

**Bexar Appraisal District  
Michael Amezcua, Chief Appraiser  
411 North Frio  
San Antonio, Texas 78207  
Phone: (210) 242-2402  
Fax: (210) 242-2451**

**Date: August 24, 2020**

**Proposal No.: AERIAL2020**

### **INVITATION TO VENDORS**

The Bexar Appraisal District ("District") is requesting proposals for Aerial Orthophotography Services ("Services") for the Bexar Appraisal District. Proposals are to be submitted on the accompanying Proposal Form in accordance with this invitation and the accompanying Instructions to Vendors and the Statement of Work.

**PROPOSAL DOCUMENTS:** Proposal Documents may be obtained on [PublicPurchase.com](https://www.PublicPurchase.com) or the District's website [www.bcad.org](http://www.bcad.org).

**SUBMISSION AND OPENING OF PROPOSALS:** All proposals must be delivered (1) in person via the District's drop box; (2) by first-class United States mail certified and return receipt requested; or (3) delivery service with return receipt. Proposals received by any other means are invalid and will not receive consideration. All documents required to be submitted as set forth in the Proposal Form and in the Instructions to Vendors shall be enclosed in a sealed, opaque envelope, marked "Sealed Proposal Enclosed", addressed as specified below and identified as a proposal for Aerial Orthophotography Services, Proposal No. AERIAL2020. All proposals must be delivered to the District at the following address:

Bexar Appraisal District  
411 North Frio  
San Antonio, TX 78207  
Attn: Crystal Khantharoth

Proposals will be received at the District office until **10:00 a.m.**, San Antonio time on **October 13, 2020** at which time all proposals timely received shall be opened by the Finance Director and read aloud via Zoom. Each Vendor shall assume full responsibility for timely delivery of their proposal to the location designated for receipt of proposals. Proposals received after the date and time for receipt of proposals will not receive consideration and will be returned unopened.

**ACCEPTANCE AND/OR REJECTION OF PROPOSALS:** The Chief Appraiser of the Bexar Appraisal District may reject any/or all proposals, and waive any formalities in process. The District intends to award the proposal to the most responsible and responsive Vendor based on several weighted factors. (See item # 10 in the Instructions to Vendors). In determining to whom to award the proposal, the District may consider all relevant factors and circumstances, which the law allows to be considered.

