-11700

ITEM 16B	RENTAL LED MINIBULB, Full Wave Rectified Strands, linear feet		
Description	Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: ___ Christmas Lights Inc._____ Product No.: ___90-140_____ Packaged: ___24 per case_____ Delivery will be made within ___ days after receipt of order.	20,000- 30,000 Linear Feet	\$.15	\$3000-4500

ITEM 17A	LED MINIBULB, Full Wave Rectified Strands, linear feet			
Description		Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: <u>Christmas Lights Inc.</u> Product No.: <u>90-140</u> Packaged: <u>24 per case</u> Delivery will be made within _____ days after receipt of order.		30,000-50,000 Linear Feet	\$.39	\$11700-19500

ITEM 17B	RENTAL LED MINIBULB, Full Wave Rectified Strands, linear feet			
Description		Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: <u>Christmas Lights Inc.</u> Product No.: <u>90-140</u> Packaged: <u>24 per case</u> Delivery will be made within _____ days after receipt of order.		30,000-50,000 Linear Feet	\$.15	\$4500-7500

ITEM 18	INSTALLATION LED MINIBULB, Full Wave Rectified Strands, linear feet			
Description		Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.		1,000-5,000 Linear Feet	\$.18	\$ 180-900

ITEM 19	INSTALLATION LED MINIBULB, Full Wave Rectified Strands, linear feet			
Description		Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.		5,000-10,000 Linear Feet	\$.18	\$900-1800

ITEM 20	INSTALLATION LED MINIBULB, Full Wave Rectified Strands, linear feet			
Description		Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.		10,000- 20,000 Linear Feet	\$.18	\$1800-3600

ITEM 21	INSTALLATION LED MINIBULB, Full Wave Rectified Strands, linear feet			
Description		Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.		20,000- 30,000 Linear Feet	\$.18	\$3600-5400

ITEM 22	INSTALLATION LED MINIBULB, Full Wave Rectified Strands, linear feet			
Description		Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.		30,000-50,000 Linear Feet	\$.17	\$8100-13500

ITEM 23	REMOVAL LED MINIBULB, Full Wave Rectified Strands, linear feet			
Description		Estimated Annual Quantity	Per Linear Feet	Extended Price
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.		1,000-5,000 Linear Feet	\$.11	\$110-550

ITEM 24	REMOVAL LED MINIBULB, Full Wave Rectified Strands, linear feet		
Description		Estimated Annual Quantity	Per Linear Feet
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within ____ days after receipt of order.		5,000-10,000 Linear Feet	\$.11
			Extended Price
			\$550-1100

ITEM 25	REMOVAL LED MINIBULB, Full Wave Rectified Strands, linear feet		
Description		Estimated Annual Quantity	Net Unit Price
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within ____ days after receipt of order.		10,000- 20,000 Linear Feet	\$.11
			Extended Price
			\$1100-2200

ITEM 26	REMOVAL LED MINIBULB, Full Wave Rectified Strands, linear feet		
Description		Estimated Annual Quantity	Net Unit Price
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within ____ days after receipt of order.		20,000- 30,000 Linear Feet	\$.11
			Extended Price
			\$2200-3300

ITEM 27	REMOVAL LED MINIBULB, Full Wave Rectified Strands, linear feet		
Description		Estimated Annual Quantity	Net Unit Price
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within ____ days after receipt of order.		30,000-50,000 Linear Feet	\$.11
			Extended Price
			\$3300-5500

ITEM 28 INSTALLATION LED MINIBULB, trees			
Description	Estimated Annual Quantity	Net Unit Price	Extended Price
Manufacturer: <u> n/a </u> Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.	10 each	\$ 750	\$ 7500

ITEM 29 REMOVAL LED MINIBULB, trees			
Description	Estimated Annual Quantity	Net Unit Price	Extended Price
Manufacturer: _____ Product No.: _____ Packaged: _____ Delivery will be made within _____ days after receipt of order.	10 each	\$ 450	\$ 4500

**Annual Contract for Facilities and River Walk LED Holiday Lighting
Post GSC Instructions**

Solicitation Language

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. **[**NOTE:** The following provision shall only be added to the solicitation document {BUT NOT THE CONTRACT.} In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

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

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

B. SBEDA Program

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

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives.

