

AN ORDINANCE 2014-02-13-0080

ACCEPTING THE BID FROM MALDONADO NURSERY & LANDSCAPE, INC. FOR MOWING OF RIGHT OF WAYS, MEDIANS & BUYOUT PROPERTIES FOR AN ESTIMATED ANNUAL COST OF \$600,000.00.

* * * * *

WHEREAS, a bid was submitted to provide the City of San Antonio with mowing of right of way, medians & flood buyout properties; and

WHEREAS, the low bid was submitted by Maldonado Nursery & Landscape, Inc. for an estimated annual cost of \$600,000.00; **NOW THEREFORE:**

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

SECTION 1. The bid submitted by Maldonado Nursery & Landscape, Inc. to provide the City with mowing of right of way, medians & flood buyout properties for an estimated annual cost of \$600,000.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Attached hereto and incorporated herein for all purposes as **Exhibit I** are the bid tabulation sheet and bid.

SECTION 2. Funding for this ordinance in the estimated annual amount of \$600,000.00 is available as part of the Fiscal Year 2014 Budget. Future funding through the term of this contract is contingent upon City Council approval of subsequent years. Payment not to exceed the budgeted amount is authorized to Maldonado Nursery & Landscape, Inc. and should be encumbered with a purchase order.

SECTION 3. 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 13th day of February, 2014.


M A Y O R
Julián Castro

ATTEST:

APPROVED AS TO FORM:


Leticia M. Vacek, City Clerk


Robert F. Greenblum, City Attorney

Agenda Item:	4
Date:	02/13/2014
Time:	09:29:20 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bid from Maldonado Nursery & Landscape, Inc. for mowing of Right of Ways, Medians & Buyout Properties for an estimated annual cost of \$600,000.00. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
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				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x			x	
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

City of San Antonio Bid Tabulation

EXHIBIT I

Opened: December 20, 2013				Maldonado Nursery & Landscape, Inc.	Cantu Contracting, Inc.	CTX Cleaning Service	LaMed Facility Maintenance
For: Mowing of ROW, Medians & Flood Buyout Properties		JF		16348 Nacogoches Road San Antonio, TX 78247 (210) 559-4935	3396 Rabel Road San Antonio, TX 78221	10707 IH 35 Austin, TX 78753	101815 Guddale Street San Antonio, TX 78216
Item	Description	Estimated Annual Quantity					
1	Northeast Quadrant: Maintenance Service					No Bid	
1a	Right of Way	432.77					
	Price per acre		\$45.47	\$45.00			\$389.00
	Price per cycle		\$19,678.05	\$19,474.65			\$168,347.53
	Price total (6 cycles)		\$118,068.31	\$116,847.90			\$1,010,085.18
1b	Medians	48.44					
	Price per acre		\$38.00	\$45.00			\$389.00
	Price per cycle		\$1,840.72	\$2,179.80			\$18,843.16
	Price total (24 cycles)		\$44,177.28	\$52,315.20			\$452,235.84
1c	Buyouts	7.63					
	Price per acre		\$39.50	\$45.00			\$389.00
	Price per cycle		\$301.39	\$343.35			\$2,968.07
	Price total (9 cycles)		\$2,712.47	\$3,090.15			\$26,712.63
	Item 1: Subtotal		\$164,958.06	\$172,253.25			\$1,489,033.65
1.1	Public Works Customer Response Services					No Bid	
1.1a	Visual Obstruction-Mowing of overgrown vegetation						
	Price per acre	1.00	\$60.00	\$55.00			\$375.00
	Extended Price		\$60.00	\$55.00			\$375.00
1.1b	Visual Obstruction-Cut and removal of tree limbs						
	Price per request	1.00	\$250.00	\$200.00			\$375.00
	Extended Price		\$250.00	\$200.00			\$375.00
1.1c	Removal of Obstruction-Trash/Debris in ROW/medians						
	Price per acre	1.00	\$60.00	\$200.00			\$375.00
	Extended Price		\$60.00	\$200.00			\$375.00
1.1d	Removal of Obstruction-Removal of fallen tree limbs						
	Price per request	1.00	\$250.00	\$275.00			\$375.00
	Extended Price		\$250.00	\$275.00			\$375.00
	Item 1.1 Subtotal:		\$620.00	\$730.00			\$1,500.00
	Item 1 Total:		\$165,578.06	\$172,983.25			\$1,490,533.65
2	Northwest Quadrant: Maintenance Service					No Bid	
2a	Right of Way	151.02					
	Price per acre		\$45.47	\$45.00			\$389.00
	Price per cycle		\$6,866.88	\$6,795.90			\$58,746.78
	Price total (6 cycles)		\$41,201.28	\$40,775.40			\$352,480.68
2b	Medians	61.42					
	Price per acre		\$38.00	\$45.00			\$389.00
	Price per cycle		\$2,333.96	\$2,763.90			23,892.38
	Price total (24 cycles)		\$56,015.04	\$66,333.60			\$573,417.12
2c	Buyouts	52.39					
	Price per acre		\$39.50	\$45.00			\$389.00
	Price per cycle		\$2,069.41	\$2,357.55			20,379.71
	Price total (9 cycles)		\$18,624.65	\$21,217.95			\$183,417.39
	Item 2: Subtotal		\$115,840.96	\$128,326.95			\$1,109,315.19
2.1	Public Works Customer Response Services					No Bid	
2.1a	Visual Obstruction-Mowing of overgrown vegetation						
	Price per acre	1.00	\$60.00	\$55.00			\$375.00
	Extended Price		\$60.00	\$55.00			\$375.00
2.1b	Visual Obstruction-Cut and removal of tree limbs						
	Price per request	1.00	\$250.00	\$200.00			\$375.00
	Extended Price		\$250.00	\$200.00			\$375.00
2.1c	Removal of Obstruction-Trash/Debris in ROW/medians						
	Price per acre	1.00	\$60.00	\$200.00			\$375.00
	Extended Price		\$60.00	\$200.00			\$375.00
2.1d	Removal of Obstruction-Removal of fallen tree limbs						
	Price per request	1.00	\$250.00	\$275.00			\$375.00
	Extended Price		\$250.00	\$275.00			\$375.00
	Item 2.1: Subtotal		\$620.00	\$730.00			\$1,500.00
	Item 2 Total:		\$116,460.96	\$129,056.95			\$1,110,815.19

City of San Antonio Bid Tabulation

Opened: December 20, 2013		For: Mowing of ROW, Medians & Flood Buyout Properties		Maldonado Nursery & Landscape, Inc. 16348 Nacogoches Road San Antonio, TX 78247 (210) 559-4935	Cantu Contracting, Inc. 3396 Rabel Road San Antonio, TX 78221	CTX Cleaning Service 10707 IH 35 Austin, TX 78753	LaMed Facility Maintenance 101815 Gulfdale Street San Antonio, TX 78216
Item	Description	JF Estimated Annual Quantity					
3	Southeast Quadrant: Maintenance Service					No Bid	
3a	Right of Way	286.44					
	Price per acre		\$45.47		\$45.00		\$389.00
	Price per cycle		\$13,024.43		\$12,889.80		\$111,425.16
	Price total (6 cycles)		\$78,146.56		\$77,338.80		\$668,550.96
3b	Medians	16.20					
	Price per acre		\$38.00		\$45.00		\$389.00
	Price per cycle		\$615.60		\$729.00		6,301.80
	Price total (24 cycles)		\$14,774.40		\$17,496.00		\$151,243.20
3c	Buyouts	34.50					
	Price per acre		\$39.50		\$45.00		\$389.00
	Price per cycle		\$1,362.75		\$1,552.50		13,420.50
	Price total (9 cycles)		\$12,264.75		\$13,972.50		\$120,784.50
	Item 3: Subtotal		\$105,185.71		\$108,807.30		\$940,578.66
3.1	Public Works Customer Response Services					No Bid	
3.1a	Visual Obstruction-Mowing of overgrown vegetation	1.00					
	Price per acre		\$60.00		\$55.00		\$375.00
	Extended Price		\$60.00		\$55.00		\$375.00
3.1b	Visual Obstruction-Cut and removal of tree limbs	1.00					
	Price per request		\$250.00		\$200.00		\$375.00
	Extended Price		\$250.00		\$200.00		\$375.00
3.1c	Removal of Obstruction-Trash/Debris in ROW/medians	1.00					
	Price per acre		\$60.00		\$200.00		\$375.00
	Extended Price		\$60.00		\$200.00		\$375.00
3.1d	Removal of Obstruction-Removal of fallen tree limbs	1.00					
	Price per request		\$250.00		\$275.00		\$375.00
	Extended Price		\$250.00		\$275.00		\$375.00
	Item 3.1: Subtotal		\$620.00		\$730.00		\$1,500.00
	Item 3 Total:		\$105,805.71		\$109,537.30		\$942,078.66
4	Southwest Quadrant: Maintenance Service					No Bid	
3a	Right of Way	324.18					
	Price per acre		\$45.47		\$45.00		\$389.00
	Price per cycle		\$14,740.46		\$14,588.10		\$126,106.02
	Price total (6 cycles)		\$88,442.79		\$87,528.60		\$756,636.12
3b	Medians	65.29					
	Price per acre		\$38.00		\$45.00		\$389.00
	Price per cycle		\$2,481.02		\$2,938.05		25,397.81
	Price total (24 cycles)		\$59,544.48		\$70,513.20		\$609,547.44
3c	Buyouts	16.88					
	Price per acre		\$39.50		\$45.00		\$389.00
	Price per cycle		\$666.76		\$759.60		6,566.32
	Price total (9 cycles)		\$6,000.84		\$6,836.40		\$59,096.88
	Item 4: Subtotal		\$153,988.11		\$164,878.20		\$1,425,280.44
4.1	Public Works Customer Response Services					No Bid	
4.1a	Visual Obstruction-Mowing of overgrown vegetation	1.00					
	Price per acre		\$60.00		\$55.00		\$375.00
	Extended Price		\$60.00		\$55.00		\$375.00
4.1b	Visual Obstruction-Cut and removal of tree limbs	1.00					
	Price per request		\$250.00		\$200.00		\$375.00
	Extended Price		\$250.00		\$200.00		\$375.00
4.1c	Removal of Obstruction-Trash/Debris in ROW/medians	1.00					
	Price per acre		\$60.00		\$200.00		\$375.00
	Extended Price		\$60.00		\$200.00		\$375.00
4.1d	Removal of Obstruction-Removal of fallen tree limbs	1.00					
	Price per request		\$250.00		\$275.00		\$375.00
	Extended Price		\$250.00		\$275.00		\$375.00
	Item 4.1: Subtotal		\$620.00		\$730.00		\$1,500.00
	Item 4 Total:		\$154,608.11		\$165,608.20		\$1,426,780.44
	Payment Terms		Net 30		Net 30		Net 30
	Estimated Annual Total		\$542,452.84		\$577,185.70	\$0.00	\$4,970,207.94
	Estimated Annual Award		\$542,452.84				



ORIGINAL

City of San Antonio

ADDENDUM II

SUBJECT: Annual Contract for Mowing of ROW, Medians and Buyout Properties, Formal Invitation for Bid, (IFB 6100003741), Scheduled to Open: December 20, 2013; Date of Issue: December 2, 2013

FROM: Paul J. Calapa, Procurement Administrator

DATE: December 17, 2013

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

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

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, Restrictions on Communication:

The City's official response to questions asked is as follows:

Question 1: I have looked at the properties and with respect to the buyouts, are we going to be responsible for any illegal dumping?