**SCHEDULE OF PROPOSAL DOCUMENTS:** The Proposal Documents are as follows:

1. Invitation to Vendors
2. Instructions to Vendors
3. Proposal Form (with attached Schedules)
4. Statement of Work

## INSTRUCTIONS TO VENDORS

1. **PROPOSAL DOCUMENTS:** The Proposal Documents shall include the Invitation to Vendors, these Instructions to Vendors, the Proposal Form (including all Schedules thereto), the Statement of Work, and any other contract forms referred to herein. The Contract Documents shall consist of the Contract between the District and the successful Vendor, 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 AND CHANGES:** Each Vendor shall carefully study and compare the Proposal Documents with one another and promptly report to the District any suspected errors, inconsistencies or ambiguities. Vendors may only request clarification or interpretation of Proposal Documents in writing, which request must be received by the District on or prior to September 25, 2020. The District may accept or reject any request for substitution in its sole discretion. Interpretations, corrections, and/or changes of or to the Proposal Documents will be made by written Addendum issued by the District. Any interpretations, corrections, or changes of or to the Proposal Documents made in any other manner will not be binding upon the District, and Vendors may not rely thereon. Addenda will be emailed to all persons known by the District to have received a complete set of Proposal Documents or will be mailed to each Vendor at the address furnished by such Vendor to the District for such purposes. In addition, copies of Addenda will be made available for inspection online in the Proposal Documents found at [www.bcad.org](http://www.bcad.org) or on [PublicPurchase.com](http://PublicPurchase.com). No Addenda will be issued later than three (3) days prior to the last date for submission of proposals except an Addendum withdrawing the request for proposals or which includes postponement of the date for receipt of proposals. Each Vendor shall acknowledge the receipt of all Addenda issued in its proposal. Failure of a Vendor to receive any such Addenda shall not relieve the Vendor from any obligation under its proposal as submitted. All Addenda so issued shall become a part of the Contract Documents.
3. **FORM OF PROPOSAL:** Proposals shall be submitted on the prescribed form included in the Proposal Documents. All blanks on the Proposal Form shall be completed, in ink or typewritten, with sums expressed in both words and figures. In case of discrepancy between the words and figures, the amount written in words shall govern. Each copy of the Proposal Form shall include the legal name of the Vendor and shall indicate whether the Vendor is a sole proprietor, partnership, corporation, or other entity. A proposal by a corporation or other entity shall include the state of incorporation or organization of the Vendor, evidence of registration to do business in Texas and reasonable evidence of the authority of the person signing the proposal to bind the corporation or other entity. Each Vendor shall complete, execute, and deliver (as applicable) with its proposal, as part of the Proposal Form included with the Proposal Documents, the following:
  - A. **CLIENT LIST:** The Vendor shall provide a current list, which will identify 3 of the Vendor's contracts performed in Texas during the past three (3) years, the company name, a current telephone number and the contact person for each company to be attached to the Proposal Form as **Schedule 1**. By submission of its proposal, the Vendor authorizes the District to contact each of the companies and/or persons listed thereon for references and other information concerning the Vendor and its contract performance.
  - B. **FINANCIAL INTERESTS:** Vendors will certify to the District any known financial interest of any member of the Board of Directors or District staff, identified on and attached to the Proposal Form as **Schedule 2**.
  - C. **STATEMENT CONCERNING INSURANCE:** Vendors shall furnish a statement from their insurers that the District will be provided certificates evidencing all required insurance types and levels, none of which shall be cancelled or materially amended until after thirty (30) days advance written notice received by the Chief Appraiser of the District on and attached to Proposal Form as Schedule 3. (See Item #16 in the Statement of Work)
  - D. **VENDOR HISTORY AND EXPERIENCE:** All Vendors shall state their ability to provide the services as described in Statement of Work. Provide a brief history of the Vendor's firm and its experience, qualifications and success in providing these services attached as **Schedule 4**.

**E. HB 89 VERIFICATION FORM (Schedule 5):** Complete form as a requirement of proposal.

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

- 4. PROPOSAL WARRANTY:** By submitting a proposal, a Vendor warrants and represents to the District that (i) the Vendor has prior experience on contracts of the same or similar type nature and class as the Services specified; (ii) the Vendor has read and understands the Proposal Documents and the Contract Documents; (iii) the proposal is made in accordance with the Proposal Documents; and (iv) the Vendor has satisfied itself as to the nature and location of the Services specified 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 Services specified; and the general and local conditions and other items which may in any way affect the Services specified or its performance.
- 5. MODIFICATION AND WITHDRAWAL OF PROPOSALS:** Prior to the last date specified for submission of proposals, a proposal may be modified or withdrawn by notice to the District at the place designated for receipt of proposals. Such notice shall be in writing and executed by the Vendor or by facsimile, email, or other similar electronic means. If by facsimile, email, or other similar electronic means, written confirmation executed by the Vendor shall be mailed and postmarked or personally delivered on or before the stated time set for receipt of proposals. Any proposal withdrawn may be resubmitted within the time designated for the submission of proposals. Except as expressly provided herein, no proposal may be modified, withdrawn, or cancelled by a Vendor for a period of sixty (60) days after the last date specified for receipt of proposals.
- 6. CLARIFICATION OF RFP:** The Vendors must submit all questions concerning this RFP in writing to any one of the individuals listed below and not to any other person at the District. The District will determine whether any addenda should be issued as a result of any questions raised. Responses to combined Vendor questions shall be mailed to the address submitted at the time of RFP or emailed to all vendors known to the District that have received a complete set of Proposal documents.