(For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

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

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such "pass-through" or "conduit" functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

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

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business

Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

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

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

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

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

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

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

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

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

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

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

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

SBE Subcontracting Program – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified SBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein there have been ongoing disparities in the utilization of available SBE Subcontractors.

When specified by the GSC, the SBE Subcontracting Plan or Good Faith Efforts plan submitted by CONTRACTOR may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for SBE firms.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

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

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

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

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

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

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

D. SBEDA Program Compliance – General Provisions

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

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years, or as required by state law,

following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years, or as required by state law, following the final determination of litigation, whichever is later.

7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

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

SBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 7. (e), this contract is being awarded pursuant to the SBE Subcontracting Program. CONTRACTOR agrees to subcontract at least 4% of its prime contract value to certified SBE firms. The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified SBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE Subcontractor, and documentation including a description of each SBE Subcontractor's scope of work and confirmation of each SBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for SBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon SBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in CITY contracts, or

other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

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

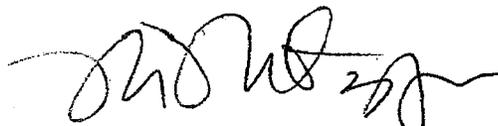
H. Violations, Sanctions and Penalties

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

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

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

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and


8-8-2011

5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

ANNUAL CONTRACT FOR LED HOLIDAY LIGHTING
Questions & Answers
as of July 29, 2011

Small Business Economic Development Advocacy (SBEDA) Program

Question SBEDA 1:

I am a certified SBE and will be responding as a Prime to this bid. Does my SBE status count towards the 4% SBE subcontracting goal?

Answer SBEDA 1:

*No, the SBE subcontracting goal is about subcontracting work to another firm and not self-performance by the Prime respondent. When an SBE subcontracting goal is required in a bid, the Prime respondent **must** subcontract to **another SBE eligible** firm, which in this case is **4%** of the total value of the contract. The certified SBE respondent's self-performance in the contract does not count towards the SBE subcontracting goal. If the Prime respondent is unable to identify firms available to count towards the SBE Subcontracting goal prior to the time of response, then a waiver from the SBE Subcontracting goal may be requested. If you have questions regarding the waiver process, please refer them to the SBEDA point of contact, Michael Sindon, at (210) 207-3957 or Michael.Sindon@sanantonio.gov. In the absence of a waiver granted by the SBO, the Prime respondent **will be disqualified** if they fail to satisfy the SBE Subcontracting goal at the time of response.*

Question SBEDA 2:

Where can I go for help in identifying eligible SBEs to count towards the 4% SBE subcontracting goal required in this bid?

Answer SBEDA 2:

Please contact Mr. Michael Sindon in the Small Business Office at (210)207-3957 for assistance in identifying eligible SBEs.

The South Central Texas Regional Certification Agency is the City of San Antonio's certifying agency of S/M/WBEs. An eligible SBE firm must currently be certified through the South Central Texas Regional Certification Agency and headquartered within the San Antonio Metropolitan Statistical Area or maintain an office within the San Antonio Metropolitan Statistical Area for at least one year from which 20% of its total employees are regularly based. Counties within the San Antonio Metropolitan Statistical Area include: Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson. An eligible SBE, as described, counts towards the four percent (4%) SBE Subcontracting goal.

