

**BEXAR APPRAISAL DISTRICT**  
**Michael A. Amezcua, Chief Appraiser**

P.O. Box 830248  
San Antonio, Texas 78283-0248  
Telephone: 210-242-8511  
Facsimile: 210-242-2453

Date: **August 31, 2021**

Bid No: LASER2021

**INVITATION TO BID**

The Bexar Appraisal District (“District”) is requesting bids for turnkey Laser Printing and Mailing Services. Bids are to be submitted on the accompanying Bid Form in accordance with this Invitation and the accompanying Instructions to Bidders.

**TYPE OF BID:** Unit

**BID DOCUMENTS.** Proposal Documents may be obtained on publicpurchase.com or on the District’s website www.bcad.org

**SUBMISSION AND OPENING OF BIDS:** All bids must be (1) delivered in person; (2) by first-class United States mail certified; or (3) receipted delivery service. Bids received by oral, telephonic, facsimile, or other electronic means are invalid and will not receive consideration. All documents required to be submitted as set forth in the Bid Form and in the Instructions to Bidders shall be enclosed in a sealed, opaque envelope marked “Sealed Bid Enclosed” addressed as specified below and identified as a bid for Laser Printing and Mailing Services, Bid No. LASER2021. All bids must be delivered to the District at the following address:

*Bexar Appraisal District  
411 N. Frio  
San Antonio, Texas 78207  
Attn: Crystal Khantharoth*

Bids will be received at the District office until **10:00** a.m. on **October 12, 2021**. At such time, all bids timely received shall be publicly opened and read aloud. Each bidder shall assume full responsibility for timely delivery of its bid to the location designated for receipt of bids. Bids received after the date and time for receipt of bids will not receive consideration and will be returned unopened.

**ACCEPTANCE AND/OR REJECTION OF BIDS.** The Chief Appraiser of the Bexar Appraisal District may reject any and/or all bids, and waive any formalities in bidding. The District intends to award the bid to the most responsible and responsive Bidder based on several weighted factors. (See item # 8 in the instructions to Bidder.) In determining to whom to award the bid, the District may consider all relevant factors and circumstances, which the law allows to be considered.

**SCHEDULE OF BID DOCUMENTS.** The Bid Documents for this Bid are as follows:

- a. Invitation to Bidders
- b. Instructions to Bidders
- c. Bid Form (with attached Schedules)
- d. General Conditions and Specifications (with attached Exhibits)

## **INSTRUCTIONS TO BIDDERS**

1. **BID DOCUMENTS:** The Bid Documents shall include the Invitation to Bidders, these Instructions to Bidders, the Bid Form (including all Schedules thereto), the General Conditions and Specifications, the Contract Documents (as defined below), and any other sample bidding and contract forms referred to herein. The Contract Documents shall consist of the Contract between the District and the successful bidder, in form acceptable to the District and all Addenda issued with respect to any of the Contract Documents prior to the execution of the Contract.

2. **INTERPRETATIONS, CHANGES AND SUBSTITUTIONS:** Each bidder shall carefully study and compare the Bid Documents with one another; and promptly report to the District any suspected errors, inconsistencies or ambiguities. Bidders may only request clarification or interpretation of Bid Documents in writing, which request must be received by the District on or prior to October 1, 2021. The District may accept or reject any request for substitution in its sole discretion.

Interpretations, corrections, and/or changes of or to the Bid Documents will be made by written Addendum issued by the District. Any interpretations, corrections or changes of or to the Bid Documents made in any other manner will not be binding upon the District, and bidders may not rely thereon. Addenda will be mailed or faxed to all persons known by the District to have received a complete set of Bid Documents, and will be mailed to each bidder at the address furnished by such bidder to the District for such purposes. In addition, copies of Addenda will be made available for inspection at the District's office and on the District's website at [www.bcad.org](http://www.bcad.org). No Addenda will be issued later than three (3) days prior to the last date for submission of bids, except an Addendum withdrawing the request for bids or which includes postponement of the date for receipt of bids. Each bidder shall acknowledge the receipt of all Addenda issued in its bid. Failure of a bidder to receive any such Addenda shall not relieve the bidder from any obligation under its bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

3. **FORM OF BID:** Bids shall be submitted on the prescribed form included in the Bid Documents. All blanks on the Bid Form shall be completed, in ink or typewritten, with sums expressed in both words and figures. In case of discrepancy between the words and the figures, the amount written in words shall govern. Each copy of the Bid Form shall include the legal name of the bidder and shall indicate whether the bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy of the Bid Form shall be signed by the person or persons legally authorized to bind the bidder. A bid by a corporation or other entity shall include the state of incorporation or organization of the bidder, evidence of registration to do business in Texas and reasonable evidence of the authority of the person signing the bid to bind the corporation or other entity. Each bidder shall complete, execute and deliver (as applicable) with its bid, as part of the Bid Form included with the Bid Documents, the following:

(a) **FINANCIAL INTERESTS:** Bidders will certify to the District any known financial interest of any member of the Board of Directors or District Staff, to be identified on and attached to the Bid Form as Schedule 1.

(b) **REFERENCES:** At least three (3) references from business organizations to whom the bidder has provided laser printing and mailing services within the last three (3) years, similar to the type and quantity specified herein. The references shall include the company name, address, contact person, telephone, facsimile number and e-mail address, and a description of the scope, type and dollar amount of the services provided.

(c) **STATEMENT FROM INSURERS:** All bidders shall furnish to the District a statement from their insurers that if awarded, the District will be provided with certificates evidencing all the required insurance types and levels, none of which shall be cancelled, altered or renewed until after thirty (30) days advance written notice received by the Chief Appraiser of the District.

(d) **PAYMENT TERMS AND DISCOUNTS:** All bidders shall furnish a statement describing all payment terms and prompt payment discounts.

The above items are required by the District to adequately evaluate the bidder's qualifications. Failure of the bidder to deliver any such items with its bid shall constitute a basis for rejection of the bid by the District.