Keith Dailey, GIS Manager, (210) 242-2530, [kdailey@bcad.org](mailto:kdailey@bcad.org)  
Scott Griscom, Assistant Chief Appraiser, (210) 242-2408, [sgriscom@bcad.org](mailto:sgriscom@bcad.org)

- 7. AMENDMENTS:** No amendments of this contract will be effective unless it is submitted in writing and executed by the Chief Appraiser and by the individual signing the selected Vendor's proposal. If the selected Vendor deviates from the terms of this contract without a written amendment, it does so at its own risk.
- 8. ACCEPTANCE AND/OR REJECTION OF PROPOSALS:** The District may request from a Vendor a written interpretation of any term or statement in a proposal 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 proposals; to reject a proposal not accompanied by the required proposal documents; to reject a proposal which is in any way incomplete, irregular, or nonconforming; or to reject a proposal which may otherwise be legally rejected for any reason. The District may waive any formality in any proposal to the fullest extent permitted by applicable law.

Prompt payment discounts will be considered, provided that the period during which the discount is offered 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 proposal.

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

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

**9. AWARD OF CONTRACT:** Time is of the essence, and the award of the Contract to the successful Vendor is expressly conditioned upon (i) the Vendor's execution and delivery of the Contract Documents within five (5) calendar days after the successful Vendor is notified of the acceptance of the proposal, and (ii) the Vendor's timely fulfillment of any and all other conditions expressly set forth in the Contract Documents, or fail to timely fulfill any other conditions to the Contract Documents and the commencement of the Services specified, the District may, at its option and discretion, without releasing, impairing, or affecting any other right or remedy available to the District, rescind the award and thereafter award the Contract to another Vendor. No Vendor will have any property interest or other right in the contract or work being proposed, unless and until the Contract Documents are unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Vendor have either been so fulfilled by the Vendor or waived in writing by the District.

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

		<b>Weight</b>
<b>A.</b>	<b>Compliance with RFP Instructions</b>	<b>5</b>
<b>B.</b>	<b>Technical Expertise</b>	<b>30</b>
<b>C.</b>	<b>Similar Project Experience</b>	<b>30</b>
<b>D.</b>	<b>Schedule and Availability</b>	<b>15</b>
<b>E.</b>	<b>Quality Control</b>	<b>15</b>
<b>F.</b>	<b>Any other factors relevant to the Vendor's capacity and willingness to satisfy the District.</b>	<b>5</b>
	<b>Total</b>	<b>100</b>

**PROPOSAL FORM**

**PROPOSAL OF:**

**Name of Vendor:** \_\_\_\_\_

**TO:** Bexar Appraisal District  
411 North Frio  
San Antonio, TX 78207

**FOR:** Aerial Orthophotography Services  
Proposal No.: AERIAL2020

The Vendor named herein ("Vendor"), in compliance with the Invitation to Vendors and Instructions to Vendors for Aerial Orthophotography Services ("Services"), Proposal No. AERIAL2020 for the Bexar Appraisal District, San Antonio, Texas ("District"), having carefully examined the Contract Documents (as such term is defined in the Instructions to Vendors), hereby offers to enter a contract to provide Services in accordance with the Contract Documents, specifically all requirements included in the Statement of Work attached hereto. It further offers to provide these Services within the timeframe and at the prices stated therein. The Vendor fully understands the intent and purpose of the Contract Documents and the conditions of process as set forth herein and in the Instructions to Vendors. The Vendor hereby covenants and agrees that claims for additional compensation or extensions of time because of Vendor's failure to familiarize itself with the Contract Documents or any condition regarding the Proposal will not be allowed.

**1. PROPOSAL AMOUNT:**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

In case of a difference in written words and figures in the Proposal Form, the amount stated in written words shall govern. The Proposal Amount includes all charges in connection with the Services to be provided by Vendor.

**2. TERM:** The term of the Contract shall be for eight (8) months, commencing on November 1, 2020 and terminating on June 30, 2021 with the said term being capable of extension by mutual written agreement of the parties, unless terminated sooner in accordance with the Contract Documents.

**3. VENDOR'S AUTHORIZED REPRESENTATIVE (including address, telephone number, facsimile number, and e-mail address):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. REPRESENTATIONS:** By execution and submission of this Proposal, the Vendor hereby represents and warrants to the District as follows:

- A.** The Vendor has prior experience on contracts of the same or similar type, nature and class as the Services under the Contract Documents.
- B.** The Vendor has read and understands the Proposal Documents and the Contract Documents, and this Proposal is made in accordance with the Proposal Documents.