2012

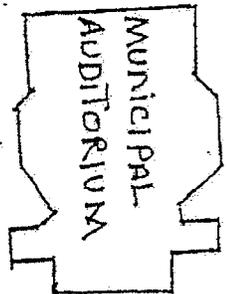
FOUR POINTS HOTEL
BLOCK 1



LEXINGTON

HAWTHORN HOTEL

40
20
30
40



RICHMOND

NEWS FOUR

NAVARRO

CONDOS

580
500
500
5A



ONE RIVERWALK PLACE

ST MARYS

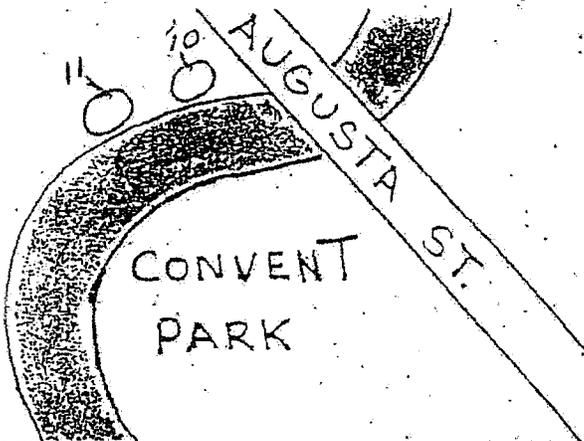


CLUB GIRAUD



SOUTH WEST CRAFT CENTER

CONDOS



CONVENT
PARK

AUGUSTA ST.

CONVENT ST.

MARTIN ST.

ADAM'S
MARK
HOTEL

13-14
100-15

PECAN ST.

WESTON CENTRE

MILAM
BUILDING

BLANCO
CAFE

16-18

TRAVIS ST.