Response: The illegal dumping is part of the contract. Please refer to:

4.4 Public Works Customer Service Request:

City residents will occasionally contact the City to request specific services be performed at a particular location, typically in response to an unforeseen incident. City will notify Contractor in writing of such requests for service. Contractor shall respond to these requests and complete the required service in accordance with the timeframe indicated below or as otherwise required by City. Customer Service Requests and required response/completion times:

Vegetation - Visual Obstruction (7 days)
Mowing of *overgrown grass in the right of way/medians*
Cut and/or removal of Tree limbs too low/ traffic hazard

Removal of obstruction (48 hrs)

Trash/debris in right of way/medians
Fallen tree limbs
Dead trees

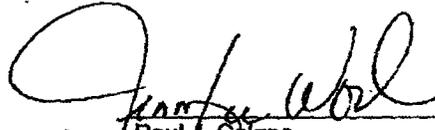
Public Works will call vendor when illegal dumping needs to be removed.

Question 2: Sir, there are many trees in the Leon creek buy out area especially that require trimming, removal from power lines or removal all together. Will these issues be addressed before the contract is awarded or will this be the responsibility of the contractor?

Response: Our primary concern is the trees impact to the right of way or safety. If trees are touching power lines, CPS energy will be contacted by Public Works.

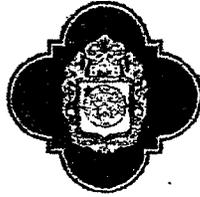
Question 3: Is the edging on the curb lines, (For Example) the Martinez creek area, acceptable work to the inspector and COSA?

Response: Contractor shall perform all work in accordance to specifications and all work performed by vendor will be evaluated using the Inspection Form. Please refer to Attachment B on solicitation.



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/jf



City of San Antonio

ADDENDUM I

A handwritten signature in black ink, appearing to read "Paul J. Calapa".

SUBJECT: Annual Contract for Mowing of ROW, Medians and Buyout Properties, Formal Invitation for Bid, (IFB 6100003741), Scheduled to Open: December 20, 2013; Date of Issue: December 2, 2013

FROM: Paul J. Calapa, Procurement Administrator

DATE: December 13, 2013

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

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

1. Section 004 – Specifications / Scope of Services, 4.2 Description of Work to be performed; add:

4.2.9 "During our growing months, March – July, our medians tend to sprout wildflowers. We are asked by the community to let the wildflowers grow. Bluebonnets, Indian paintbrushes, Mexican hat, Indian blanket, Black eyed Susan, Flowering dogwood, Pink Evening primrose, Texas Dandelion, Drummonds Phlox are some examples of common Texas Wildflowers. In the event you encounter wildflowers during the time of growing the mow will need to happen around the wildflowers until such time they die and then the entire area can be mowed".

2. Section 005 – Supplemental Terms & Conditions, Incorporation of Attachments; add:

- Attachment N – Mowing Locations Examples (Attached as a separate document)
- Attachment O – Good Faith Effort Tips Sheet (Attached as a separate document)
- Attachment P – SBEDA Pre-Submittal Presentation (Attached as a separate document)
- Attachment Q – Addendum I (Attached as a separate document)

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

On December 6, 2013, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Annual Contract for Mowing of ROW, Medians and Buyout Properties. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

Question 1: For overhanging trees, is there a diameter requirement over walkways?

Response: Trees impacting the public right of way i.e. streets will need to maintain a minimum 14' canopy as per the Unified Development Code (UDC).

Question 2: Will one contract be awarded or multiple contracts?

Response: Please refer to section 003 Instruction for Bidder.

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.

Question 3: The bid states award will be based on an evaluation and points, will equipment, etc. be evaluated or just price?

Response: Please refer to section 003 Instruction for Bidder:

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.

Question 4: Does City schedule rain days due to the \$365/day/site liquidated damages requirement?

Response: The City will be in continuous communication with the contractor. Should the contractor encounter a situation where they are unable to work due to unforeseen conditions the City will work with them to update the schedules to accommodate both the City and contractors needs.

Question 5: Where is this picture?

Response: Pictures provided to vendors during pre-submittal have been included on the solicitation as Attachment N.

Question 5: Will inspection report forms be done on each site?

Response: Inspections will be completed by Public Works at random.

Question 6: Attachment A lists a price for medians, example 1/10th of acre. Contractor will have to make many multiple stops.

Response: Please refer to section 003 Instruction for Bidder

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.

Question 7: Are there areas that will need a PW Supervisor chaperone for access?

Response: No. All areas are publicly accessible. A supervisor will be available for consultation if needed.

Question 8: Is signage required – Mowers Ahead?

Response: Please refer to section 004 Specifications / Scope of Services:

4.10 Safety of Work Crew:

b. Contractor shall be responsible for furnishing all signs and traffic controls in accordance with the Texas Manual on Uniform Traffic Control Devices, and make adjustments as required by the Public Works Department.

c. All signs shall be mounted on their own stands, not less than 3 feet from the bottom of the sign to the natural ground line. Each sign shall have two brightly colored safety flags attached to it. It will not be permissible to hang or lean these signs. The signs shall be erected in such a manner that they will not obstruct the traveling public view of the normal roadway signage.

Question 9: How do they portray in their bid that a SBEDA subcontractor is in the process of certifying?

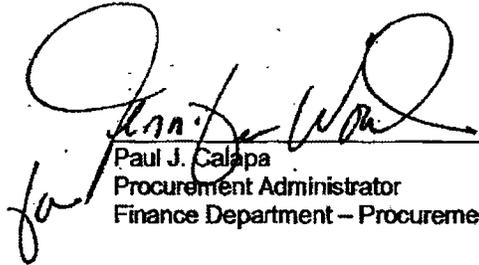
Response: In order to count toward the M/WBE Subcontracting goal, respective subcontractors must be certified as SBE and M/WBE (AABE/ABE/HABE/NABE/WBE) from the South Central Texas Regional Certification Agency (SCTRCA) at the time of submittal, and the respective certification information must be provided in the Subcontractor/Supplier Utilization Form.

SBEDA staff can assist with priority certification while solicitation is open but this does not guarantee certification by solicitation close date.

For additional information, contact Edson Zavala at 210-207-3962 or Edson.Zavala@sanantonio.gov

Question 10: Can you provide me with the bid tabulation for this contract from the last time it went out for bid?

Response: This is a new solicitation. Mowing services were previously performed by City Staff.


Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/jf



THE GUARANTEE COMPANY OF NORTH AMERICA USA
 Southfield, Michigan
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

John W. Schuler, Lanny W. Land, Tom Mulanax, Stephen Smith, Thomas X. Brewka, Walter E. Benson, Jr.
Time Insurance Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
 County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
 Notary Public, State of Michigan
 County of Oakland
 My Commission Expires February 27, 2018
 Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 17th day of December, 2013

Randall Musselman

Randall Musselman, Secretary



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100003741

ANNUAL CONTRACT FOR MOWING OF ROW, MEDIANS AND BUYOUT PROPERTIES

Date Issued: DECEMBER 2, 2013

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM DECEMBER 20, 2013

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

ORIGINAL

Address for hard copy responses:

Physical Address:
City Clerk's Office
100 Military Plaza
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

A/C FOR MOWING OF ROW, MEDIANS AND OTHER PROPERTY

Bid Due Date: 2:00 p.m., DECEMBER 20, 2013

Bid No.: 6100003741

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 * YES

* If YES, the Pre-Submittal conference will be held on DECEMBER 6, 2013 at 10:00AM at ASSEMBLY ROOM, 110 SOUTH CALLAGHAN, SAN ANTONIO, TX 78227

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

Email: JORGE.FIGUEROA@SANANTONIO.GOV

SBEDA Contact Information: Shuchi Nagpal, 210-207-3900,

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003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

Variations 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 variations 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

4.0 Background:

The City of San Antonio is soliciting bids for a contractor to furnish all labor, equipment, material, and maintenance required to perform mowing services for City owned right of ways, medians and buyout properties. For purposes of this contract, the City is divided into four quadrants. Each of the quadrants will be awarded to the lowest responsive bidder. The locations shown on Attachment L are a part of this contract. Service for the locations shown on Attachment L will begin on October 1, 2014. Service for all other locations shall begin upon award of the contract.

4.1 Work Locations: Below are general descriptions of the locations requiring service under this contract. More specific descriptions can be found on the attachments hereto.

Item 1:

Northeast Quadrant: Right of Way: 432.77ac	Medians: 48.44ac	Buyouts: 7.63ac
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Item 2:

Northwest Quadrant: Right of Way: 151.02ac	Medians: 61.42ac	Buyouts: 52.39ac
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Item 3:

Southeast Quadrant: Right of Way: 286.44ac	Medians: 16.20ac	Buyouts: 34.50ac
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Item 4:

Southwest Quadrant: Right of Way: 324.18ac	Medians: 65.29ac	Buyouts: 16.88ac
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4.2 Description of Work to be Performed:

4.2.1 Contractor shall maintain the areas based on a predetermined Maintenance Cycle as prescribed by the City. A Maintenance Cycle is a site visit, during which all services required hereunder are performed for the particular location. Prior to the start of work under this contract, City shall issue a specific schedule for each Quadrant. The schedule shall be issued in the form of a change order. City may require Contractor to perform additional cycles, or reduce the number of cycles. All changes to the schedule shall be made by written change order issued to Contractor. Contractor shall perform all services in accordance with the specifications listed herein.