- C. The Vendor has satisfied itself as to the nature and location of the Services 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 Services; and the general and local conditions and other items which may in any way affect the performance of the Services. The Vendor understands and accepts the difficulties and costs associated with the Services, and have included such considerations in the Proposal Amount.
  - D. Vendor has no knowledge of any financial interest in Directors or District Staff members identified in **Schedule 2** hereto.
  - E. The Proposal Amount includes all charges in connection with the performance of the Services as specified in the Contract Documents.
5. **SCHEDULES:** The following required schedules are attached to the Proposal Form and incorporated herein:

- Schedule 1:** Client List
- Schedule 2:** Financial Interests Disclosure
- Schedule 3:** Statement Concerning Insurance
- Schedule 4:** Vendor History and Experience
- Schedule 5:** HB 89 (2017) Verification Form

**VENDOR:**

\_\_\_\_\_

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

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

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

**SCHEDULE 1**  
**CLIENT LIST**

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Start Date: \_\_\_\_\_ Contract Delivery Date: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project Size and Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Start Date: \_\_\_\_\_ Contract Delivery Date: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project Size and Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Start Date: \_\_\_\_\_ Contract Delivery Date: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project Size and Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE 2**

**FINANCIAL INTEREST DISCLOSURE**

Vendor will acknowledge any financial interest in the following list of Directors and District staff members.

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

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

Comm. Chico Rodriguez  
Director  
101 W. Nueva, Suite 1009  
San Antonio, TX 78205

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

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

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

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

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

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

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

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

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

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

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

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

**Signed Acknowledgement:**

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

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

**SCHEDULE 3**  
**INSURANCE STATEMENT**

**SCHEDULE 4**

**VENDOR HISTORY AND EXPERIENCE**

## PROPOSAL SCHEDULE

DATE	FUNCTION
August 24, 2020	Issue Invitation to Proposal
August 30, 2020	Newspaper Publication of Proposal (1 <sup>st</sup> )
September 6, 2020	Newspaper Publication of Proposal (2 <sup>nd</sup> )
September 25, 2020	Deadline for Vendors to submit all questions by 5:00 p.m.
October 2, 2020	Response to questions completed and mailed to Vendors
October 13, 2020	Deadline for acceptance of proposals; proposals must be received by 10 a.m. Bids will be open and read aloud via Zoom promptly at 10:00 a.m.
October 14, 2020 through October 15, 2020	Contract Negotiations
October 28, 2020	Contract executed by Chief Appraiser (anticipated date)
November 1, 2020	Commencement of Services under new contract

## STATEMENT OF WORK

The District is soliciting proposals from vendors (individually, a "Vendor") for Aerial Orthophotography ("Services") of Bexar County in its entirety. The Services will commence on November 1, 2020 and shall be performed in accordance with these specifications listed below:

### **1. GENERAL:**

Vendor shall perform the Services in accordance with all licensing and operational requirements of local, state, and federal governmental authorities. If there is a conflict between these requirements and any other requirement set forth in the Contract Documents, the more stringent requirement shall control.

Vendor acknowledges and agrees that 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.

The vendor is encouraged to submit a proposal for additional products available at the time of bid. These products include but are not limited to oblique imagery, LiDar data, change detection, and building footprint extraction. These are considered to be optional products and may or may not be purchased by the district depending upon cost, business need, or any other internal decision made by the district.

### **2. SCOPE OF SERVICES:**

This request for proposal is made by the Bexar Appraisal District (BCAD) for the purpose of acquiring aerial orthophoto images for the entirety of Bexar County plus a 1000' buffer around the county boundary.

The aerial photography shall be captured between November 15 and December 31, 2020.

The final deliverables shall be delivered no later than January 15, 2021.

The aerial imagery must be geo-referenced to the Texas State Plane Coordinate System NAD83 South Central Zone, and NAVD88 vertical standards.