19-20

21-23

SBCS

HOUSTON

ST MARY'S

MEXICAN MANHATTAN

30A 29 30B

27B 27C 27A 26 25 24

W M + D D

31A

32A

31B

33

34

35

DRURY

28A-3 palms 28B 28C 28D

HOLIDAY INN

HOUSTON ST

ST MARY'S

40

41

42A

42B

42C

43

44A

44B

CAFE

45

46

37A

36

38A

38B

37B

44C

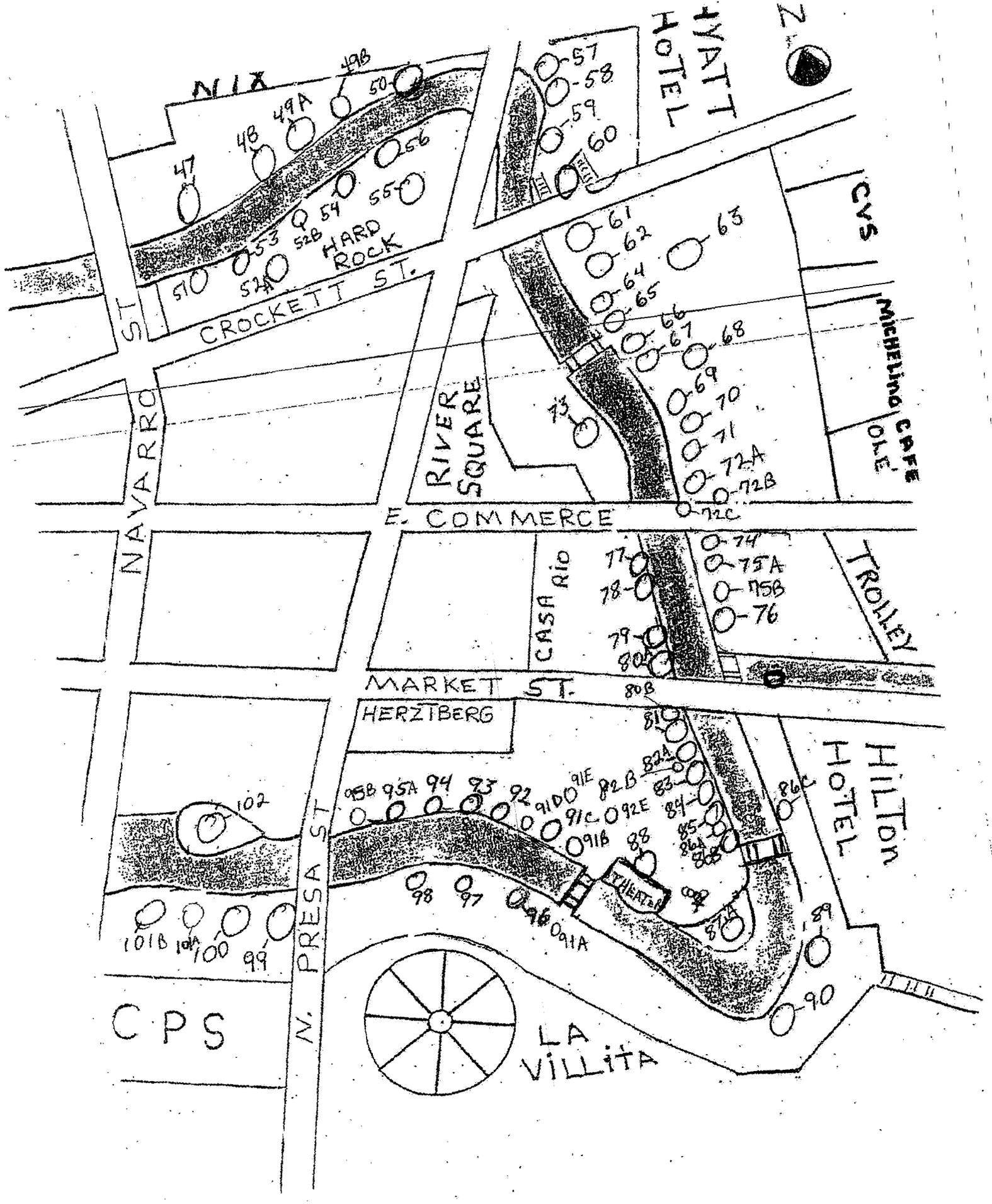
39

LA MANSION

ST Mary's church



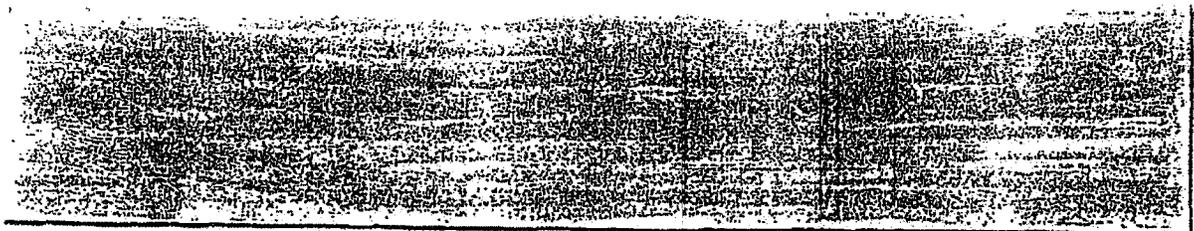
NAVARRO



115 116

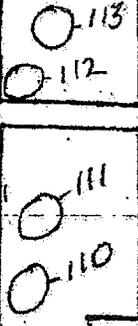
DRURY

MARKET ST.



GATE 4

INTERNATIONAL BUILDING



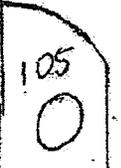
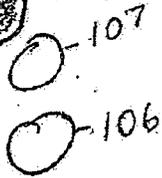
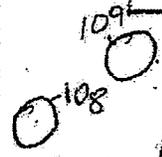
H110

GRANADA

ST. MARY'S

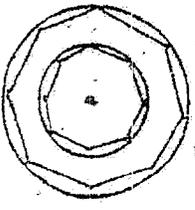
HOMEWOOD SUITES

WESTIN HOTEL



TOWER LIFE

C.P.S



NAVARRO ST

ALAMO ST.

ALAMO ST.