4. **SUBMISSION OF BID:** All bids must be (1) delivered in person; (2) by first-class United States mail certified and return receipt requested; or (3) receipted delivery service. Bids received by oral, telephonic, facsimile, or other electronic means are invalid and will not receive consideration. All documents required to be submitted as set forth in the Bid Form and in the Instructions to Bidders shall be enclosed in a sealed, opaque envelope, marked "Sealed Bid Enclosed" addressed as specified below and identified as a bid for Laser Printing and Mailing Services Bid No. LASER2021. All bids must be delivered to the District at the following address:

***Bexar Appraisal District  
411 N. Frio  
San Antonio, Texas 78207  
Attn: Crystal Khantharoth***

Bids will be received at the District office until **10:00** a.m. on **October 12, 2021**. At such time, all bids timely received shall be publicly opened and read aloud. Each bidder shall assume full responsibility for timely delivery of its bid to the location designated for receipt of bids. Bids received after the date and time for receipt of bids will not receive consideration and will be returned unopened.

5. **BID WARRANTY:** By submitting a bid, the bidder warrants and represents to the District that (i) the bidder has prior experience on contracts of the same or similar type, nature and class as this bid; (ii) the bidder has read and understands the Bid Documents and the Contract Documents; (iii) the bid is made in accordance with the Bid Documents; and (iv) the bidder has satisfied itself as to the nature of the work and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the work and the general and local conditions and other items which may in any way affect the work or its performance. The bidder understands and accepts the difficulties and costs associated with the work and the potential delays, disruptions in work and costs associated therewith and has included such considerations in its work schedule and the bid amount.

6. **MODIFICATION AND WITHDRAWAL OF BIDS:** Prior to the last date specified for submission of bids, a bid may be modified or withdrawn by notice to the District at the place designated for receipt of bids. Such notice shall be in writing and executed by the bidder, or by facsimile, telegram, or other similar electronic means. If by facsimile or other similar electronic means, written confirmation executed by the bidder shall be mailed and postmarked on or before the stated time set for receipt of bids. Any modification shall be worded so as not to reveal the amount of the original bid. Any bid withdrawn may be resubmitted within the time designated for the submission of bids. Except as expressly provided herein, no bid may be modified, withdrawn, or cancelled by a bidder for a period of sixty (60) days after the last date specified for receipt of bids.

7. **CLARIFICATION OF IFB:** The bidders must submit all questions concerning this IFB in writing to Sarah Yanez as listed below and not to any other person at the District or questions can be submitted to <http://publicpurchase.com/>. The District will determine whether any addenda should be issued as a result of any questions raised. Responses to combined bidder questions shall be mailed to the address submitted at the time of IFB pick-up or listed on <http://www.publicpurchase.com/>.

**Sarah Yanez  
411 N. Frio  
San Antonio, Texas 78207  
FAX 210-242-2453  
syanez@bcad.org**

8. **ACCEPTANCE AND/OR REJECTION OF BIDS:** The District may request from a bidder a written interpretation of any term or statement in a bid that is or appears unclear or subject to more than one interpretation, and may act upon such written interpretation. The District shall have the right to reject all bids; to reject a bid not accompanied by the required bid documents; to reject a bid that is in any way incomplete, irregular or nonconforming; or to reject a bid which may otherwise be legally rejected for any reason. The District may waive any formality in any bid to the fullest extent permitted by applicable law.

Unless the District rejects all bids, the District intends to award the Contract by means of competitive bidding at the bid amount submitted by the lowest responsible and responsive bidder. Prompt payment discounts will be considered in determining the lowest bid, provided that the period during the discount is sufficient to permit payment by the District within the regular course of business (i.e., at least ten (10) calendar days.) The District may consider all relevant factors and circumstances which the law allows to be considered in determining to whom to award the bid.

Each bidder shall furnish to the District all such information and data reasonably requested by the District to help it in determining the bidder’s qualifications. A decision regarding determination of the successful bidder will be made by the District as soon as practical.

The District appreciates the time and effort required to submit a bid. However, the District shall not be liable for any costs incurred by any bidder in preparing the bid. Each bidder hereby waives to the fullest extent permitted by law all claims against the District for expenses incurred in connection with the preparation and submission of any bid.

9. **AWARD OF CONTRACT:** Time is of the essence, and the award of the Contract to the successful bidder is expressly conditioned upon (i) the bidder’s execution and delivery of the Contract Documents within ten (10) calendar days after the successful bidder is notified of the acceptance of its bid, and (ii) the bidder’s timely fulfillment of any and all other conditions expressly set forth in the Contract Documents. Should the bidder fail to timely execute and deliver the Contract Documents, or fail to timely fulfill any other conditions to the Contract Documents and the commencement of the work, the District may, at its option and discretion, without releasing, impairing or affecting its right to receive the bid security, rescind the award and thereafter award the Contract to another bidder, or may reject all bids. There will be no contractual obligation on the part of the District to any bidder, nor will any bidder have any property interest or other right in the Contract or work being bid, unless and until the Contract Documents are unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the bidder have either been so fulfilled by the bidder or waived in writing by the District.