4.2.2 Contractor shall be responsible for all of the maintenance to include mowing and handwork around guardrails, light poles/traffic signals/signs, curblines/gutterline, sidewalks, utility poles, trash/debris removal, and tree canopying associated with the area awarded. Contractor will also respond to Public Works Customer Service Requests, including, but not limited to, overgrown vegetation and visual obstructions within awarded quadrant. The Customer Service Requests must be completed within the time frames noted below.

4.2.3 Parking may be available at some locations throughout the work sites; however, Contractor is responsible for any related expenses that might be incurred for parking or storage of any equipment. Overnight storage of material or equipment on-site requires prior written approval from the City.

4.2.4 Litter, trash, and debris shall be picked up and legally disposed of at each location every time a Maintenance Cycle is performed. Litter, trash and debris includes fallen tree branches, blown paper, dumped trash, or any other debris herein defined as having originated from a natural process such as a tree branch falling, or generated from human activities.

4.2.5 Asphalt paths, concrete sidewalks, curbs, or walkways shall be edged to cut encroaching vegetation.

4.2.6 Fences, buildings, walks, and curbs shall be string trimmed to maintain an attractive, even, finished appearance.

4.2.7 Mowing and trimming shall be done in such a manner so as to avoid bumping, girdling, or any other activity that may cause damage to trees, shrubs, plants, fences, or other hard surfaces. Contractor shall perform pre-inspections to become familiar with the conditions of the maintenance locations. Contractor shall not mow under conditions wet enough that will result in damage to turf or create unsafe mowing conditions. Any damages sustained, including sprinkler head damages, from Contractor's activities shall be at the Contractor's expense.

4.2.8 All street surfaces, sidewalks, entrance and exit areas, and concrete pads shall be swept or blown clean at the conclusion of each cycle. When complete, the street and concrete surfaces shall be free of debris and clippings.

4.2.9 During our growing months, March – July, our medians tend to sprout wildflowers. We are asked by the community to let the wildflowers grow. Bluebonnets, Indian paintbrushes, Mexican hat, Indian blanket, Black eyed Susan, Flowering dogwood, Pink Evening primrose, Texas Dandelion, Drummonds Phlox are some examples of common Texas Wildflowers. In the event you encounter wildflowers during the time of growing the mow will need to happen around the wildflowers until such time they die and then the entire area can be mowed.

Performance measure: Contractor performing of Work to be performed in accordance to specifications.

4.3 Maintenance Cycle Frequency:

Contractor shall perform services for each location in accordance with the frequency stated below, which will be reflected on the schedule provided by City.

Medians – Mowed/Maintained 24 times per year

Right of Way – Mowed/Maintained 6 times per year

Flood Buy Outs – Mowed/Maintained 9 times per year

Performance measure: Contractor performing Maintenance Cycle Frequency within required frequency.

4.4 Public Works Customer Service Request:

City residents will occasionally contact the City to request specific services be performed at a particular location, typically in response to an unforeseen incident. City will notify Contractor in writing of such requests for service. Contractor shall respond to these requests and complete the required service in accordance with the timeframe indicated below or as otherwise required by City. Customer Service Requests and required response/completion times:

Vegetation - Visual Obstruction (7 days)

*Mowing of overgrown grass in the right of way/medians
Cut and/or removal of Tree limbs too low/ traffic hazard*

Removal of obstruction (48 hrs)

*Trash/debris in right of way/medians
Fallen tree limbs
Dead trees*

Performance measure: Contractor performing Public Works Customer Service request within required timeframe.

4.5 Inclement Weather:

Services may not be performed during periods of inclement weather, or at any time in which an unsafe working condition, such as severe thunderstorms, ice storms, snow storms, exist. In the event of inclement weather conditions, the Contractor shall contact the designated Storm Water Operations Representative to inform of the occurrence and proposed revised schedule. Revisions to the schedule shall be made by change order issued by City.

Unfavorable Work Conditions: During unfavorable weather, or other unsuitable conditions, Contractor shall confine operations to work, which will not be effected adversely thereby. No portions of the work shall be performed under conditions, which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the contractor to perform the work in a proper and satisfactory manner.

4.6 Site Additions/Deletions:

During the contract period, the City may add or delete locations to the Mowing of Right of Ways, Medians and Buyouts Properties. Additions and deletions shall be made by written change order to the contract. If a site is deleted from the contract, the Contractor shall cease performing services for the location as of the effective date of the change order, and reflect the reduced acreage on its invoices by reducing the contract fee by the full amount for the specific site. If a site is added to the contract, the pricing will be at the same rate per acre for corresponding property types for the quadrant within which the site is added. City shall inform Contractor of the quantity of acreage added. City's determination of acreage, whether existing or added, shall be final and binding.

4.7 Inspection Of Work, Work Assignments:

4.7.1 Inspection of Work:

The City's Public Works Department will assign on-site inspection services for the duration of this contract. The inspector will conduct random inspections, re-inspections, monitor Contractor activities, and ensure the work performed is done to the quality level prescribed in this Contract and in accordance with the prescribed time schedule. The site inspector will fill out a Storm Water Operations' "Inspection Report Form" (Attachment B). This does not relieve the Contractor of conducting its own on-site inspections of its crews. Contractor shall provide a weekly up to date schedule to City for contract monitoring. The schedule provided by Contractor may not deviate from the schedule provided by City. It is intended only to show the specific location where Contractor will be working on a given week. **A city staff listing for relative points of contact will be provided to Contractor upon award.** If any violation of the specifications and/or terms of this Contract are identified, the Public Works Inspector shall record, process, and submit all pertinent information to the Finance Department – Procurement Division for performance records and appropriate action.

4.7.2 Work Completion:

Contractor shall maintain all Project Areas assigned to him/her in the time allotted for the Project Area. Work started within a Project Area shall be completed in consecutive days. Upon final completion of the assigned areas, the grass height should be no greater than 3" in height, all trees should be maintained properly to include weed-eating around the trees in a manner not damaging to the tree, canopying trees to a minimum 14' canopy for those trees hanging over into the right of way, medians and/or buyouts, trash/debris removal, grass clippings blown back into the right of way or removed from the site completely. Each Project Area must be cleaned at the end of each work shift, ensuring the project area to be clean and safe.

4.7.3 Ozone Action Days:

- a. Contractor shall abide by the City's Air Quality Health Alert Plan regarding work on Ozone Alert Days.
- b. The Contractor shall make necessary arrangements to receive Ozone Alert information.

4.8 Work Crew:

Only qualified, trained, competent and reliable personnel shall be assigned to the project area(s). The City shall have the right to request the immediate removal of any employee of the Contractor who is not qualified, trained, competent, and reliable to fulfill the services required. **All Personnel assigned to the work-site are required to wear a hardhat and approved safety vest at all times, no exceptions.**

4.9 Contractor Staff Communication:

- a. Contractor shall provide communication equipment as necessary to perform the services of this Contract. This may include 2-way radios, cellular phones, telephone answering devices, etc.
- b. Contractor shall respond to communication requests from the Public Works Department within 2 hours during the normal working hours of 7:30 a.m. to 5:00 p.m.
- c. **Performance measure:** Two-hour turnaround time for information between City and Contractor.

4.10 Safety of Work Crew:

- a. Contractor shall wear and/or display proper warning devices (safety vest, flashers, strobe lights, warning signs, etc.) to ensure the safety of both the employees and general public. Contractor and his/her employees shall dress and remain dressed in a presentable fashion due to high public visibility of these areas. Should problems occur, Contractor will be advised of the circumstances and shall take appropriate action. Dressing problems include but are not limited to, bare chest (no shirt), shorts while trimming or edging, open-toed shoes, and absence or improper use of safety devices.
- b. Contractor shall be responsible for furnishing all signs and traffic controls in accordance with the Texas Manual on Uniform Traffic Control Devices, and make adjustments as required by the Public Works Department.
- c. All signs shall be mounted on their own stands, not less than 3 feet from the bottom of the sign to the natural ground line. Each sign shall have two brightly colored safety flags attached to it. It will not be permissible to hang or lean these signs. The signs shall be erected in such a manner that they will not obstruct the traveling public view of the normal roadway signage.
- d. **Performance Measure:** Proper warning devices and clothing due to high visibility of employees working on roadways.

4.11 Failure to Maintain Schedule:

All maintenance shall be conducted according to the assigned schedule. Final assessment of each area may be made within 7 days following the end of each maintenance cycle. If any areas are found not to have been serviced or serviced adequately, City shall provide Contractor written notice of the default, giving Contractor 24 hours to cure the default. If Contractor fails to cure the default within the time specified, Contractor shall be subject to the following liquidated damages.

The Parties agree that the actual damages that might be sustained by the City by reason of the breach by Contractor of its covenant to provide services in accordance with the Maintenance Schedule are uncertain and would be difficult of ascertainment, and that the sum of \$365.00 per day, per location, for each day Contractor is late would be a reasonable compensation for such breach. Contractor hereby promises to pay, and City hereby agrees to accept, such sum a liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Contractor hereunder, or from any other contract Contractor has with City.

In lieu of assessing liquidated damages, City shall have the right to terminate this contract, in whole or in part, and exercise its rights under the performance bond.

Contractor shall pay all costs and attorneys fees incurred by the City in the enforcement of any provision within this contract.

4.12 Equipment/Supplies:

Contractor shall supply all necessary equipment and associated supplies to perform required maintenance cycles to include tractor mowers with a maximum 7' attachment, zero turn mowers, weed eaters, brush trimmers and chain saws where applicable. Additional equipment required to accomplish the requirements of

this contract shall be of the size and type customarily used to accomplish work of this kind and no equipment shall be used which is harmful to the areas being maintained. All equipment must, at all times, be properly maintained and in good working condition.

4.13 Experience and Qualifications:

Bids shall be considered only from responsible businesses with a City tree maintenance license and a minimum of 5 continuous years of Commercial Landscape maintenance experience. Bidders with less than the minimum required experience and licenses may be disqualified from further evaluation.

