

BEXAR APPRAISAL DISTRICT
Mike Amezquita, Chief Appraiser
411 N. Frio
San Antonio, Texas 78207
P. O. Box 830248
San Antonio, Texas 78283-0248
Telephone: 210-242-2402
Facsimile: 210-242-2451

Date: February 7, 2022

Bid No. REST2022

INVITATION TO BID

The Bexar Appraisal District (“District”) is requesting bids to remodel the men’s 2nd floor restroom at its office facilities located at 411 North Frio, San Antonio, Texas 78207. Bids are to be submitted on the accompanying Bid Form in accordance with this Invitation and the accompanying Instructions to Bidders.

INFORMATIONAL WALKTHROUGHS: The District will conduct walkthroughs of the District’s facilities on *February 14th at 3:00 p.m., February 16th at 3:00 p.m.* at the District’s office.

BID OPENING: March 7, 2022 at 9:00 a.m.

INSTRUCTIONS TO BIDDERS

1. **BID DOCUMENTS:** Bid Documents may be obtained during normal office hours from the Receptionist’s desk, 411 N. Frio, San Antonio, Texas 78207 or on the District’s website at www.bcad.org under RFPs and IFBs in the “Announcements” section.

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
- e. 2nd Floor Men’s Restroom Layout

2. **INTERPRETATIONS AND CHANGES:** 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 at least ten (10) days prior to the last date for submission of bids.

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, emailed 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. 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. 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, 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 restroom remodel services within the last four (4) years, similar to the type and quantity specified herein. The references shall include the company name, address, contact person, telephone, and a brief description of the scope and type of 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.

(e) **LIST OF SUBCONTRACTORS:** List of all subcontractors, if using.

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 result in rejection of the bid by the District.

4. **SUBMISSION OF BID:** All bids must be delivered (1) in person, (2) by certified United States mail, or (3) overnight delivery service. Bids received by oral, telephonic, e-mail, 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 Restroom remodel, Bid No. REST2022. two copies of the bid are required. 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 by the District until 9:00 a.m., San Antonio, Texas CDT time, on March 7, 2022. 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.

By submitting a bid, the bidder warrants and represents to the District that (i) the bidder has prior experience with contracts of the same or similar type, nature and class as this bid; (ii) the bidder has read and understands the Bid 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 to be performed.

5. **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, e-mail, or other similar electronic means. If by facsimile or other similar electronic means, written confirmation executed by the bidder shall be mailed and postmarked or personally delivered 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.

6. **CLARIFICATION OF IFB:** The bidders must submit all questions concerning this IFB in writing to Crystal Khantharoth as listed below and not to any other person at the District or questions can be submitted. 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/>.

**Crystal Khantharoth
411 N. Frio
San Antonio, Texas 78207
FAX 210-242-2451**

7. **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 which 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.

Prompt payment discounts will be considered in determining the lowest bid, 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 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(s) 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 a bid. Each bidder 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 bid.

8. **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, if any, rescind the award and thereafter award the Contract to another bidder or bidders, 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.

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

		Weight
A.	The Vendors experience in providing services complying with the requirements of this Bid	25
B.	The competitive pricing including any discounts given	45
C.	The Vendor's references from clients which are comparable to the District	15
D.	Additional services included by the Vendor not otherwise listed by the District	5
E.	Description of methods to be used in order to complete project	10
	Total	100

BID FORM

PROPOSAL OF:

Name of Bidder _____

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

FOR: Remodel the men's 2nd floor restroom
Bid No. REST2022

The Bidder named herein ("Bidder"), in compliance with the Invitation to Bidders and Instructions to Bidders for Contractors to remodel the Men's 2nd floor restroom, Bid No. REST2022 ("Project") 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 restroom remodel services ("Services") in connection with the Bexar Appraisal District's offices in accordance with the General Conditions and Specifications, 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 at the Project sites which might affect the performance of the Services will not be allowed.

1. Bid Amount: The Bidder agrees to provide the Services for the District as described for the **Contract Documents, for the sum of"**

_____DOLLARS

(\$_____).

COST PER SQ FOOT _____DOLLARS

(\$_____).

Estimated Time to Complete Entire Project _____

In case of a difference in written words and figures in the 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, insurance, supervision, overhead and profit.***

2. Hours of Performance: The Services shall be performed between the hours of 8:00 a.m. and 5:00 p.m. within the normal five-day week observed by the District and on Saturday and Sunday between the hours of 9:00 a.m. and 5:00 p.m. unless special circumstances require other times but only with District approval.

within the normal five-day week observed by the District unless special circumstances require other times but only with District approval.

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 this Bid is made in accordance with the Bid Documents.

(c) Bidder has no knowledge of any financial interest in 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:

- Schedule 1: Financial Interest Disclosure
- Schedule 2: References
- Schedule 3: Statement from Insurers
- Schedule 4: Payment Terms and Discounts
- Schedule 5: List of Subcontractors
- Schedule 6: HB 89 (2017) Verification Form
- Schedule 7: Senate Bill 13 (2021) Verification Form
- Schedule 8: Senate Bill 19 (2021) Verification Form
- Schedule 9: Sample Contract

5. MINIMUM HOURLY RATE PAID BY BIDDER TO INDIVIDUALS WORKING ON THIS CONTRACT:

\$ _____.