CHAMBER
OF
COMMERCE

RIVER CENTER

COMMERCE

HOWARD
PEAK



129

117
118A
118B

120
119

122

123

125

126

127

128

MARRIOTT
RIVER

132

131

130

129

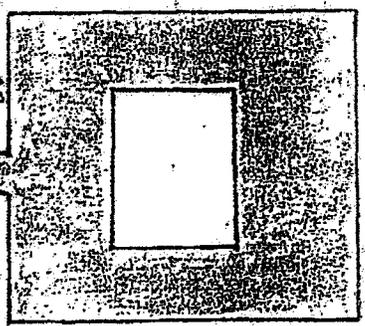
133

134

136

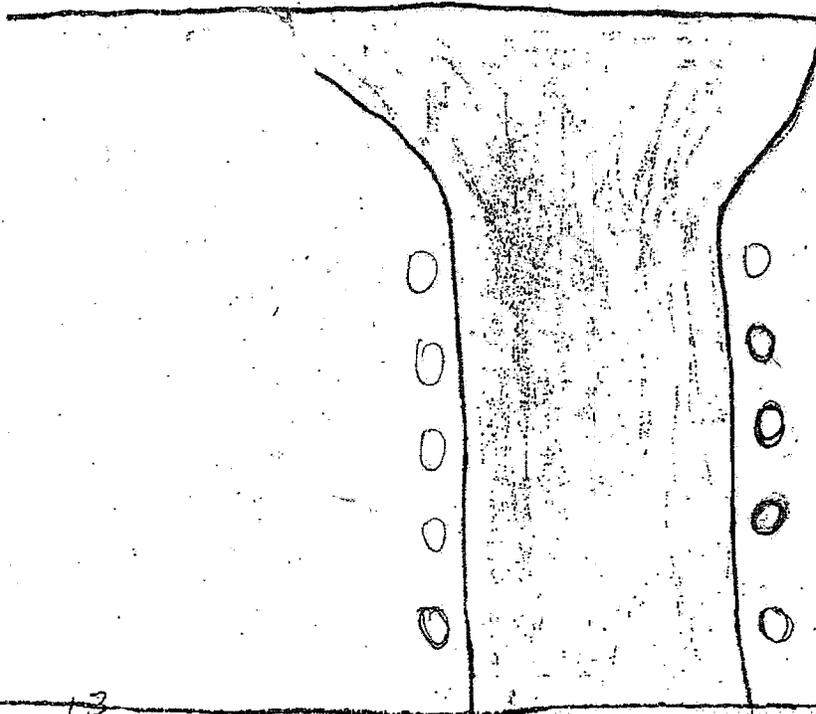
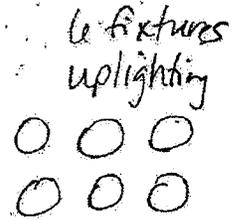
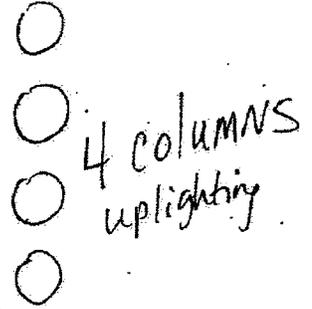
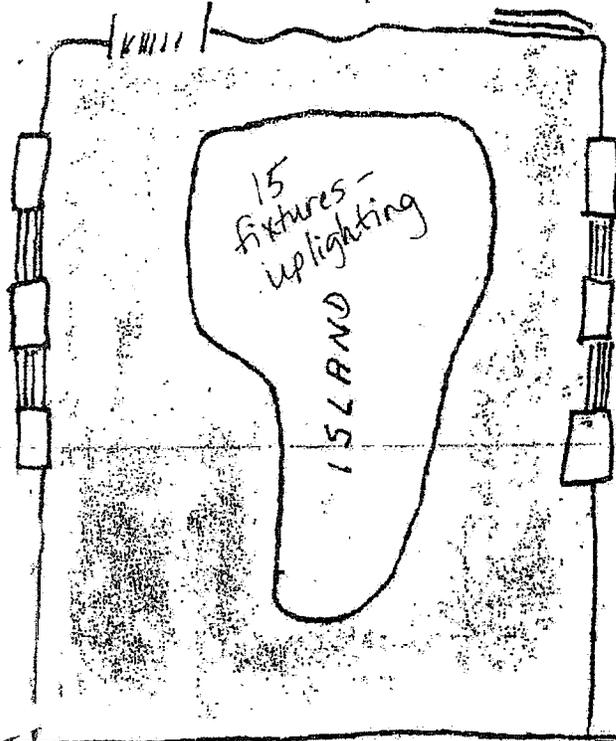
MARRIOTT
RIVERCENTER