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

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

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

- 4.14 All loss or damage arising out of the nature of the work, or from the action of the elements, during unfavorable weather, or other unsuitable conditions, or from any unusual obstruction or difficulty, or any other natural or existing circumstance either known or unforeseen, which may be encountered in the prosecution of work, shall be sustained and borne by the Contractor at his own cost and expense.
- 4.15 City will not be responsible for any materials, tools and/or equipment that are left during the unattended hours by Contractor.
- 4.16 In case of an emergency, City may order Contractor to stop work on the project and clear the area of all personnel and equipment. Contractor shall comply with such order with all possible speed.

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 MARCH 31, 2016.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for ONE additional ONE 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 Department of Public Works, which shall be clearly labeled Public Works Mowing Services in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation 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 f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles 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: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

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

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

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

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

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

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

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

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

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

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

Bid Bond.

Contractor must submit a bid bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$1,000.00. 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 Purchasing & General Services prior to bid opening in accordance with the instructions for hard copy submissions.

Performance Bonds.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the full amount of the annual contract. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract. (Note: Awardee will be notified of price and due date of Performance Bond)

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 – Inspection Form
- Attachment C – Local Preference Form
- Attachment D – SBEDA Language
- Attachment E – Utilization Plan
- Attachment F – Non-Discrimination Language
- Attachment G – Equipment List
- Attachment H – North East Inventory Buyouts, Medians & Right of Ways
- Attachment I – North West Inventory Buyouts, Medians & Right of Ways
- Attachment J – South East Inventory Buyouts, Medians & Right of Ways
- Attachment K – South West Inventory Buyouts, Medians & Right of Ways
- Attachment L – Locations Where Work Will Begin on October, 2014
- Attachment M – Reference Sheet
- Attachment N – Mowing Locations Examples
- Attachment O – Good Faith Effort Tips Sheet
- Attachment P – SBEDA Pre-Submittal Presentation
- Attachment Q – Addendum I

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such

termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Bidder Information

Please Print or Type

Vendor ID No.

V1009849

Signer's Name

MARTIN L. SALAZAR

Name of Business

MALDONADO NURSERY & LANDSCAPE INC.

Street Address

11634B NACOM DOCKERS RD.

City, State, Zip Code

SAN ANTONIO TEXAS 78247

Email Address

MARTIN.S@MALL.SA.COM

Telephone No.

210 559-4935

Fax No.

210 599-9736

City's Solicitation No.

100003741


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

Local Preference Program (LPP) Ordinance

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

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

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

ATTACHMENT A PRICE SCHEDULE

Item 1	Northeast Quadrant Maintenance Service (Mowing, trash/debris removal, tree canopying)		
Required Items	Estimated Quantities	Unit Price = Price Per Acre	Extended Price (Quantity x unit price)
1a) Price per acre for Right of Way	432.77 AC	\$ <u>45.47</u>	\$ <u>19,807.88</u>
1b) Price per acre for Medians	48.44 AC	\$ <u>38.00</u>	\$ <u>1,840.72</u>
1c) Price per acre for Buyouts	7.63 AC	\$ <u>39.50</u>	\$ <u>301.38</u>
Item 1 Total:			\$ <u>21,949.98</u>

Item 1.1	Public Works Customer Response Services (Acreage will be determined from corresponding property types from the quadrant)		
	Public Works Customer Service Request	UOM	Price per Request
Item 1.1a)	Visual Obstruction – Mowing of overgrown vegetation in right of way/medians	Acre	\$ <u>60.00</u>
Item 1.1b)	Visual Obstruction – Cut and removal of tree limbs too low/traffic hazard	Per Request	\$ <u>250.00</u>
Item 1.1c)	Removal of Obstruction – Trash/Debris in right of way/medians	Acre	\$ <u>60.00</u>
Item 1.1 d)	Removal of Obstruction – Removal of fallen tree limbs and/or dead trees	Per Request	\$ <u>250.00</u>
		Total	\$ <u>620.00</u>

Item 2		Northwest Quadrant: Maintenance Service (Mowing, trash/debris removal, tree canopying)		
Required Items	Estimated Quantities	Unit Price = Price Per Acre	Extended Price (Quantity x unit price)	
1a) Price per acre for Right of Way	151.02 AC	\$ <u>45.47</u>	\$ <u>6866.87</u>	
1b) Price per acre for Medians	61.42 AC	\$ <u>38.00</u>	\$ <u>2333.96</u>	
1c) Price per acre for Buyouts	52.39 AC	\$ <u>39.50</u>	\$ <u>2069.40</u>	
Item 2 Total:			\$ <u>11,270.23</u>	

Item 2.1		Public Works Customer Response Services (Acreage will be determined from corresponding property types from the quadrant)	
	Public Works Customer Service Request	UOM	Price per Request
Item 2.1a)	Visual Obstruction – Mowing of overgrown vegetation in right of way/medians	Acre	\$ <u>60.00</u>
Item 2.1b)	Visual Obstruction – Cut and removal of tree limbs too low/traffic hazard	Per Request	\$ <u>250.00</u>
Item 2.1c)	Removal of Obstruction – Trash/Debris in right of way/medians	Acre	\$ <u>60.00</u>
Item 2.1 d)	Removal of Obstruction – Removal of fallen tree limbs and/or dead trees	Per Request	\$ <u>250.00</u>
Total			\$ <u>620.00</u>

Item 3		Southeast Quadrant: Maintenance Service (Mowing, trash/debris removal, tree canopying)		
Required Items	Estimated Quantities	Unit Price = Price per Acre	Extended Price (Quantity x unit price)	
1a) Price per acre for Right of Way	286.44 AC	\$ <u>45.47</u>	\$ <u>13,024.42</u>	
1b) Price per acre for Medians	16.20 AC	\$ <u>38.00</u>	\$ <u>615.60</u>	
1c) Price per acre for Buyouts	34.50 AC	\$ <u>39.50</u>	\$ <u>1,362.75</u>	
Item 3 Total			\$ <u>15,002.77</u>	

Item 3.1	Public Works Customer Response Services (Acreage will be determined from corresponding property types from the quadrant)		
	Public Works Customer Service Request	UOM	Price per Request
Item 3.1a)	Visual Obstruction – Mowing of overgrown vegetation in right of way/medians	Acre	\$ <u>60.00</u>
Item 3.1b)	Visual Obstruction – Cut and removal of tree limbs too low/traffic hazard	Per Request	\$ <u>250.00</u>
Item 3.1c)	Removal of Obstruction – Trash/Debris in right of way/medians	Acre	\$ <u>60.00</u>
Item 3.1 d)	Removal of Obstruction – Removal of fallen tree limbs and/or dead trees	Per Request	\$ <u>250.00</u>
	Total		\$ <u>620.00</u>

Item 4	Southwest Quadrant: Maintenance Service (Mowing, trash/debris removal, tree canopying)		
	Required Items	Estimated Quantities	Unit Price = Price per Acre
			Extended Price (Quantity x unit price)
1a)	Price per acre for Right of Way	324.18 AC	\$ <u>45.47</u>
1b)	Price per acre for Medians	65.29 AC	\$ <u>38.00</u>
1c)	Price per acre for Buyouts	16.88 AC	\$ <u>39.50</u>
	Item 4 Total:		\$ <u>17,888.24</u>

Item 4.1	Public Works Customer Response Services (Acreage will be determined from corresponding property types from the quadrant)		
	Public Works Customer Service Request	UOM	Price per Request
Item 4.1a)	Visual Obstruction – Mowing of overgrown vegetation in right of way/medians	Acre	\$ <u>60.00</u>
Item 4.1b)	Visual Obstruction – Cut and removal of tree limbs too low/traffic hazard	Per Request	\$ <u>250.00</u>
Item 4.1c)	Removal of Obstruction – Trash/Debris in right of way/medians	Acre	\$ <u>60.00</u>
Item 4.1 d)	Removal of Obstruction – Removal of fallen tree limbs and/or dead trees	Per Request	\$ <u>250.00</u>
	Total		\$ <u>620.00</u>

Prompt Payment Discount: 0 % 0 days. (If no discount is offered, Net 30 will apply.)

Annual Contract for Mowing of Row, Medians and Buyout Properties

Post GSC Instructions

Solicitation and Contract Language

Exceptions to the Restrictions on Communication with City employees include:

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Catherine Olukotun. Ms. Olukotun may be reached by telephone at (210) 207-8088 or by e-mail at Catherine.Olukotun@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

A. Solicitation Response and Contract Requirements and Commitment

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

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

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

B. SBEDA Program

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

C. Definitions

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

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

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

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is

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

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

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

and content of CONTRACTOR's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

San Antonio Metropolitan Statistical Area (SAMSAs) – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract

utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

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

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

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

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

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

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

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

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

to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

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

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

D. SBEDA Program Compliance – General Provisions

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

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its

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

8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

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

MWBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 8. (d), this contract is being awarded pursuant to the M/WBE Subcontracting Program. CONTRACTOR agrees to subcontract at least *twelve percent (12%)* of its prime contract value to certified M/WBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified M/WBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each M/WBE Subcontractor, and documentation including a description of each M/WBE Subcontractor's scope of work and confirmation of each M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon M/WBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

Subcontractor Diversity: The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the M/WBE subcontracting goal of 12% that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio Other Services industry, as reflected in the City's Centralized Vendor Registration system for the month of November 2013, African-American owned firms represent approximately 1.99% of available subcontractors, Hispanic-American firms represent approximately 11.19%, Asian-American firms represent approximately 0.89%, Native American firms represent approximately 0.17%, and Women-owned firms represent approximately 5.07% of available other services subcontractors.

F. Commercial Nondiscrimination Policy Compliance

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

G. Prompt Payment

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

CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

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

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

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

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

REFERENCE SHEET

1. Indicate below at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar services (as required on section 004 specifications/scope of services). Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: City of San Antonio (Parks & Rec.)
Address: 114 W. COMMERCE ST., SA TX
Contact: RICHARD GATLIN
Phone: (210) 723 0872
E-MAIL ADDRESS Richard.gatlin@sanantonio
Fax: () N/A
Dates of Service: from 1/1/2010 to CURRENT
Value: \$ 300,000.⁰⁰ yr

B. Company: Toyota of South Texas
Address: 1 LONESTAR PASS, SA TX
Contact: ROBERT FARIAS / JO ANN ORTIZ
Phone: (210) 263-4162
E-MAIL ADDRESS JoAnn.Ortiz@tema.toyota.com
Fax: (210) 263-4098
Dates of Service: from 8/28/06 to CURRENT
Value: \$ 320,000.⁰⁰ yr

C. Company: The Dominion
Address: 20 DOMINION DRIVE, SA TX
Contact: JULIE MACALUSO
Phone: (210) 698-1232
E-MAIL ADDRESS julie.macaluso@sbglobal.net
Fax: (210) 698-1466
Dates of Service: from 9/9/12 to CURRENT
Value: \$ 350,000.⁰⁰ yr

D. Company: North Side I.S.D.
Address: 5900 EVERS ROAD, SA TX 78238
Contact: Richard Diaz
Phone: (210) 397-8500
E-MAIL ADDRESS ap@nisd.net
Fax: () N/A
Dates of Service: from 1/1/08 to CURRENT
Value: \$ 400,000.00

Attachment G.