10. **BASIS OF SELECTION:** The District will evaluate proposals and will make a selection of the basis of:

		<b>Weight</b>
<b>A.</b>	<b>The Vendors plan to provide the District with all Services described in the General Conditions and Specifications</b>	<b>30</b>
<b>B.</b>	<b>The Vendors experience in providing services complying with the requirements of this Request for Proposal</b>	<b>30</b>
<b>C.</b>	<b>The Vendor’s references from clients which are comparable to the District</b>	<b>20</b>
<b>D.</b>	<b>The contractual terms which would govern the relationship between the District and the selected Vendor</b>	<b>10</b>
<b>E.</b>	<b>Any other factors relevant to the Vendor’s capacity and willingness to satisfy the District.</b>	<b>10</b>
	<i><b>Total</b></i>	<b>100</b>

# BID FORM

OF: Name of Bidder & Address:

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TO: Bexar Appraisal District  
 411 N. Frio  
 San Antonio, Texas 78207

FOR: Laser Printing and Mailing Services  
 Bid No. LASER2021

The Bidder named herein (“Bidder”), in compliance with the Invitation to Bidders and Instructions to Bidders for the Laser Printing & Mailing Services, Bid No. LASER2021 for the Bexar Appraisal District, San Antonio, Texas (“District”), having carefully examined the Contract Documents (as such term is defined in the Instructions to Bidders), hereby offers to enter into a contract to provide Laser Printing & Mailing Services in accordance with the Contract Documents, for the time set forth herein, and at the prices stated herein. The Bidder fully understands the intent and purpose of the Contract Documents and the conditions of bidding as set forth herein and in the Invitation to Bidders and the Instructions to Bidders. The Bidder hereby covenants and agrees that claims for additional compensation or extensions of time because of Bidder’s failure to familiarize itself with the Contract Documents or any condition which might affect the work will not be allowed.

1. **Bid Amount:** The Bidder agrees to provide the Services for the District as described in the Contract Documents, for the total sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_). In case of a difference in written words and figures in this Bid Form, the amount stated in written words shall govern. **The Bid Amount includes all costs in connection with the Services to be performed by Bidder, including, but not limited to supplies and materials, equipment, insurance, labor, supervision, overhead and profit.**

**Detail Bids:**

<u>DESCRIPTION</u>	<u>TOTAL UNIT COST</u>	<u>TOTAL COST</u>
a. Personal Property Renditions	\$ _____	\$ _____
b. Valuation Notices – Real/Personal	\$ _____	\$ _____
c. Homestead Qualification Notices	\$ _____	\$ _____
d. Post Cards – Senate Bill 2	\$ _____	\$ _____

Total Cost: \_\_\_\_\_

- 2. **Hours of Performance:** The Services will be performed to meet deadlines established by District.
- 3. **Representations:** By execution and submission of this Bid, the Bidder hereby represents and warrants to the District as follows:
  - (a) The bidder has prior experience on contracts of the same or similar type, nature and class as the work for the Project.
  - (b) The bidder has read and understands the Bid Documents and the Contract Documents, and this Bid is made in accordance with the Bid Documents.
  - (c) The Bidder has carefully inspected the forms and documents and that from the Bidder's own investigation, the Bidder has satisfied itself as to the nature and location of the work and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the work and the general and local conditions and other items which may in any way affect the performance of the Services. The Bidder understands and accepts the difficulties and costs associated with the Services and the potential delays, disruptions in work and costs associated therewith and has included such considerations in its work schedule and the bid amount.
  - (d) Bidder has no knowledge of any financial interest in the Bidder or the work contemplated hereunder by any of the Directors or District Staff members identified in Schedule 1 hereto.

4. **SCHEDULES:** The following Schedules are attached to this Bid Form and incorporated herein:

- Schedule 1: Financial Interest Disclosure
- Schedule 2: References
- Schedule 3: Statement from Insurers
- Schedule 4: Payment Terms and Discounts
- Schedule 5: HB 89 (2017) Verification Form
- Schedule 6: Senate Bill 13 (2021) Verification Form
- Schedule 7: Senate Bill 19 (2021) Verification Form
- Schedule 8: Detail Bid Costs for Personal Property Renditions
- Schedule 9: Detail Bid Costs for Notice of Appraised Value-Real Property & Personal Property Forms
- Schedule 10: Detail Bid for Postcard Under 26.04 (E)
- Schedule 11: Detail Bid for Homestead Eligibility Notices

BIDDER:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

**SCHEDULE 1**  
**FINANCIAL INTERESTS DISCLOSURE**

Bidder will acknowledge any financial interest with any of the following list of Directors and District staff members.

Mr. John Fisher  
Director  
302 Laramie Dr  
San Antonio, TX 78209

Mr. George Torres  
Director  
8823 Lost Bend  
San Antonio, TX 78240

Ms. Cheri Byrom  
Director  
15660 I.H. 35 South  
Atascosa, TX 78002

Trish DeBerry  
Director  
101 W. Nueva, Suite 1007, 10<sup>th</sup> Floor  
San Antonio, TX 78205

Mr. Albert Uresti  
Director  
P.O. Box 839950  
San Antonio, TX 78283-3950

Mr. Roberto Treviño  
Director  
2106 Broadway  
San Antonio, TX 78215

Mr. Mike Amezcuita  
Chief Appraiser  
411 N. Frio  
San Antonio, TX 78207

Mr. Scott Griscom  
Assistant Chief Appraiser  
411 N. Frio  
San Antonio, TX 78207

Mr. Rogelio Sandoval  
Assistant Chief Appraiser  
411 N. Frio  
San Antonio, TX 78207

Ms. Linda Rodriguez  
Personal Property Director  
411 N. Frio  
San Antonio, TX 78207

Ms. Laura Cantu  
Human Resources Director  
411 N. Frio  
San Antonio, TX 78207

Mr. Mario Mancha  
Commercial Director  
411 N. Frio  
San Antonio, TX 78207

Mr. Tom Allison  
Residential Director  
411 N. Frio  
San Antonio, TX 78207

Ms. Crystal Khantharoth  
Finance Director  
411 N. Frio  
San Antonio, TX 78207

Mr. Paul Thepuatrakul  
Information Systems Director  
411 N. Frio  
San Antonio, TX 78207

Ms. Sarah Yanez  
CIA Director  
411 N. Frio  
San Antonio, TX 78207

Mr. Keith Dailey  
GIS Director  
411 N. Frio  
San Antonio, TX 78207

Mr. Charles Wise  
Litigation Director  
411 N. Frio  
San Antonio, TX 78207

**Signed Acknowledgement:**

**Signature:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_



**SCHEDULE 2**  
**REFERENCES**

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ Email: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Description of Contract (including size & type of service and dollar amount): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ Email: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Description of Contract (including size & type of service and dollar amount): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ Email: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Description of Contract (including size & type of service and dollar amount): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE 3**  
**INSURER'S STATEMENT**