137



3 columns

CONVENTION



10
Crepe Myrtles
with uplighting

13
2-10-22

11

DM [Signature] 8-8-2011



**River Walk Holiday Lighting
LED Flex Lighting Measurements**

Flex Lighting for Bridges

Bridge location	North	South	East	West	Total Feet
St. Mary's North			64	62	126
Navarro			58	58	116
Presa (East Side)			80		80
Presa (West Side)			77	85	162
Presa (La Villita)			88	82	170
Crockett	65	64			129
Commerce	37	81			118
Market	88	64			152
Houston	72	84			156
Pecan	86	80			166
Convent	71	71			142
Travis	86	87			173
Martin	101	86			187
Augusta	96	94			190
Richmond	77	70			147
Navarro (Main Channel)	71	74			145
Lexington	100	101			201
St. Mary's (Main Channel)	95	96			191
Dolorosa	65	65			130
Lighting Total					2,881

Orntz
8-8-2011

General Decision Number: TX100041 03/12/2010 TX41

Superseded General Decision Number: TX20080041

State: Texas

Construction Types: Heavy and Highway

Counties: Bell, Bexar, Brazos, Comal, Coryell, Guadalupe,
Hays, McLennan, Travis and Williamson Counties in Texas.

Heavy (excluding tunnels and dams) and Highway Construction
Projects (does not include building structures in rest area
projects). *NOT TO BE USED FOR WORK ON SEWAGE OR WATER
TREATMENT PLANTS OR LIFT/PUMP STATIONS IN BELL, CORYELL,
McLENNAN AND WILLIAMSON COUNTIES.

Modification Number	Publication Date
0	03/12/2010

EFFECTIVE 03/12/2010

SUTX2005-001 01/03/2005

	Rates	Fringes
Air Tool Operator.....	\$ 16.00	0.00
Asphalt Distributor Operator...	\$ 12.09	0.00
Asphalt paving machine operator	\$ 11.82	0.00
Asphalt Raker.....	\$ 9.96	0.00
Asphalt Shoveler.....	\$ 10.56	0.00
Broom or Sweeper Operator.....	\$ 9.74	0.00
Bulldozer operator	\$ 11.04	0.00
Carpenter.....	\$ 12.25	0.00
Concrete Finisher, Paving.....	\$ 10.53	0.00
Concrete Finisher, Structures..	\$ 10.95	0.00
Concrete Paving Curbing Machine Operator.....	\$ 14.00	0.00
Concrete Paving Finishing Machine Operator.....	\$ 12.00	0.00
Concrete Rubber.....	\$ 10.88	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator.....	\$ 13.66	0.00
Electrician.....	\$ 24.11	0.00
Flagger.....	\$ 9.49	0.00
Form Builder/Setter, Structures	\$ 10.88	0.00
Form Setter, Paving & Curb.....	\$ 9.89	0.00
Foundation Drill Operator, Truck Mounted.....	\$ 15.00	0.00
Front End Loader Operator.....	\$ 11.36	0.00
Laborer, common.....	\$ 9.34	0.00
Laborer, Utility.....	\$ 10.12	0.00
Mechanic.....	\$ 14.74	0.00
Mixer operator, Concrete Paving	\$ 15.25	0.00
Mixer operator.....	\$ 10.83	0.00
Motor Grader Operator, Fine Grade.....	\$ 15.26	0.00
Motor Grader Operator, Rough...	\$ 12.96	0.00
Oiler.....	\$ 14.71	0.00
Painter, Structures.....	\$ 11.00	0.00
Pavement Marking Machine Operator.....	\$ 11.52	0.00
Pipelayer.....	\$ 10.49	0.00
Planer Operator.....	\$ 17.45	0.00
Reinforcing Steel Setter, Paving.....	\$ 15.50	0.00