Equipment List

Minimum Requirement Equipment List

Equipment Vendor will use to perform services

Zero Turn Riding Lawn Mower:

Quantity: 8
Min Qty: 2 per quadrant

Equipment: Riding Mower
Manufacturers: John Deere
Model: Z 910 A

Tree Trimming:

Quantity: 8
Min Qty: 2 per quadrant
Rapid Cut Blade

Equipment: Pole Saw
Manufacturers: ECHO
Model: PPT-26

Tree Trimming:

Quantity: 8
Min Qty: 2 per quadrant
Commercial Grade
Gas Powered Chain Saw

Equipment: CHAINSAW
Manufacturers: ECHO
Model: CS-450

Weed Trimming:

Quantity: 12
Min Qty: 3 per quadrant
Commercial Grade
Gas Powered Spit-Boom
Grass/Weed Trimmer

Equipment: GRASS/WEED TRIMMER
Manufacturers: SHINDAWA
Model: T-272R

Blower:

Quantity: 8
Min Qty: 2 per quadrant
Commercial Grade
Gas Powered Blower

Equipment: GAS BLOWER
Manufacturers: RED MAX
Model: 68242 EBZ 7100

Tractor Mower with maximum 7' attachment:

Quantity: 8
Min Qty: 2 per quadrant
Commercial Grade
Gas Powered Hedge Trimmer

Equipment: Hedge Trimmer
Manufacturers: SHINDAWA
Model: 62603 ; 62600

ACCOUNT REPRESENTATIVE:

Bidder shall list their account representative information servicing the City's account if awarded this contract.

Name: AARON TOLI
Title: DIVISION MANAGER SAN ANTONIO MAINTENANCE
Office Phone: 210 5991219
Cell Phone: 210 659-4935
Fax: 210 599-9736
Email: AARONT@MNLSA.COM

SERVICE CALL INFORMATION:

Bidder shall indicate preferred method for which the City departments are to place service calls:

Service Calls shall be placed via: (check all that apply) Fax, Phone, or Email

Phone Number: 210 5991219
Fax: 210 599 9736 Email AARONT@MNLSA.COM
Contact Person: AARON TOLI

The Contractor shall maintain the services of a professionally manned telephone answering system so that immediate and continuous contact can be made. (Provide answering system number here): 2105991219.

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

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

The City of San Antonio Local Preference Program, adopted by Ordinance 2013-03-21-0167, implemented a local preference program for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a local business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

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

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

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

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

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

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

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

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

Name of Business:	Maldonado Nursery & Landscape	
Physical Address:	16348 Nacogdoches Rd.	
City, State, Zip Code:	San Antonio Texas 78247	
Phone Number:	210 599 1219	
Email Address:	Martin S @ mnlsc.com	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes <input checked="" type="radio"/>	No <input type="radio"/>

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

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

RESPONDENT'S FULL NAME:

MARTIN L. SALAZAR
(Print Name) Authorized Representative of Respondent


(Signature) Authorized Representative of Respondent

Region Business Manager
Title

12/18/13
Date

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

ATTACHMENT B
INSPECTION REPORT FORM
 Department of Public Works

VENDOR Information					
Name	Vendor #				
Contract #	Inspection Date				
City, State	Vendor Phone #				
Vegetation Maintenance Duties	1 = Poor	2 = Fair	3 = Satisfactory	4 = Good	5 = Excellent
Removal of vegetation within the specified right of way	<input type="checkbox"/>				
Trash & litter control	<input type="checkbox"/>				
Maintenance of worksite	<input type="checkbox"/>				
Maintenance of trees	<input type="checkbox"/>				
Project timeline accuracy	<input type="checkbox"/>				
Proper traffic control (when necessary)	<input type="checkbox"/>				
Equipment	1 = Poor	2 = Fair	3 = Satisfactory	4 = Good	5 = Excellent
Equipment used is in good, running order	<input type="checkbox"/>				
<i>Comments</i>					
Support Satisfaction	1 = Poor	2 = Fair	3 = Satisfactory	4 = Good	5 = Excellent
with the vendor's staff	<input type="checkbox"/>				
with response time (within 2 hours), Sect 6 Insp.	<input type="checkbox"/>				
with personnel replacements	<input type="checkbox"/>				
with problem resolution	<input type="checkbox"/>				
<i>Comments</i>					
Customer Service	1 = Poor	2 = Fair	3 = Satisfactory	4 = Good	5 = Excellent
Staff knowledgeable about required services	<input type="checkbox"/>				
Staff was proactive in resolving problems:	<input type="checkbox"/>				
Staff returned phone calls promptly:	<input type="checkbox"/>				
Overall Rating (average the rating numbers above)					

VENDOR Information	
Name	Vendor #
Contract #	Inspection Date
City, State	Vendor Phone #
Evaluation	
ADDITIONAL COMMENTS	
RESOLUTION	
Review	
Reviewer Name (print)	Department/Title
Reviewer Signature	Date:
Contractor Name (print)	Title
Contractor Signature	Date:



MALDONADO

NURSERY & LANDSCAPING, INC.

Introduction

Maldonado Nursery & Landscaping, Inc. is a **twenty-nine-year-old family owned business** based in San Antonio, Texas, serving the South Texas from San Antonio, Austin, Corpus Christi, Houston, Lubbock, and the Rio Grande Valley from Brownsville to Rio Grand City. Rogelio Maldonado and his three sons, Jerry, Oscar and Roy, are all actively involved in the daily operations of the company, helping guide 29 consecutive years of growth to \$27 million in sales for 2012. Recognized as one of the fastest growing and largest privately held Hispanic Business in the United States, **MNLSA is a Texas certified HUB and MBE**. Maldonado Nursery & Landscaping, Inc. has been in business since 1987 and became a corporation in the State of Texas in 1991.

During the past 29 years, Maldonado has grown into one of the largest privately owned landscape and irrigation contractors in the region, performing a full range of services to include: *Commercial Construction, Irrigation design, installation & maintenance,, Commercial & Residential Grounds Maintenance, Limited site development, Landscape design build, Planning, Major tree transplanting and relocation, Hardscape installation, Arborist services and Plant production.*

Maldonado's staff of professionals *self perform* all functions utilizing company owned and maintained equipment. Our company's commitment to employee development and retention, coupled with continued capital investment in the most modern equipment, allows this organization to perform any type of job on time, within budget and with quality and customer satisfaction as our priority #1.

Landscape/Irrigation

16348 Nacogdoches San Antonio, Texas 78247 Tel: (210) 599-1219 Fax: (210) 599-9736



MALDONADO

NURSERY & LANDSCAPING, INC.

ORGANIZATIONAL STRUCTURE

Owners:

Rogelio Maldonado

Corporate Status: President

Divisions: Wholesale Nursery; Tree Farm Operations and Purchasing

Background: Migrated to America from Mexico in the early 1960's. Began developing and working in the nursery/landscape business. Founding member of Maldonado Nursery and Landscaping, Inc.

Corporate Duties: Currently operates the wholesale nursery, which supplies 20% of all plant material of projects. Purchases raw and bulk material and oversees inventory at two locations. Responsible for tree farm operations.

Jerry Maldonado

Corporate Status: Vice President

Divisions: Commercial Irrigation; Irrigation Design and Repair; Financial & Business Operations

Education: Graduate of Kerrville High School

Graduate of Texas State College – Associates Degree in Automotive/Mechanical

Certifications: Certified Irrigation Contractor; Certified Irrigation Auditor; Certified Landscape Professional

Roy Maldonado

Corporate Status: Treasurer

Divisions: Lawn Maintenance & Enhancement; Landscape Design Build; Janitorial & Building Services

Education: Graduate of Kerrville High School

Graduate of Texas State College – received Associates Degree in Business Management

Oscar Maldonado

Corporate Status: Secretary

Divisions: Commercial Landscape; Commercial Building Services – Cleaning / Finish Out

Education: Graduate of Kerrville High School

Landscape/Irrigation



MALDONADO

NURSERY & LANDSCAPING, INC.

ORGANIZATIONAL STRUCTURE

Key Company Personnel:

John Suarez: 33 years of grounds maintenance and landscape experience. Licenses and certifications: Texas certified nursery professional, Texas certified landscape professional and Licensed pesticide applicator; now responsible for Grounds Maintenance Division.

Justin Bishop: 13 Years experience in landscape ground maintenance, construction, and irrigation. Texas Irrigation license #16238. Presently the Austin Division Manager.

Pat Vrba: 28 Years experience in Administration, Finance, Accounting and IT. Presently Chief Financial Officer of MNLSA.

Martin Salazar: 25 years of Landscape and Management experience, Presently the San Antonio Business Development Manager. Many years of experience in Accounting, Administration, Maintenance and Sales.

Albert Ayala: 7 years of irrigation experience, certified Weathermatic and Toro Irrigation installer. Presently an irrigation project superintendent.

Anselmo Vela: 27 years of landscape field experience. Presently a landscape project superintendent.

Jose Bernal: 12 years of Residential Landscape Design, Design Build and Enhancement field experience. Presently oversees all residential crews.

Mark Countryman: 23 Years Landscape Grounds Maintenance experience. Is presently a key account manager for the Austin Division. Very knowledgeable in horticulture and landscape maintenance.

Aaron Toli: over 35 years of experience in Grounds Maintenance; Currently the San Antonio Division Manager. Many years of experience in Accounting, Administration, Maintenance and Sales.

Landscape/Irrigation



MALDONADO

NURSERY & LANDSCAPING, INC.