**SCHEDULE 4**  
**STATEMENT OF PAYMENT TERMS AND PROMPT PAYMENT**

**SCHEDULE 5**  
**HB 89 (2017) VERIFICATION FORM**



**House Bill 89 (2017) Verification Form**

I, \_\_\_\_\_, the undersigned representative of  
(Name)

\_\_\_\_\_, (hereafter referred to as Company)  
(Company)

**being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the Company has with the Bexar Appraisal District.**

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

**SCHEDULE 6**  
**SB 13 (2021) VERIFICATION FORM**



**Senate Bill 13 (2021) Verification Form**

I, \_\_\_\_\_, the undersigned representative of  
(Name)

\_\_\_\_\_, (hereafter referred to as Company)  
(Company)

**being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809:**

- 1. Does not boycott certain energy companies currently; and**
- 2. Will not boycott certain energy companies during the term of the contract the Company has with the Bexar Appraisal District.**

*Pursuant to Section 809.001, Texas Government Code:*

- 1. "Boycott energy company" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

**SCHEDULE 7**  
**SB 19 (2021) VERIFICATION FORM**



**Senate Bill 19 (2021) Verification Form**

I, \_\_\_\_\_, the undersigned representative of  
(Name)

\_\_\_\_\_, (hereafter referred to as Company)

(Company)

being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274:

1. Does not discriminate against the firearm or ammunition industries; and
2. Will not discriminate against the firearm or ammunition industries during the term of the contract the Company has with the Bexar Appraisal District.

*Pursuant to Section 2274.001, Texas Government Code:*

1. *“Discriminate against a firearm entity or firearm trade association” means with respect to the entity or association to: refuse to engage in the trade of any goods or services with the entity or association bases solely on its status as a firearm entity or firearm trade association; refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and does not include: the established policies of a merchant, retail seller or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.*
2. *“Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exist to make a profit. The term does not include a sole proprietorship.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

**LASER PRINTING**  
**PROPOSED SCHEDULE**

August 31, 2021	Board of Directors advised of bid.
September 5, 2021	First newspaper publication of invitation to bid.
August 31, 2021	Issue Invitation to Bid
September 12, 2021	Second newspaper publication of invitation to bid.
October 1, 2021	Deadline for bidders to submit all questions in writing to the District by 5:00 p.m.
October 8, 2021	All bidders mailed/faxed a copy of any written questions received and the District's responses
October 12, 2021	Deadline for acceptance of bids; bid must be received by 10:00 a.m. Bids will be open and read aloud promptly at 10:00 a.m.
October 18, 2021	Board consideration of award of contract (anticipated date)
November 2, 2021	Contract by Chief Appraiser
November 3, 2021	Provide selected bidder a facsimile of all forms required for production in appraisal year 2022.
November 12, 2021	Turnover to selected bidder all forms, form envelopes and items currently owned and used by the District.
November 16, 2021	Last date bid remains binding if contract is not signed.
December 1, 2021	Start of bidder contract period.

## **I. GENERAL CONDITIONS AND SPECIFICATIONS**

### **A. GENERAL**

- (1) The Bexar Appraisal District notifies property owners in Bexar County at least once a year concerning his/her property. This generates approximately 650,000 real/personal property value notices, 50,000 personal property renditions, 700,000 postcards, and 90,000 Homestead Qualification letters. These forms are created using laser printing methods. Forms design overlays, printing, collating, sorting, pulling and mailing are the present tasks performed by the bidder.
- (2) The Bexar Appraisal District presently contracts with *Variverge* for laser printing of forms and documents and turn-key processing to delivery at the post office.
- (3) The District is a political subdivision of the State of Texas, and is subject to certain public access and disclosure requirements, including, without limitation, the Texas Open Information Act.
- (4) The District's authority to make payments under any contract shall be conditioned upon appropriation to the District by the participating taxing units of funds sufficient for such purpose. If sufficient funds are not appropriated, the District may terminate this contract as of the first (1<sup>st</sup>) day of the next fiscal year of the District with respect to which sufficient funds are not made available.
- (5) The District is exempt from the limited sales, excise and use tax imposed by Chapter 151 of the Texas Tax Code.

### **B. QUANTITIES**

Vendor acknowledges that the quantities specified herein for each type of form are estimates only. The District reserves the right to increase or decrease the number of items called for in any category of the bid form.

### **C. ABANDONMENT OR DEFAULT**

- (1) A vendor who abandons or defaults the work on the contract and causes the District to purchase the Services elsewhere will not be considered in the re-advertisement of the service and may not be considered in future bids for the same type of work.
- (2) If the vendor defaults hereunder, the District reserves the right to cancel the contract without notice and either re-bid or re-award the contract to the next lowest responsive and responsible bidder.

### **D. INSURANCE**

- (1) Within three (3) business days after notification of acceptance of bid and prior to commencement of the Services, Vendor must submit to the District insurance certificates meeting all of the following requirements:

The Vendor shall maintain, for the duration of the contract and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Texas, in the following types of amount:



(i) Worker's Compensation and Texas Employer's Liability including a waiver of subrogation in favor of the District

(ii) Workers Compensation – Statutory

In lieu of Texas Workers Compensation Coverage, firms may present evidence of an acceptable insurance plan which provides coverage for their employees.

(iii) Commercial General (Public) Liability

Minimum Bodily Injury limits of \$500,000 for each occurrence

Minimum Property Damage limits of \$500,000 for each occurrence

(iv) Comprehensive Automobile Liability

Combined Single Limit for Bodily Injury and Property for Owned, Non-Owned, and Hired Combined Single Limit

Damage: \$500,000 per occurrence.