List the resolution specifications of the orthophoto imagery that your firm provides.

### **3. ORTHOPHOTO IMAGERY:**

Provide true color digital aerial orthophotos of the entirety of Bexar County, Texas including a 1000' buffer surrounding the county boundary.

Images must provide a true top-down view that is rectified to align to a digital elevation model provided by BCAD.

If additional ground control points are necessary, the cost of that information should be included in your response to this RFP.

The accuracy of the orthophoto images should comply with USGS standards for 1:1200 mapping.

Delivered pixel resolution must be of no greater than 6 inch ground distance.

Original images must be captured at no greater than 6 inch ground distance. The Vendor may resample from a smaller pixel resolution to achieve desired resolution, but Vendor may not resample from a larger pixel resolution to achieve desired resolution.

Rectification shall seek to minimize feature displacement and loss of features along mosaic lines.

Rectification shall seek to minimize building lean in areas where tall buildings exist.

The vendor must provide a list of all their delivery file formats.

Imagery must facilitate change detection, building footprint extraction, or other data collection methodology. The district must be allowed to utilize the imagery for data collection methodology to include but not limited to change detection, building footprint extraction, metadata extraction to verify the accuracy of existing appraisal records. Use of the imagery must be a permissible activity under the contract for the district, the vendor, or a third party to conduct without specific prior approval by the imagery vendor

4. **CAMERA:** Describe the camera equipment that will be used for this project. Describe the camera calibration system you use on your ortho imagery equipment. Describe the aircraft used in the ortho flying mission. List any USGS certifications your digital camera systems may have.
5. **AIRCRAFT:** Vendor should describe its aircraft fleet size, capabilities, resources and staffing to successfully complete meet the project schedule.
6. **FLIGHT CONDITIONS:** Ortho photography shall be acquired when the ground is not obscured by snow, ice, clouds or fog, and the atmosphere is free of haze, smoke and dust.
7. **QUALITY ASSURANCE/QUALITY CONTROL:** Respondents are expected to identify all levels of their quality assurance and quality control procedures that will be employed in evaluating and processing the imagery.
8. **REMOTE VIEWING CAPABILITY:** While the Bexar Appraisal District requires an electronic copy of the images for use in house, list any mobile or internet options for viewing your imagery.
9. **UPDATES:** Respondents should describe how they plan to keep BCAD updated on the status of the aerial project, including flight schedules, image processing, and data delivery.
10. **DELIVERY:** The distribution of products, such as ortho imagery, and supporting data, shall be the responsibility of the contractor. The contractor will provide separate USB hard drives what will be used to transfer deliverables and will become a part of the final delivery. The delivery of the rectified images must be delivered to the Bexar Appraisal District no later than January 15, 2021.
11. **INTEGRATIONS:** The imagery will be compatible with ESRI products including ArcGIS 10.3 and higher and ArcGIS for Desktop 10.3 and higher. Plug-ins for the provided data format and viewer software should also be included.

Provide a list of all software packages that the image viewing software is compatible with; Examples include but are not limited to ESRI's ArcGIS, ArcServer, Assessor software and computer-aided dispatch systems and mobile applications.

Vendor's imagery and software should be compatible with the Bexar Appraisal District and True Automation's, subsidiary of Harris Govern, CAMA software systems (PACS).

12. **OTHER TECHNICAL CONSIDERATIONS:** Describe any other technical detail critical to the successful acquisition and processing of orthophoto imagery.
13. **TECHNICAL SUPPORT:** The vendor shall provide technical support for the delivered products for the duration of the contract. Technical support shall be onsite, by phone, or web-based.
14. **EXPERIENCE:** Describe the number of years your company has been in the aerial imagery business. Describe your annual revenues. Include a corporate profile. Examples of previous work with regard to aerial photography.
15. **OWNERSHIP:** Vendor shall describe the type of ownership or licensing it provides to the Bexar Appraisal District for the deliverables. The Bexar Appraisal District must be allowed to distribute imagery to all Federal, State, and local government agencies within Bexar County or to others under the provisions of the Open Records Act.
16. **INSURANCE:**
  - A. If the Vendor has its own insurance coverage as outlined below, it must submit to the District insurance certificates meeting all of the following requirements within three (3) business days after

notification of acceptance of proposal and prior to commencement of the services. 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:

- 1) Worker's Compensation and Texas Employer's Liability including a waiver of subrogation in favor of the District.