OPERATIONAL CERTIFICATIONS & AFFILIATIONS

Significant Certifications:

Licensed Irrigators #3896
Licensed Irrigation #16238
Certified Backflow License #BP0009563
Certified Irrigation Auditor
Certified Irrigation Contractors
Texas Certified Landscape Professional #211
Certified Nursery Professional #3701
Certified Pesticide Applicator

Association Involvement:

Associated Landscape Contractors of America (ALCA)
Texas Nursery & Landscape Association (TNLA)
Irrigation Association
American Backflow Prevention Association
San Antonio Irrigation Association
American Nursery & Landscape Association (ANLA)
San Antonio Apartment Association
Austin Apartment Association
Austin Chamber of Commerce
Professional Landcare Network (Planet)
National Concrete Masonry Association
US Green Building Council
International Erosion Control Association

Landscape/Irrigation

1634\$ Nacogdoches San Antonio, Texas 78247 Tel: (210) 599-1219 Fax: (210) 599-9736

Maldonado Nursery and Landscape Competency Level of Performance

Maldonado Nursery and Landscape has successfully maintained medians, trailheads, and park areas for the City of San Antonio for several years. We have a trained staff of professional employees that specialize in Landscape Maintenance. Our crews have assigned account managers that monitor their progress daily through their assigned schedules. We have worked for several large companies and high profile properties throughout the State of Texas. We have even maintained our State Capital. Currently our San Antonio client list includes the Toyota plant, Several HEB stores, The Dominion, The City of Schertz, NEISD, NISD, HISD, and many other great businesses. We have been in business for 29 years and did 27million dollars in sales for 2012.

Equipment Availability

Maldonado Nursery and Landscape (SA Division)- Currently has over 60 riding mowers, 150 Weedeaters, 60 hedge trimmers,90 blowers, and 4 shredding tractors and attachments. We operate 30 Maintenance Crews out of the San Antonio office. All other minor or small equipment will be purchased before contract start date.

License For Contract

Pesticide Licence- Gilbert Longoria

Irrigator License- Mark Cook

Tree City Permit- Jaime Morales

Copies included.

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877) LIC-AGRI (877-542-2474)



For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.tda.state.tx.us

COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 78, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

GILBERT LONGORIA
5030 PRINCE VALIANT
SAN ANTONIO TX 78218

TDA Client No. 00277180

TDA License No. 0295067

Effective Date: February 28, 2013

Expiration Date: February 28, 2014

CATEGORIES:
5,3A

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

MARK L COOK

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

*License Number: LI0004866
Issue Date: 10/19/2011
Expiration Date: 09/30/2014*



*Executive Director
Texas Commission on Environmental Quality*

Tree Maintenance License

Issued by the City of San Antonio

JAIME MIRELES

MIRELES TREE SERVICE

Lic #: TL-915811

Exp: 6-7-2015



Roderick J. Sanchez
Director Planning & Development Services



Respondent/Vendor Subcontracting Waiver Request Form

COMPANY MUST SUBMIT THIS FORM WITH ITS SOLICITATION RESPONSE.

COMPANY NAME: Maldonado Nursery & Landscape DATE: 12/19/2013
CONTACT PERSON: MARTIN SALAZAR CONTACT PHONE #: 210 599-1219
CONTACT EMAIL ADDRESS: Martins@mnlusa.com
SOLICITATION NAME: Annual Contract for Mowing of ROW, Medians and Bryant Properties

1. Describe the rationale for your request for a waiver to the subcontracting goals applied to this solicitation.

After attempting to contact qualified sub contractors, Maldonado Landscape has had no sub contractors reply.

2. List all SBE/AABE/ABE/HABE/NABE/WBE listings or directories utilized to solicit participation for this solicitation.

City of San Antonio Website (for MBE/WBE)
SCTRCA Website (for MBE/WBE)

3. List all contractor associations and other associations solicited for SBE/AABE/ABE/HABE/NABE/WBE referrals.

Current Sub Contractor Data Base. (Maldonado)

4. Indicate advertisement mediums used for soliciting bids from all SBE/AABE/ABE/HABE/NABE/WBEs.

E-MAIL

FAX

5. List all other efforts aimed at utilizing SBE/AABE/ABE/HABE/NABE/WBE firms.

Daily checking for response to solicitations by
FAX or E-MAIL.

6. -List all companies from which you requested bids.

CONTACT PERSON & COMPANY NAME	PHONE # AND E-MAIL	CERTIFICATIONS*	BID RECEIVED (YES/NO)	BID REJECTED (YES/NO) REASON FOR REJECTION
LVA Construction	(210) 433 9872	MBE	No	
Canro Contracting	(210) 627 2970	MBE	No	
E-2 BEL Construction	(210) 736 6595	MBE	No	
Fairway Landscapes & Nursery	(210) 433 6000	MWBE	No	
LAWNS, ECT.	(210) 535-7990	MBE	No	
TEXZEN Landscapes	(210) 508 2823	MBE	No	
Charo Service Co	(713) 781-9202	MBE	No	
AREA 63 LawnCare	(210) 363-1627	MBE	No	
10% BACK YARD	(210) 852 5265	MBE	No	
Full Spectrum Solutions	(210) 558-2812	MBE	No	
Cuatro Gallinas	(830) 570-4600	MBE	No	
ICB Construction	(210) 828-0264	MBE	NO	

SBE, MWBE, AABE, NABE, ABE, ESBE, EMWBE, HABE and HUBZone*

7. Please attach a copy of your company's small, minority and women-owned business policy.

Attached

8. Name and phone number of person appointed to coordinate and administer the good faith efforts of your company on this project.

MARTIN SALAZAR - 210.599-1219

9. Indicate percentage of SBE/AABE/ABE/HABE/NABE/WBE participation you can alternatively recommend.

0 Percentage to a Qualified Vendor Till Current Vendors Are Approved As MBE or WBE.

10. List and attach documents (i.e. advertisements, emails, phone call logs) of your good faith efforts indicated in questions 2-6.

- 1. Invitation to Bid
- 2. San Antonio WEB SITE LIST
- 3. FAX CONFIRMATION
- 4. SCTRA LIST FROM WEBSITE
- 5. COPIES OF SENT E-MAILS

11. Attach change of subcontract/supplier utilization plan request form, if requesting a waiver to an approved utilization plan for a current project.

AFFIRMATION

I CERTIFY THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE, AND UNDERSTAND THAT IF THIS REQUEST FOR WAIVER IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED NON-RESPONSIVE.

[Handwritten Signature]

12/19/13

SIGNATURE

DATE

Martin C. Salazar Regional Business Manager

PRINT NAME/TITLE

FOR CITY USE ONLY

DATE RECEIVED: _____

RECOMMENDATION: APPROVED DENIED

DATE OF ORIGINATING DEPARTMENT/CMS/PGS/GSC NOTIFICATION: _____

EDD DIRECTOR: _____

JUSTIFICATION:

[Empty box for justification]

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBE) EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

M/WBE

This organization will, and will cause its contractors and subcontractors to, take good faith actions to achieve the MWBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- i. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- ii. Request a list of State-certified M/WBEs from AGENCY and solicit bids from them.
- iii. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- iv. Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- v. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- vi. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

- i. This organization will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest; will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- ii. This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- iii. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest; and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- iv. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- v. Contractor will include the provisions listed above in EEO sections i. through iv. in every subcontract in such a manner that the requirements will be binding upon each subcontractor as to work in connection with the State contract.

Item # 7 - Company Policy for M/WBE



CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *Annual Contract for Mowing of Row, Medians and Buyout Properties*

RESPONDENT NAME: *Maldonado Nursery & Landscape, Inc.*

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

API REQUIREMENTS: Respondents must demonstrate commitment to satisfy a twelve percent (12%) MWBE subcontracting goal. Self-performance by MWBE prime respondents does not count towards the subcontracting goal. **Commitment to meet subcontracting requirement must be demonstrated by writing the company name and SAePS vendor number of each subcontractor/supplier.** In the absence of a waiver granted by the Small Business Office, failure of a Respondent to commit to satisfying the M/WBE subcontracting goal shall render its response NON-RESPONSIVE. To qualify as an MWBE pursuant to the SBEDA Ordinance, a vendor must also be an SBE.

S/M/WBEs must be certified with the South Central Texas Regional Certification Agency (SCTRCA) and be headquartered or have Significant Business Presence in the San Antonio Metropolitan Statistical Area to satisfy the above-stated goal. For further clarification, please contact Catherine Olukotun at (210) 207-8088.

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

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime: <i>Maldonado Nursery & Landscape</i>	<i>1,031,773.96</i>	<i>88</i> %	<i>HABE MBE</i>	<i>98836 (NIGP)</i>
SAePS Vendor #: <i>V1009849</i>			SCTRCA #: <i>213014941</i>	<i>561730 (NAICS)</i>

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

Sub: <i>SPARTAN LANDSCAPE</i>	<i>\$ 140,696.45</i>	<i>12</i> %	<i>N/A</i>	<i>98836 (NIGP)</i>
SAePS Vendor #: <i>N/A</i>			SCTRCA #: <i>N/A</i>	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	

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

Sub:	\$		%	
SAePS Vendor #:				SCTRCA #:
Sub:	\$		%	
SAePS Vendor #:				SCTRCA #:
Sub:	\$		%	
SAePS Vendor #:				SCTRCA #:
Sub:	\$		%	
SAePS Vendor #:				SCTRCA #:
Sub:	\$		%	
SAePS Vendor #:				SCTRCA #:
A.Total Prime Participation:	\$ 1,031,773.96	88	%	A. Total base bid amount to be kept by prime.
B.Total Sub Participation:	\$ 140,696.45	12	%	B. Total amount prime will pay to certified and non-certified subcontractors/suppliers
C.Total Certified Sub Participation:	\$ 0	0	%	C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above
D.Total Prime & Sub Participation*:	\$ 1,172,470.41	100	%	D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)

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

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

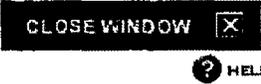
Print Name: MARCUS L. SALAZAR Sign: [Signature] Title: Regional Business Manager
Date: 12-19-13

FOR CITY USE

Action Taken: Approved Denied _____

ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

Vendor Information



Vendor Information

Business Name **Maldonado Nursery & Landscaping, Inc.**
 Owner **Mr Rogelio Maldonado**
 Address **16348 Nacogdoches**
 > [Map This Address](#) **San Antonio, TX 78247**
 Phone **210-599-1219**
 Fax **210-599-9736**
 Email **gretac@mnlsa.com**
 Website **<http://www.mnlsa.com>**

Certification Information

Certifying Agency **South Central Texas Regional Certification Agency**
 Certification Type **MBE - Minority Business Enterprise**
 Renewal/Anniversary Date **1/15/2015**
 Certified Business Description **Commercial landscaping/irrigation; Residential landscaping/irrigation. Commercial business services.**

Commodity Codes

- NAICS 221310 Irrigation system operation ([More](#))
- NAICS 221310 Water supply systems ([More](#))
- NAICS 237110 Irrigation system construction ([More](#))
- NAICS 561730 Landscaping services (except planning) ([More](#))

Customer Support

[Print This Page](#)

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**South Central Texas Regional Certification Agency
of Bexar County, Texas hereby duly affirms that:**

Maldonado Nursery & Landscaping, Inc.