(2) Insurance shall be written by companies licensed to transact business in the State of Texas and acceptable to the District. All bidders shall furnish to the District with a statement from their insurers that if awarded, the District will be provided with certificates evidencing all the required insurance types and levels, none of which shall be cancelled, altered or renewed until after thirty (30) days advance written notice received by the Chief Appraiser of the District.

(3) The District shall be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

## **E. INDEPENDENT CONTRACTOR**

The District is contracting with the successful bidder as an independent contractor. The District 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 the successful bidder and the successful bidder has no authority to bind the District.

## **F. INDEMNITY**

(1) Vendor shall covenant and agree to FULLY INDEMNIFY and HOLD HARMLESS, the DISTRICT and the elected officials, employees, officers, directors, and representatives of the DISTRICT, individually or 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 injury or death and property damage, made upon the DISTRICT, directly or indirectly arising out of resulting from or related to VENDOR'S activities under the CONTRACT, 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 or

performance of the rights or duties under the CONTRACT, all without, however, waiving any governmental immunity available to the DISTRICT under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of the INDEMNIFICATION are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall promptly advise the DISTRICT in writing of any claim or demand against the DISTRICT or VENDOR known to VENDOR related to or arising out of VENDOR'S activities under the CONTRACT and shall see to the investigation and defense of such claim or demand at VENDOR'S cost. The DISTRICT 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.

- (2) The INDEMNITY provided is an INDEMNITY extended by VENDOR to INDEMNIFY, PROTECT and HOLD HARMLESS the DISTRICT from consequences of the DISTRICT'S OWN NEGLIGENCE, provided however, that the INDEMNITY SHALL APPLY only when the NEGLIGENT ACT of the DISTRICT is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the DISTRICT is the sole cause of the resultant injury, death, or damage. VENDOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE DISTRICT AND IN THE NAME OF THE DISTRICT, any claim or litigation brought against the DISTRICT and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which the INDEMNITY shall apply.

#### **G. CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders will be made in writing and signed by the Chief Appraiser of the District.

#### **H. ASSIGNMENT**

Vendor shall not sell, assign, transfer or convey the contract in whole or in part, without the prior written consent of the District.

## II. REQUIREMENTS

- a. District provides data on (variable & fixed) FTP.
- b. Vendor must include folding, sorting and mailing to be done at vendor's place of business.
- c. All documents must be printed on the laser printer and will be cut sheet.
- d. Each form is assigned a specific title and index number for ease of invoice auditing. The index number is designed to prevent using the wrong form.
- e. The vendor will be required to contact the postal representative to ensure that all forms and envelopes meet all post office regulations and requirements.
- f. An inventory of all forms overlays and envelopes held by the vendor should be provided on a monthly basis to the Appraisal District.
- g. The variable data will generally be in account number sequence.
- h. Vendor must CASS certify and process mail through PAVE.
- i. All Bexar Appraisal District mail must be sent first class except certified as requested. Vendor must bundle wherever possible to receive bulk rates. Bexar Appraisal District mail may **NOT** be bundled with vendor's other customers.
- j. **Vendor must provide District with proof of mailing by faxing round date stamped post office statement of mailing form 3600-R.**
- k. The vendor will:
  - i. Take the printed forms produced on the laser printer and fold, insert into mailing envelopes with return envelopes (if required), seal and place postage on the envelopes.
  - ii. Put into mailing trays arranged and labeled according to Post Office presorted zip code mailing procedures to obtain the lower pre-sorted zip code mailing rate.
  - iii. Deliver items to Post Office and accept some form of receipt that mail has been received and processed by the Post Office.
- l. Cost of postage will be provided by the District.
- m. Vendor shall furnish proof of all forms and documents to the District for approval prior to printing. Vendor shall correct any errors or omissions noted and return to the District for final approval. In the event any errors are noted after final approval by the District and after subsequent printing of documents by the vendor, such errors or omissions shall be the responsibility of Bexar Appraisal District and any costs associated with any corrections shall be negotiated and an equitable adjustment made.
- n. Vendor will print blank (fixed data printing only and without variable data printed on it) forms for use by the District upon request.

- o. If the vendor fails to accomplish the job according to the final approved specifications, they will re-accomplish the job at no cost to the District.
- p. Vendor needs to include minimum monthly cut-off fee.
- q. The District has some jobs that are continuous. Vendor must specify the minimum quantity they would process for those jobs. The first run is usually the largest with subsequent small runs.
- r. Vendor must have a forms designer on staff.
- s. Electronic pdf file of all printed notices may be requested at time of printing.

## SCHEDULE OF ITEMS/SERVICES FOR 2022

EXHIBIT LTR.	PRINTING TYPE:	DATE	ESTIMATED QUANTITY PER SHEET	DUPLEX	MULTI- PAGE FORM
A.	Renditions - Personal Property (Schedule 8) 1. Commercial Personal Property Rendition / Long Form (50,000 Parcel Mailings) (General Information insert)	January 2022	100,000	Yes	Yes
B.	Notice of Appraised Value - Real and Personal (Schedule 9) 1. Real Property and Personal Property Notice of Appraised Value <ul style="list-style-type: none"> <li>• Protest form (2<sup>nd</sup> page)</li> <li>• Comptroller's Taxpayer Remedies (3<sup>rd</sup> &amp; 4<sup>th</sup> page)</li> <li>• Exemption Descriptions List as required by the Tax Code (5<sup>th</sup> page)</li> <li>• Instructions for on-line appeals (6<sup>th</sup> page)</li> </ul> (note: an insert may be added as situations arise)	April 2022	650,000	Yes	Yes
C.	Postcard required by Senate Bill 2 – Tax Code 26.04 (e) – 1 side is color (Schedule 10)	August 2022	700,000	Yes	
D.	Homestead Eligibility notices (1 page – 2 <sup>nd</sup> side blank) (Schedule 11) With attached Homestead Exemption application (duplex)	Between June and Sept 2022	90,000	Yes	Yes