Reinforcing Steel Setter, Structure.....	\$ 14.00	0.00
Roller Operator, Pneumatic, Self-Propelled.....	\$ 9.34	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping.....	\$ 9.60	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement.....	\$ 10.24	0.00
Scraper Operator.....	\$ 9.93	0.00
Servicer.....	\$ 11.41	0.00
Sign Installer (PGM).....	\$ 14.85	0.00
Slip Form Machine Operator.....	\$ 15.17	0.00
Spreader Box operator.....	\$ 10.39	0.00
Structural Steel Worker.....	\$ 13.41	0.00
Tractor operator, Crawler Type.	\$ 11.10	0.00
Traveling Mixer Operator.....	\$ 10.04	0.00
Trenching machine operator, Heavy.....	\$ 14.22	0.00
Truck Driver Tandem Axle Semi- Trailer.....	\$ 10.95	0.00
Truck driver, lowboy-Float.....	\$ 15.30	0.00
Truck driver, Single Axle, Heavy.....	\$ 11.88	0.00
Truck driver, Single Axle, Light.....	\$ 9.98	0.00
Wagon Drill, Boring Machine, Post Hole Driller Operator.....	\$ 14.65	0.00
Welder.....	\$ 14.26	0.00
Work Zone Barricade Servicer...	\$ 11.15	0.00

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

 8-82011

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

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

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

==

END OF GENERAL DECISION

LED Holiday Lighting Plan for San Antonio River Walk

Tree Number	Branch Description	Light Layout
1	Live Oak	Up Light - 2 iW Color Burst Power Core
2	Live Oak	Up Light - 2 iW Color Burst Power Core
3	Live Oak	Up Light - 2 iW Color Burst Power Core
4	Live Oak	Up Light - 2 iW Color Burst Power Core
5A		Wrap 30' up
5B		Wrap 30' up
5C		Wrap 30' up
5D		Wrap 30' up
6		Wrap 30' up
7		Wrap 30' up
8		Wrap 30' up
9		Wrap 30' up
10		Wrap 30' up
11		Wrap 30' up
12		Wrap 30' up
13		Wrap 30' up
14		Wrap 30' up
15		Wrap 30' up
16		Wrap 30' up
17		Wrap 30' up
18		Wrap 30' up
19		Wrap 30' up
20		Wrap 30' up
21		Wrap 30' up
22		Wrap 30' up
23		Wrap 30' up
24		Wrap 30' up
25		Wrap 30' up
26		Wrap 30' up
27A		Wrap 30' up
27B	Pecan	Wrap the entire tree
27C	Palm	Wrap 80' up
28A	3 Palms	Wrap 25' up
28B		Wrap 30' up
28C		Wrap 30' up
28D		Wrap 30' up
28E		Wrap 30' up
29		Wrap 30' up
30A		Wrap 30' up
30B		Wrap 30' up
31B	Magnolia	Wrap the entire tree
31A	Geronimo Tree	6 color blasts
32	4 med branches	Wrap 30' up
33	No branches	Wrap 30' up
34	1 med branch	Wrap 30' up
35	Fork	Wrap 30' up
36	Live Oak	Geometric Design

LED Holiday Lighting Plan for San Antonio River Walk

Tree Number	Branch Description	Light Layout
37A	Live Oak	Geometric Design
37B	3 large branches	Wrap 30' up
38A	Live Oak	Geometric Design
38B	20 small branches	Wrap 30' up
39	8 med branches	Wrap 30' up
40	6 med branches	Wrap 30' up
41	12 med branches	Wrap 30' up
42A	4 med branches	Wrap 30' up
42B	2 med branches	Wrap 30' up
42C	Fork	Wrap 30' up
43	4 med branches	Wrap 30' up
44A	8 med branches	Wrap 30' up
44B	Crepe Myrtle	Up Light - 2 iW Color Burst Power Core
44C	Crepe Myrtle	Up Light - 2 iW Color Burst Power Core
45	Fork, 15 med branches	Wrap 30' up
46	20 small branches	Wrap 30' up
47	20 small branches	Wrap 30' up
48	3 large branches	Wrap 30' up
49A	2 med branches	Wrap 30' up
49B	Magnolia	Wrap the entire Tree
50	Crepe Myrtle	No Electricity
51	20 small branches	Wrap 30' up
52A	20 small branches	Wrap 30' up
52B	20 small branches	Wrap 30' up
53	20 small branches	Wrap 30' up
54	20 small branches	Wrap 30' up
55	20 small branches	Wrap 30' up
56	20 small branches	Wrap 30' up
57	12 med branches	Wrap 30' up
58A	20 small branches	Wrap 30' up
58B	Palms	Wrap 12' up
59	12 small branches	Wrap 30' up
60	12 med branches	Wrap 30' up
61	Magnolia	Wrap 30' up
62	10 s, m, L branches	Wrap 30' up
63	12 m, L branches	Wrap 30' up
64	Magnolia w/ fork	Wrap 30' up
65	6 med branches	Wrap 30' up
66	5 med branches	Wrap 30' up
67	10 large branches	Wrap 30' up
68	10 med branches	Wrap 30' up
69	No branches	Wrap 30' up
70	Fork, 4 large branches	Wrap 30' up
71	6 large branches	Wrap 30' up
72A	10 large branches	Wrap 30' up
72B	5 med branches	Wrap 30' up
72C		No Electricity
73	Magnolia w/ fork	Wrap 30' up
74	2 large branches	Wrap 30' up
75A	5 med branches	Wrap 30' up