- 2) Workers Compensation-Statutory

Texas Employer's Liability	
Bodily Injury by Accident (Each Accident)	\$500,000.00
Bodily Injury by Disease (Each Disease)	\$500,000.00
Bodily Injury by Disease (Policy Limit)	\$500,000.00

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

- 3) Commercial General (Public) Liability

Commercial General (Public) Liability – Combined Single Limit for Bodily Injury and Property Damage: \$1,500,000.00 per occurrence written on an occurrence form. to include coverage for the following where the exposure exists.

- a) Premises/Operations
- b) Independent Contractors
- c) Products/Completed Operations
- d) Personal Injury
- e) Contractual Liability
- f) Broad Form Property Damage (Explosion, collapse, and underground property damage, where applicable)

- 4) Comprehensive Automobile Liability

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

Damage: \$1,500,000.00 per occurrence.

- B. Insurance shall be written by companies licensed to transact business in the State of Texas and acceptable to the District. All such policies shall provide that such policies will not be cancelled or materially amended until after thirty (30) days advance written notice received by the Chief Appraiser. The District shall be named as an additional insured on the Commercial General Liability and Automobile Liability policies.
- C. If the Vendor elects to reimburse the District for the District's provision of all insurance outlined in Section A to Vendor, a statement must be provided to that effect. The statement shall be an agreement by the Vendor for payment to the District, in any manner determined solely by the District. Failure to reimburse the District according to these terms will result in the forfeiture of this contract by the Vendor and immediate termination of Services.

**17. INDEPENDENT CONTRACTOR:**

Vendor shall provide the Services 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 performed by the Vendor, and the Vendor shall have no authority to bind the District concerning any matter. Further, the District may not control the activities, scheduling, or operations of the Vendor, except as provided by this contract, with regard to the provision of the Services.

**18. INDEMNITY:**

- A. VENDOR SHALL COVENANT AND AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS, THE DISTRICT AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVE 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 FORM OR RELATED TO VENDOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVE 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 PROVISION 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 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.
- B. 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 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 REPRESENTATIVE, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THE INDEMNITY SHALL APPLY.

**19. AMENDMENTS:**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract Documents. All amendments will be made in writing and must be signed by the Chief Appraiser of the District and the authorized signatory of the Vendor.

**20. SUBCONTRACTING OR ASSIGNMENT:**

Vendor shall not assign or transfer the Contract Documents or delegate the performance of any of the Services, in whole or in part, without the prior written consent of the District.

**21. FUNDING:**

BCAD has budgeted what we believe to be sufficient funds for this orthophoto project. If, however, the responses received exceed our available funds, BCAD reserves the right to cancel this RFP and/or select no vendor.

**22. LIQUIDATED DAMAGES:**

Failure to deliver useable, electronic, aerial images conforming to the requirements herein constitutes a breach of contract resulting in a reasonable estimation of damages. The damages are payable to the Bexar Appraisal District and are stipulated as follows:

If the images are not delivered by February 15, 2021, the damages amount to 25% of the total contract amount.

If the images are not delivered by March 15, 2021, the damages amount to 50% of the total contract amount.

If the images are not delivered by April 15, 2021, the Bexar Appraisal District may seek to terminate the contract paying only actual, verifiable costs incurred by the vendor, not to exceed \$20,000.

Vendor shall not be liable for failure to meet the stipulated schedule if, and to the extent, said failure is due to causes beyond the control and without fault of the vendor. Furthermore, the vendor shall not be penalized if said failure is caused by a strike, riot, act of God, order of any court or judge granted in any bona fide adverse legal proceedings or action or any order of any commission or tribunal having jurisdiction. However, the failure of vendor to obtain or provide sufficient skilled personnel shall not be deemed a matter beyond the control of the vendor.