**SCHEDULE 8**  
**BID FOR PERSONAL PROPERTY RENDITIONS:**

Estimated total quantity is:		<b>Images (I) -8</b>			<b>Pages (P) -4</b>
Total Rendition Mailings: <b><u>50,000</u></b>		<b><u>400,000</u></b>			<b><u>200,000</u></b>
Cost	<u>Quantities</u>	<u>Unit Cost</u>	<u>Check One</u>		<u>Total Cost</u>
			<u>I</u>	<u>P</u>	
Cost of conversion	_____	N/A	_____	_____	_____
Cost of form creation	_____	N/A	_____	_____	_____
Cost of #10 window envelope	_____	_____	_____	_____	_____
Cost of #9 white w/blue stripe return envelope	_____	_____	_____	_____	_____
Cost of Paper	_____	_____	_____	_____	_____
Cost of:					
Flats	_____	_____	_____	_____	_____
Folding & Inserting (Rendering)	_____	_____	_____	_____	_____
Printing fixed data/variable data	_____	_____	_____	_____	_____
Presort	_____	_____	_____	_____	_____
Bar Coding	_____	_____	_____	_____	_____
Other Costs: _____	_____	_____	_____	_____	_____
Other Costs: _____	_____	_____	_____	_____	_____
Other Costs: _____	_____	_____	_____	_____	_____
TOTAL	_____	_____	_____	_____	_____

**A. PERSONAL PROPERTY MULTIPLE RENDITION FORMS SPECIFICATIONS:**

1. **Objective:** The Bexar Appraisal District sends a rendition form to every person, firm, company, co-partnership, association, and corporation doing business in Bexar County that has taxable commercial personal property on January 1 of each year.
2. **General:** The contractor prepares samples for review by Bexar Appraisal office personnel from FTP provided by the Appraisal District's computer center. After correction and approval of the samples by the District, contractor shall:
  - a. Prepare rendition forms
    - (i) Stuff renditions, general information inserts and return envelopes into mailing envelopes.
    - (ii) Seal envelopes, apply postage, and place in the U.S. Mail by zip code + 4 using prescribed Post Office procedures to ensure that the lower postal rate for mail pre-sorted by zip-code + 4 is obtained.
3. **Formats:** Three different types:
  - a. Rendition forms are variable to accommodate different types of property with shaded areas, duplex, black ink, bold print, variable font size, and bar coding.
  - b. Number of pages is variable depending on the length of asset listing per business.
  - c. Each page of the rendition will have the account number printed and bar-coded.
  - d. Variable data will be generated to complete the boxes and/or listing of data. All variable data must be aligned to fit within the boundaries of the appropriate square. The variable mailing address must be visible through a window envelope.
4. **Envelopes:** Envelopes are to be provided by the contractor.
  - a. Mailing envelope. A special window envelope with return address is required to accommodate the position of the name and address on the rendition.
  - b. Return envelope with return address and Post Office bar code. Reminders to the taxpayer and a space to indicate a change of address are to be printed on the front of the envelope. The return envelope should be # 9 white with blue stripe.
5. **Procedures:**
  - a. Sample forms and register. After contract award, test FPT will be provided to the contractor by the District's Information Systems staff. The contractor will coordinate tape specifications, format, and special notice controls, and laser system programming requirements with the District's Information Systems services.
  - b. From the FTP, the contractor will prepare sample renditions for approval by the District.
  - c. Number of renditions.







## B. NOTICE OF APPRAISED VALUE - SPECIFICATIONS

### B1. Notice of Appraised Value - Real Property

1. **Objective:** The Bexar Appraisal District is required by Statute (*Property Tax Code Sec. 25.19*) to notify property owners of the appraised value of his property if:
  - a. the appraised value of the property is at least \$1,000 greater than it was in the preceding year;
  - b. the appraised value of the property is higher than the value rendered;
  - c. the property was not on the appraisal roll in the preceding year;
  - d. the property owner purchased the property in the preceding year.

The form is designed to meet the special requirements of the property tax code. The form is 6 pages. All pages are duplexed. Page 1 contains value information and has fixed and variable data. The reverse side is the protest form. Both forms have fixed and variable data. Page 3 contains variable information informing taxpayers of the possibility of filing an appeal online. The reverse side is a fixed list of Exemption definitions. Page 5 & 6 contain the Taxpayer's Rights and Remedies as prescribed by the Texas Comptroller. This is a fixed form. All forms are subject to revisions due to changes in Property Tax Code.

2. **General:** The contractor will work with the Appraisal District on form design. This will include producing a proof of all fixed data. The form will then be tested with a FTP provided by the Appraisal District to print variable data. The contractor will review for proper alignment. The form will also be tested for proper folding and stuffing to insure the mailing address is viewable through the window envelope. After corrections and approval of the form, the contractor shall:
  - a. Print all forms;
  - b. Seal envelopes and deliver to Post Office meeting requirements of U.S. Postal Service.
3. **Notice of Appraised Value Format:** The notice consists of fixed data that includes boxed-in items, variable font size, bold print, shaded areas, and may include barcodes.
4. **Variable Data Formats:** Variable data will be generated to complete the boxes on each of the notices. Format is the same on each form. FTP will be sent that clearly indicate which notice is to be used. All variable data must be aligned to fit within the boundaries of the appropriate square. The variable data in the mailing address must be visible through a window envelope.

The notice of protest on the second page will contain variable data in account number field as well as Owner & Mailing Address and Legal Description boxes.
5. **Inserts with Notice:** Taxpayer Rights, Remedies, and Responsibilities. Also, an insert informing taxpayer of the possibility of filing an appeal on-line & an Exemption Description list.
6. **Notice of Paper:** Regular bond.
7. **Ink:** Heat resistant black ink.
8. **Envelopes:** Envelopes are to be provided by the contractor.
  - a. Mailing envelopes - number 10 window envelope, with Bexar Appraisal District return address.