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be certified as a

*** HABE MBE**

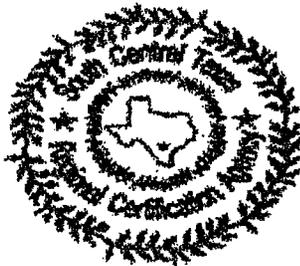
Certified NAICS Codes:

NAICS-221310: IRRIGATION SYSTEM OPERATION
NAICS-221310: WATER SUPPLY SYSTEMS
NAICS-237110: IRRIGATION SYSTEM CONSTRUCTION
NAICS-561730: LANDSCAPING SERVICES (EXCEPT PLANNING)

Certification Number: 213014941

Effective Date: January 31, 2013

Expiration Date: January 31, 2015



Blaine R. Mitchell

Blaine R. Mitchell
Executive Director

Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or fails to comply with SCTRCA's Business Enterprise Program. A Certification Renewal Application is required every two years.



Southwest Minority Supplier Development Council

This Certificate acknowledges that:

Maldonado Nursery & Landscaping, Inc.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®) as adopted by the Southwest Minority Supplier Development Council.

574

Certificate Number

06/01/2013

Certification Expiration Date

**NAICS Code(s) 236220;237110;221310;561730;238990*

**Description of product/services as defined by the North American Industry Classification Systems (NAICS)*

Corporate Sponsors of the NMSDC may view the original certificate by logging onto: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council®

Karen Box
President SMSDC

State of Texas
Historically Underutilized Business
Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),
hereby certifies that

MALDONADO NURSERY & LANDSCAPING INC

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB) Program
to be recognized as a HUB.

This certificate, printed 27-FEB-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number: 1742593871300
File/Vendor Number: 04249
Approval Date: 26-FEB-2010
Expiration Date: 26-FEB-2014

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmbi/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

Maldonado Nursery & Landscaping, Inc.

16348 Nacogdoches Road
San Antonio, Texas 78247
Phone (210) 599-1219 Fax: (210) 599-9736
martins@mnlssa.com



INVITATION TO BID

Dec 09,2013

ATTN QUALIFIED VENDORS:

Maldonado Nursery & Landscaping, Inc. is seeking quotes for service / bids from qualified MBE/WBE/SBE/OBE/LBE/DVBE businesses and invites your bid/quote on the following listed project/contract:

Project: Annual Contract for Mowing of ROW, MEDIANS and BUYOUT PROPERTIES
Address: San Antonio, Texas
Owner: San Antonio Procurement
Bids Due: DEC 18th @ 1:00 PM

We are an equal opportunity employer and intend to seriously negotiate with qualified MBE/WBE business enterprises for project participation. If you are not a qualified MBE/WBEbusiness enterprises and would like to be and have questions, please feel free to contact Shuchi Nagpal at (210) 207-3900.

Plans, specifications, and requirements for the project can be located at:

San Antonio website
www.sanantonio.gov

IFB NO: 6100003741

Please contact us at the above listed number for further information regarding bidding on this project.

Please email / fax your response to: Martin Salazar @ mnlssa.com or fax to 210-599-9736.

We will be bidding Yes _____ No _____

Sincerely,

Martin Salazar, Business Development Manager
Maldonado Nursery & Landscaping, Inc.

#2 City of SA List.

#2

Business Name	Vendor #	Telephone	Fax	NIGP Code	NIGP Code Description
MALDONADO NURSERY & LANDSCAPE	1009849	1(210) 599-1219	1(210) 599-9736 ✓	98852	LANDSCAPING (INCLUDI
CANTU CONTRACTING INC	1013420	1(210) 627-2970	1(210) 627-2979 ✓	98852	LANDSCAPING (INCLUDI
E-Z BEL CONSTRUCTION LTD	1014214	1(210) 736-6595	1(210) 735-1842 ✓	98852	LANDSCAPING (INCLUDI
WEST EX CONSTRUCTION					LANDSCAPING (INCLUDI
C-3 ENVIRONMENTAL SPECIALTIES LLC	1029599	1(210) 653-7801	1(210) 650-3306 ✓	98852	LANDSCAPING (INCLUDI
REX LANDSCAPING INC					LANDSCAPING (INCLUDI
FINAN NURSERY					LANDSCAPING (INCLUDI
TRECO ENTERPRISES INC	1033522	1(210) 377-3131	1(210) 493-6613 ✓	98852	LANDSCAPING (INCLUDI
MALDONADO LANDSCAPE & IRRIGATION	1036450	1(830) 625-1020	1(830) 625-1060 ✓	98852	LANDSCAPING (INCLUDI
TREE WISE MEN LLC	1037099	1(210) 737-8733	✓	98852	LANDSCAPING (INCLUDI
RSP CONSTRUCTION LLC					LANDSCAPING (INCLUDI
VISION CONSTRUCTION COMPANY					LANDSCAPING (INCLUDI
QTM CONSULTANT LLC	10021844	1(210) 540-0058	1(866) 826-3516 ✓	98852	LANDSCAPING (INCLUDI
ANTHONY'S LANDSCAPING					LANDSCAPING (INCLUDI
BOOKER'S TREE SERVICE, LLC	10024359	1(210) 657-8085	✓	98852	LANDSCAPING (INCLUDI
LAWNS ETC					LANDSCAPING (INCLUDI
TEXZEN LANDSCAPES LLC	10025069	1(210) 508-2823	1(830) 885-5198 ✓	98852	LANDSCAPING (INCLUDI
VISION CONSTRUCTION COMPANY					LANDSCAPING (INCLUDI
ASAKURA ROBINSON COMPANY LLC	10025519	1(713)(337) 583-0108	1(832) 201-7198 ✓	91873	LANDSCAPING CONSULTI
GRIMM'S LANDSCAPE & DESIGN					LANDSCAPING (INCLUDI
CHAVEZ SERVICE COMPANIES INC	10028894	1(713) 781-9200	1(713) 781-9202 ✓	98852	LANDSCAPING (INCLUDI
MP STUDIO	10028980	1(210) 240-0622	1(210) 688-5699 ✓	91873	LANDSCAPING CONSULTI
AREA 63 LAWN CARE					LANDSCAPING (INCLUDI
DOCH ENTERPRISES LLC	10029976	1(210) 573-7561	1(210) 946-5323 ✓	98852	LANDSCAPING (INCLUDI

FULL SPECTRUM SOLUTIONS L.L.C.	10031282	1(210) 558-2812	1(210) 694-0892 ✓	98852	LANDSCAPING (INCLUDI
CUATRO GALLINAS HOLDINGS, LLC	10032256	1(830) 570-4600	1(830) 569-2747 ✓	98852	LANDSCAPING (INCLUDI
THE STUMP GUY	10033822	1(210) 394-0227		98852	LANDSCAPING (INCLUDI

Send Result Report

MFP

TASKalfa 520i



Firmware Version 2KS_2F00.004.434 2010.01.22

12/09/2013 11:47
[2KS_1000.005.001] [2KS_1100.001.002] [2KS_7000.004.434]

Job No.: 228028

Total Time: 0°07'07"

Page: 001

No Response

Document:

doc22802820131209111843

Maldonado Nursery & Landscaping, Inc.

16348 Nacogdoches Road

San Antonio, Texas 78247

Phone (210) 599-1219 Fax: (210) 599-9736

martins@mnlsa.com

INVITATION TO BID

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We are an equal opportunity employer and intend to seriously negotiate with qualified

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECH
001	12/09/13 11:31	8322017198	0°00'57"	FAX	BUSY	200x100 Normal/Off
002	12/09/13 11:32	7137819202	0°02'14"	FAX	BUSY	200x100 Normal/Off
003	12/09/13 11:33	2106885699	0°00'18"	FAX	OK	200x100 Normal/On
004	12/09/13 11:34	2104907913	0°00'12"	FAX	OK	200x100 Normal/On
005	12/09/13 11:36	2109465323	0°00'24"	FAX	OK	200x100 Normal/On
006	12/09/13 11:37	2106801470	0°01'57"	FAX	BUSY	200x100 Normal/Off
007	12/09/13 11:39	2106940892	0°00'10"	FAX	OK	200x100 Normal/On
008	12/09/13 11:39	918305692747	0°00'31"	FAX	BUSY	200x100 Normal/Off
009	12/09/13 11:40	2108280264	0°00'24"	FAX	OK	200x100 Normal/On

Send Result Report



MFP

TASKalfa 520i

Firmware Version 2KS_2F00.004.434 2010.01.22

12/09/2013 11:30
[2KS_1000.005.001] [2KS_1100.001.002] [2KS_7000.004.434]

Job No.: 228027

Total Time: 0°08'07"

Page: 001

No Response

Document:

doc22802720131209111015

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San Antonio, Texas 78247

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No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
001	12/09/13 11:10	2104337942	0°00'57"	FAX	BUSY	200x100 Normal/Off
002	12/09/13 11:11	2105	0°00'59"	FAX	BUSY	200x100 Normal/Off
003	12/09/13 11:12	2106272979	0°00'24"	FAX	OK	200x100 Normal/On
004	12/09/13 11:13	2107351842	0°00'30"	FAX	OK	200x100 Normal/Off
005	12/09/13 11:15	2104336002	0°00'10"	FAX	OK	200x100 Normal/On
006	12/09/13 11:16	18666396912	0°00'38"	FAX	OK	200x100 Normal/Off
007	12/09/13 11:17	2106503306	0°00'30"	FAX	OK	200x100 Normal/Off
008	12/09/13 11:18	2105992721	0°00'22"	FAX	OK	200x100 Normal/On
009	12/09/13 11:21	2106672117	0°00'10"	FAX	OK	200x100 Normal/On
010	12/09/13 11:21	2104936613	0°00'31"	FAX	BUSY	200x100 Normal/Off

Send Result Report



MFP

TASKalfa 520i

Firmware Version 2KS_2F00.004.434 2010.01.22

12/09/2013 11:30
[2KS_1000.005.001] [2KS_1100.001.002] [2KS_7000.004.434]

Job No.: 228027

Total Time: 0°08'07"

Page: 001

No Response

Document: doc22802720131209111015

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
011	12/09/13 11:22	2108891000	0°01'51"	FAX	BUSY	200x100 Normal/Off
012	12/09/13 11:23	2102990800	0°00'11"	FAX	OK	200x100 Normal/On
013	12/09/13 11:23	18668263516	0°00'31"	FAX	OK	200x100 Normal/Off
014	12/09/13 11:25	2109278299	0°00'23"	FAX	OK	200x100 Normal/On

Maldonado Nursery & Landscaping, Inc.