LED Holiday Lighting Plan for San Antonio River Walk

Tree Number	Branch Description	Light Layout
75B	Palms	Wrap 30' up
76	4 med branches	Wrap 30' up
77	No branches	Wrap 30' up
78	No branches	Wrap 30' up
79	Fork	Wrap 30' up
80A	4 large branches	Wrap 30' up
80B	Palm	Wrap 30' up
81	10 small branches	Wrap 30' up
82A	6 large branches	Wrap 30' up
82B	Palms	Wrap 10' up
83	5 large branches	Wrap 30' up
84	5 med branches	Wrap 30' up
85	7 med branches	Wrap 30' up
86A	10 large branches	Wrap 30' up
86B	Magnolia w/ fork	Wrap the entire Tree
86C	Palms	Wrap 2 @ 12' & 5 @ 24'
87A	4 large branches	Wrap 30' up
87B	4 Palms	Wrap 2 @ 30' up & 2 @ 60' up
88	8 med, L branches	Wrap 30' up
89	15 med branches	Wrap 30' up
90	6 large branches	Wrap 30' up
91A	Magnolia	Wrap the entire Tree
91B	Magnolia	Wrap the entire Tree
91C	Live Oak	wrap 20' up
91D	10 large branches	Wrap 30' up
91E	Palm	Wrap 80' up
92	10 small branches	Wrap 30' up
93	4 small branches	Wrap 30' up
94	7 med branches	Wrap 30' up
95A	7 med branches	Wrap 30' up
95B	n/a	
96	7 med, L branches	Wrap 30' up
97	10 s, m, L branches	Wrap 30' up
98	8 med, 2 L branches	Wrap 30' up
99	6 m, 6 L branches	Wrap 30' up
100	12 med branches	Wrap 30' up
101A	6 m, 6 L branches	Wrap 30' up
101B	6 m, 6 L branches	Wrap 30' up
102	15 m, 3 L branches	Wrap 30' up
103		Wrap 30' up
104		Wrap 30' up
105		Wrap 30' up
106		Wrap 30' up
107		Wrap 30' up
108		Wrap 30' up
109		Wrap 30' up
110		Wrap 30' up
111		Wrap 30' up
112		Wrap 30' up
113		Wrap 30' up

Handwritten signature 8-8-2011

LED Holiday Lighting Plan for San Antonio River Walk

Tree Number	Branch Description	Light Layout
114		Wrap 30' up
115		Wrap 30' up
116		Wrap 30' up
117		Wrap 30' up
118A		Wrap 30' up
118B		Wrap 30' up
119		Wrap 30' up
120		Wrap 30' up
121		Wrap 30' up
122		Wrap 30' up
123		Wrap 30' up
124		Wrap 30' up
125		Wrap 30' up
126		Wrap 30' up
127		Wrap 30' up
128		Geometric Design
129		Geometric Design
130		Geometric Design
131		Wrap 30' up
132		Wrap 30' up
133		Wrap 30' up
134		Wrap 30' up
135		Wrap 30' up
136		Wrap 30' up
137		Wrap 30' up
138		Wrap 30' up
139		Wrap 30' up