9. **Procedures:**

- a. Appraisal District may provide forms in Electronic Format; if not, forms will be designed with coordination of contractor.
- b. Tests will be run in coordination with Bexar Appraisal District Information Systems Staff.
- c. Records personnel will be called after printing of live data to inspect for proper forms use.
- e. Number of Notices - There will be numerous mail outs starting in April 2022.
  - (1) First mail out Notice - April 1<sup>st</sup> with approximately 650,000 notices,
  - (2) Notices run after April 15<sup>th</sup>, will have a 30-day deadline for protest; therefore, mailing must be accomplished the next day after printing.



**C. POSTCARD UNDER 26.04 - SPECIFICATIONS**

**C1. Post card under Texas Property Code 26.04(e) – Senate Bill 2**

1. **Objective:** The Bexar Appraisal District is required by Statute (*Property Tax Code Sec. 26.04 (e)*) by August 7<sup>th</sup>, to deliver by mail to each owner of property located in the appraisal district that the estimated amount of taxes to be imposed on the owner’s property by each taxing unit in which the property is located may be found in the property tax database maintained by the appraisal district under Section 26.17. The notice must include:
  - a. a statement directing the property owner to an Internet website from which the owner may access information related to the actions taken or proposed to be taken by each taxing unit in which the property is located that may affect the taxes imposed on the owner’s property;
  - b. a statement that the property owner may request from the county assessor-collector for the county in which the property is located or, if the county assessor-collector does not assess taxes for the county, the person who assesses taxes for the county under Section 6.24(b), contact information for assessor for each taxing unit in which the property is located, who must provide the information described by Section 26.04 to the owner on request; and
  - c. the name, address, and telephone number of the county assessor-collector for the county in which the property is located or, if the county assessor-collector does not assess taxes for the county, the person who assesses taxes for the county under Section 6.24(b).

The postcard is designed to meet the special requirements of the property tax code. The postcard is 2 sided. Page 1 contains a color photo and heading. The reverse side is fixed & variable data including the recipient’s address. Postcard subject to revisions due to changes in the Texas Property Tax Code.

2. **General:** The contractor will work with the Appraisal District on form design. This will include producing a proof of all fixed data. The form will then be tested with a FTP provided by the Appraisal District to print variable data. The contractor will review for proper alignment. The form will also be tested for proper folding and stuffing to insure the mailing address is viewable through the window envelope. After corrections and approval of the form, the contractor shall:
  - a. Print all forms/postcards;
  - b. Deliver to Post Office meeting requirements of U.S. Postal Service.
3. **Notice of Paper:** Regular bond; postcard size.
4. **Ink:** Heat resistant black ink.
5. **Procedures:**
  - a. Appraisal District may provide forms in Electronic Format; if not, forms will be designed with coordination of contractor.
  - b. Tests will be run in coordination with Bexar Appraisal District Information Systems Staff.
  - c. Records personnel will be called after printing of live data to inspect for proper forms use.
  - d. Number of Postcards – Estimated one-time mailout in August. No later than August 7<sup>th</sup>. Approximately 600,000 to 700,000 postcards.

**SCHEDULE 11**  
**BID FOR HOMESTEAD ELIGIBILITY NOTICES:**

Estimated total quantity is:		<b>Images (I) -4</b>			<b>Pages (P) -3</b>
Total Mailings: <b><u>90,000</u></b>		<b><u>360,000</u></b>			<b><u>270,000</u></b>
Cost	<u>Quantities</u>	<u>Unit Cost</u>	<u>Check One</u>		<u>Total Cost</u>
			<u>I</u>	<u>P</u>	
Cost of conversion	_____	N/A	_____	_____	_____
Cost of form creation	_____	N/A	_____	_____	_____
Cost of #10 window envelope	_____	_____	_____	_____	_____
Cost of #9 white w/green stripe return envelope	_____	_____	_____	_____	_____
Cost of Paper	_____	_____	_____	_____	_____
Cost of:					
Flats	_____	_____	_____	_____	_____
Folding & Inserting (Rendering)	_____	_____	_____	_____	_____
Printing fixed data/variable data	_____	_____	_____	_____	_____
Presort	_____	_____	_____	_____	_____
Bar Coding	_____	_____	_____	_____	_____
Other Costs: _____	_____	_____	_____	_____	_____
Other Costs: _____	_____	_____	_____	_____	_____
Other Costs: _____	_____	_____	_____	_____	_____
TOTAL	_____	_____	_____	_____	_____

**D. HOMESTEAD ELIGIBILITY NOTICES**

**D1. Notice of Residence Homestead Exemption Eligibility notice under Texas Property Code 25.192**

- Objective:** The Bexar Appraisal District is required by Statute (*Property Tax Code Sec. 25.192*), to annually deliver by mail a notice and exemption application to each owner of a residential property, that does not have a Homestead Exemption on file, and the mailing address of the property is also the address of the owner. The notice must include:

- a. the following statement in boldfaced 18-point type at the top of the first page of the notice: “NOTICE: A residence homestead exemption from ad valorem taxation is NOT currently being allowed on the property listed below. However, our records show that this property may qualify for a residence homestead exemption, will reduce your taxes.”;
- b. following the statement above, the following statement in 12-point type : “According to the records of the appraisal district, the property described in this notice may be your primary residence and may qualify for a residence homestead exemption from ad valorem taxation. If the property is your home, and you occupy it as your primary residence, the property likely qualifies for one or more residence homestead exemptions, which will reduce the amount of taxes imposed on the property. The form needed to apply for a residence homestead exemption is enclosed. Although the form may state the deadline for filing an application for residence homestead exemption is April 30, a late application for a residence homestead exemption will be accepted if filed before February 1, 2022. There is no fee or charge for filing an application or a late application for a residence homestead.” ; and
- c. the notice must be accompanied by an application form for the residence homestead exemption.