16348 Nacogdoches Road

San Antonio, Texas 78247

Phone (210) 599-1219 Fax: (210) 599-9736

martins@mnlisa.com

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Plans, specifications, and requirements for the project can be located at:

San Antonio website
www.sanantonio.gov

IFB NO: 6100003741

Please contact us at the above listed number for further information regarding bidding on this project.

Please email / fax your response to: Martin Salazar @ mnlisa.com or fax to 210-599-9736.

We will be bidding Yes _____ No X

Sincerely,

Martin Salazar ,Business Development Manager
Maldonado Nursery & Landscaping, Inc.



SCTRCA Certification Management System

Login

South Central Texas Region Certification Directory

Search the South Central Texas Region Certification Agency's MWDBE/SBE Directory by entering search terms and clicking **Search**. You must select at least one certification type.

Search by Business Name or DBA

Business Name/DBA

Tip: Try just a few letters of the firm's name.

Search by Business Description

Business Description

Search by Commodity Code

Commodity Code

Click to Lookup Commodity Code
(popup window will appear to browse and search available Commodity Codes)

Search by Contact Person

Contact Person/Owner

First name

Last name

Tip: Use the first letter.

Tip: Try just the first few letters.

Search by Location

City

State

Zip Code

Phone Area Code

Search by Certification Type

Certifications

- African American Business Enterprise (AABE)
- Airport Concessionaire Disadvantaged Business Enterprise (ACDBE)
- Asian American Business Enterprise (ABE)
- Disabled Business Enterprise (DIBE)
- Disadvantaged Business Enterprise (DBE)
- Emerging Small Business Enterprise (ESBE)
- Hispanic American Business Enterprise (HABE)
- Minority Business Enterprise (MBE)
- Native American Business Enterprise (NABE)
- Small Business Enterprise (SBE)
- Veteran Business Enterprise (VBE)
- Women Business Enterprise (WBE)

[Search Again](#)

>> 49 businesses with 153 certifications found <<

Search Results

Click the certification type for contact information and certification details

Vendor	Location	Certification
Aan Garrett-Coleman & Associates, Inc., DBA Coleman & Associates, Inc.	Austin, TX	ESBE SBE WBE
Adams Environmental, Inc.	San Antonio, TX	ESBE SBE
Alex Garza Consulting	San Antonio, TX	ESBE HABE MBE SBE
Area 63 Lawncare	San Antonio, TX	ESBE HABE MBE SBE
Asakura Robinson Company, LLC.	Houston, TX	ABE ESBE MBE SBE
Bender, Inc., DBA Bender Wells Clark Design	San Antonio, TX	DBE ESBE SBE WBE
Blue Print Landscape and Design, LLC	San Antonio, TX	ESBE HABE MBE SBE VBE
Carolyn Kelley ASLA Landscape Architect	Austin, TX	ESBE SBE WBE
Carrillo Dean Landscape Architecture, Inc.	Austin, TX	ESBE SBE VBE
Chavez Service Companies, Inc.	Houston, TX	ESBE HABE MBE SBE WBE
Coleman/ TBG Partners, LLC	Austin, TX	ESBE SBE WBE
Coltrane, Fernandez, Zavala Group, LLC	San Antonio, TX	DBE ESBE HABE MBE SBE WBE
Cooper - Lochte Landscape Architecture, LLC	San Antonio, TX	ESBE SBE
Curv Appeal	Selma, TX	ESBE HABE MBE SBE
Daniel Woodroffe Group, DBA dwg.	Austin, TX	ESBE SBE
Dirt Boys Inc.	San Antonio, TX	ESBE

Dixie Watkins III & Associates	San Antonio, TX	SBE ESBE SBE
Effective Water Management, LLC	San Antonio, TX	ESBE SBE
Evergreen Lawn & Landscape	Corpus Christi, TX	ESBE HABE MBE SBE
Facilities Solutions Inc.	San Antonio, TX	ESBE SBE WBE
Fairway Landscape & Nursery, Inc.	San Antonio, TX	DBE HABE MBE SBE VBE
First Choice Lawn Care	Knox, TN	AABE MBE SBE
Grimm's Landscape & Design	San Antonio, TX	ESBE HABE MBE SBE
Hayden & Associates	San Antonio, TX	DBE
J & J Irrigation Systems	Devine, TX	ESBE HABE MBE SBE
J.E. Rodriguez Enterprises, LLC, DBA John's Landscaping	San Antonio, TX	ESBE HABE MBE SBE
Kudela & Weinheimer, L.P.	San Antonio, TX	SBE
Laffoon Associates	San Antonio, TX	ESBE SBE
Lauren Griffith Inc., DBA Lauren Griffith Associates, Inc.	San Antonio, TX	SBE WBE
Leonard Technical Services, Inc.	Forth Worth, TX	AABE ESBE MBE SBE
Llewelyn-Davies Sahni, Inc.	Houston, TX	ABE MBE SBE
M2L Associates, Inc.	Houston, TX	SBE WBE
Maldonado Landscape & Irrigation, Ltd.	New Braunfels, TX	HABE MBE SBE
Mask Landscape Architecture, LLC	San Antonio, TX	ESBE SBE
Moore Iacofano Goltsman, Inc, DBA MIG, Inc.	Berkeley, CA	WBE
MP Studio	San Antonio, TX	ESBE HABE MBE SBE
MWM DesignGroup, Inc., DBA Martinez, Wright & Mendez, Inc.	Austin, TX	SBE WBE
Palos & Guzman Services, Inc,	San Antonio, TX	DBE

DBA Mundo Verde Irrigation & Landscaping		ESBE HABE MBE SBE
QLC- Plus Landscaping & Construction Coordinator	San Antonio, TX	ESBE HABE MBE SBE
R & H Land Designs, Inc	San Antonio, TX	ESBE HABE MBE SBE VBE
Rialto Studio, Inc.	San Antonio, TX	SBE
Roger's Gardens, LLC	San Antonio, TX	DBE ESBE HABE MBE SBE
Southern Rain Irrigation	Adkins, TX	ESBE SBE WBE
Ten Eyck Landscape Architects, Inc.	Austin, TX	ESBE SBE WBE
Terra Design Group, Inc.	San Antonio, TX	ESBE SBE
The Grass is Greener...Landscape, Inc.	San Antonio, TX	ESBE SBE WBE
Toole Design Group, LLC	Silver Spring, MD	SBE WBE
Tree Doctor, Inc.	Comfort, TX	ESBE SBE
Works of Art Irrigation & Landscape Services, LLC	San Antonio, TX	ESBE HABE MBE SBE

SCTRCA - 3201 Cherry Ridge St., Building C-319, San Antonio, TX 78230 (210) 227-4RCA (4722) (210) 227-5712 (Fax)

Martin Salazar

From: Martin Salazar
Sent: Thursday, December 12, 2013 3:08 PM
To: 'nikki@thegrassisgreenerlandscape.com'
Subject: FW: COSA- ROW, MEDIANS and Buyouts
Attachments: ITB -San Antonio Subcontractor Utilization Plan listing.doc



Good Afternoon. I wanted to extend an invitation to your company to bid this project with us. Please let me know, Thank you.

MARTIN L. SALAZAR

Regional Business Development Manager

Maldonado Nursery & Landscaping, Inc.

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Ph: (210) 559-4935 Fax (210) 599-9736

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To provide unparalleled customer service and a superior product at a fair price.

Never compromising God's principles or our strong work ethics in the process.

Striving to maintain a workplace where all employees obtain their full potential and are content doing so.

Martin Salazar

From: Martin Salazar
Sent: Thursday, December 12, 2013 3:07 PM
To: 'John@johnlandscaping.com'
Subject: FW: COSA- ROW, MEDIANS and Buyouts
Attachments: ITB -San Antonio Subcontractor Utilization Plan listing.doc

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Martin Salazar

From: Martin Salazar
Sent: Thursday, December 12, 2013 3:03 PM
To: 'coachbpr@sbcglobal.net'
Subject: FW: COSA- ROW, MEDIANS and Buyouts
Attachments: ITB -San Antonio Subcontractor Utilization Plan listing.doc

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Martin Salazar

From: Martin Salazar
Sent: Thursday, December 12, 2013 2:57 PM
To: 'lazavala@cfzgroup.com'
Subject: FW: COSA- ROW, MEDIANS and Buyouts
Attachments: ITB -San Antonio Subcontractor Utilization Plan listing.doc

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Martin Salazar

From: Martin Salazar
Sent: Thursday, December 12, 2013 11:57 AM
To: 'atrejo1212@sbcglobal.net'
Subject: COSA PROJECT

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Martin Salazar

From: Martin Salazar
Sent: Thursday, December 12, 2013 11:53 AM
To: 'chris@area63lawncare.com'
Cc: Martin Salazar
Subject: FW: COSA- ROW, MEDIANS and Buyouts
Attachments: ITB -San Antonio Subcontractor Utilization Plan listing.doc

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Martin Salazar

From: Martin Salazar
Sent: Thursday, December 12, 2013 11:52 AM
To: 'epg@finisa.com'
Subject: COSA- ROW, MEDIANS and Buyouts
Attachments: ITB -San Antonio Subcontractor Utilization Plan listing.doc

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