The notice is designed to meet the special requirements of the property tax code. The notice is 1 sided with variable information. The reverse side will be blank. Attached will be a 3-page application for Residence Homestead. Notices are subject to revisions due to possible changes in the Texas Property Tax Code.

2. **General:** The contractor will work with the Appraisal District on form design. This will include producing a proof of all fixed data. The form will then be tested with a FTP provided by the Appraisal District to print variable data. The contractor will review for proper alignment. The form will also be tested for proper folding and stuffing to insure the mailing address is viewable through the window envelope. After corrections and approval of the form, the contractor shall:
  - a. Print all forms;
  - b. Deliver to Post Office meeting requirements of U.S. Postal Service.
3. **Notice of Paper:** Regular bond
4. **Ink:** Heat resistant black ink.
5. **Procedures:**
  - a. Appraisal District may provide forms in Electronic Format; if not, forms will be designed with coordination of contractor.
  - b. Tests will be run in coordination with Bexar Appraisal District Information Systems Staff.
  - c. Records personnel will be called after printing of live data to inspect for proper forms use.
  - d. Number of Notices/applications – Estimated one-time mailout in June, July or August.  
Approximately 90,000 notices.

## **EXHIBITS**

**Exhibit A** - Samples of current Laser forms in use by the District.

***NOTE: The Appraisal District may provide these forms in Electronic Format.***

1. Personal Property rendition form.

2. Notice of Appraised Value – with attachments
3. SB2 Postcard
4. Homestead Eligibility Notice – with attachment

**Exhibit B.** - Samples of envelopes (*currently used by the District*).

Envelope Requirements - 2022	
#10 Window	740,000
#9 Green Return	90,000
# 9 Blue Return	50,000



**Laser Printing and Mailing  
Service Agreement**

**THIS SERVICE AGREEMENT** dated this 1st day of December, 2021

**BETWEEN:**

Bexar Appraisal District of 411 N. Frio, San Antonio, Texas, 78207  
(the "Customer")

- AND -

---

(the "Service Provider")

**BACKGROUND:**

The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services in connection with the business of the Customer.

The Service Provider is agreeable to providing such services to the Customer, on the terms and conditions as set out in this Agreement. IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Engagement**

The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of turnkey Laser Printing and Mailing Services for Tax Year 2021 Personal Property Renditions and Valuation Notices (Real & Personal). A copy of BID NO: LASER 2021 is attached as Exhibit A and is incorporated by reference in its entirety as part of this Agreement, including the estimated total cost of services.

**Term of Agreement**

The term of this Agreement will begin on the date that this Agreement is signed by both parties and will remain in full force and effect for a period of 1 year, with the said term being capable of being extended for two years by mutual written agreement of the parties and approval of the District's Board of Directors and of being terminated by the Customer for material breach of this Agreement with 30 days written notice from the Customer to the Service Provider.

**Performance**

Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Business personal property renditions, according to specifications approved by the Customer prior to mailing, are required to be mailed no later than January 31, 2022. Notices of appraised value, according to specifications approved by the Customer prior to mailing, are required to be mailed no later than April 15, 2022 for the initial group of notices provided by the Customer. Additional notices are required to be mailed within five days of receipt of the additional file.

If the Service Provider fails to perform according to these deadlines, a penalty amounting to 5% of the invoice amount will be assessed against the Service Provider. The penalty will be deducted from the amount invoiced after the failure to meet the deadline.

### **Compensation**

For the Services provided by the Service Provider under this Agreement, the Customer will pay to the Service Provider compensation as invoiced according to the attached schedule, not to exceed \$ \_\_\_\_\_.

The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law and this Agreement.

### **Confidentiality**

The Service Provider acknowledges that a material term of the Agreement with the Customer is to keep all confidential information belonging to the Customer absolutely confidential and protect its release to the public. The Service Provider agrees not to divulge, reveal, report or use, for any purpose, any confidential information which the Service Provider has obtained or which was disclosed to the Service Provider by the Customer.

The obligation to protect the confidentiality of the Customer's confidential information will survive the termination of this Agreement and will continue indefinitely.

The Service Provider may disclose any of the confidential information: to a third party where the Customer has consented in writing to such disclosure; and to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body. However, the Service Provider will first have given prompt notice to the Customer of any possible or prospective order (or proceeding pursuant to which any order may result), and the Customer will have been afforded a reasonable opportunity to prevent or limit any disclosure.

### **Assignment**

This Agreement is a personal one, being entered into in reliance upon and in consideration of the personal skill and qualifications of the Service Provider. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.

### **Capacity/Independent Contractor**

It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

### **Modification of Agreement**

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

### **Time of the Essence**

Time will be of the essence of this Agreement and of every part hereof. No extension or variation of this Agreement will operate as a waiver of this provision.

### **Entire Agreement**

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.

### **Severability**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Additional Clauses**

The customer has the right to void this contract at any time by providing written notification to vendor.

**Currency**

Unless otherwise provided for, all monetary amounts referred to herein will be paid in US dollars.

**Governing Law**

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Attachments:**

See EXHIBIT A

**CUSTOMER:** Bexar Appraisal District

Signed: \_\_\_\_\_  
(Authorized Signature)

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

**SERVICE PROVIDER:** \_\_\_\_\_

Signed: \_\_\_\_\_  
(Authorized Signature)

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

Performance and Invoice Schedule

Business Personal Property Renditions shall be delivered to the United States Post Office and mailed by regular first-class mail, postage prepaid, not later than January 15, 2018. An electronic invoice will be sent within 10 days of the mail being delivered to the United States Post Office.

Notices of Appraised Values shall be delivered to the United States Post Office and mailed by regular first-class mail, postage prepaid, not later than April 1, 2022. Any additional mailings of Notices of Appraised Values shall be placed in the mail within 5 days of the Service Provider receiving the file. An electronic invoice will be sent within 10 days of the mail being delivered to the United States Post Office.

SAMPLE