BIDDER:

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

City, State ZIP _____

Phone#: _____

Email Address: _____

SCHEDULE 1

FINANCIAL INTEREST DISCLOSURE

Bidders will acknowledge any financial interest with any person(s) on the following list of Directors and District staff members.

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

Ms. Adriana Rocha Garcia
Director
88PO Box 839966
San Antonio, TX 78283

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

Ms. Trish DeBerry
Director
330 Corona Ave
San Antonio, TX 78209

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

Mr. Dave Gannon
Director
6423 Long House Court
San Antonio, TX 78238

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: _____
Contact Person: _____
Address: _____
Telephone No.: _____
E-Mail: _____
Description of Contract (including size & type of service and dollar amount):

2. Company Name: _____
Contact Person: _____
Address: _____
Telephone No.: _____
E-Mail: _____
Description of Contract (including size & type of service and dollar amount):

3. Company Name: _____
Contact Person: _____
Address: _____
Telephone No.: _____
E-Mail: _____
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 DISCOUNTS

SCHEDULE 5
List of Subcontractors, if using

Name of Subcontractor_____

Address_____

Phone_____

Work to be Performed_____

Name of Subcontractor_____

Address_____

Phone_____

Work to be Performed_____

Name of Subcontractor_____

Address_____

Phone_____

Work to be Performed_____

SCHEDULE 6
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 7
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 8
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

BID SCHEDULE

Date	Function
February 06, 2022	First Newspaper Publication of Bid
February 7, 2022	Issue Invitation to Bid
February 13, 2022	Second Newspaper Publication of Bid
February 14, 2022 @ 3:00 p.m.	Informational meeting and walkthrough for vendors
February 16, 2022 @ 3:00 p.m.	Informational meeting and walkthrough for vendors
February 23, 2022	Deadline for clarification requests from Bidders
February 28, 2022	Deadline for Addenda (if any) issued by District
March 7, 2022 @ 9:00 a.m.	Deadline for submission of Bids and Public opening of Bids
March 16, 2022	Board consideration of award of contract (anticipated date)
March 17, 2022	Contract executed by Chief Appraiser (anticipated date)
As Soon as Practical	Contracted work commences

GENERAL CONDITIONS AND SPECIFICATIONS

The District is soliciting bids for 2nd floor men's restroom remodel services ("Services") for the office building located at 411 N. Frio, San Antonio, TX 78207. The Services will commence as soon as practical after the contract has been signed by both parties.

1. GENERAL

- A. The District is exempt from the limited sales, excise and use tax imposed by Chapter 151 of the Texas Tax Code and the Bid Amount shall not include any such amounts. A Tax Exemption Certificate will be furnished by the District on request.
- B. Vendor shall perform the Services in accordance with all licensing and operational requirements of City, State, and Federal regulatory agencies.
- C. Vendor shall repair any damage determined by the District to be caused by it to property or the building site to the condition existing prior to the commencement of the Services. Repairs shall be made to the satisfaction of District.
- D. Bidders will be provided with a District conducted walk-through only on scheduled days. (See first page of IFB)
- E. Only individuals fully trained in restroom remodels are to be used on this project. All individuals performing the Services must be employees of the Bidder if not utilizing a subcontractor(s). All employees of the Bidder performing work on these premises must have appropriate documentation authorizing them to legally work in the United States of America. Minimum hourly rate paid to individuals must be entered on Bid Form as requested.
- F. Bids must be firm and inclusive of all costs in connection with the Services.
- G. All requests for interpretation of the bid documents shall be made by posting questions on the District's website on the bid location under "Announcements" then under "RFPs and BIDs" and clicking on the bid itself. Answers to all questions will be posted on the bid page.
- H. Vendor shall furnish all labor, supervision, supplies, material and equipment necessary to perform satisfactorily the Services during the times specified herein.
- I. Services will be performed during the following hours: 8:00 a.m. through 5:00 p.m. Monday through Friday, excluding District holidays, Saturdays and Sundays from 9:00 a.m. to 5:00 p.m. If special circumstances occur then other times may be available only with the District's approval.
- J. Prompt payment discounts will be considered in making the award, provided that the period during which the discount is offered is sufficient to permit payment by the District in the regular course of business (i.e., minimum of ten (10) calendar days).
- K. In connection with any discount offered, time will be computed from the date a correct invoice is received. Payment is deemed to be made on the date of mailing of the check by the District.
- L. Bidders must submit a firm bid on the terms proposed under the bid and guarantee prices for a minimum period of sixty (60) calendar days from the date bids are received and, if awarded a contract or purchase order, to guarantee the prices through the date all items are delivered and installed. The anticipated contract award date is March 17, 2022.

- M. Each bidder 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.
- N. Bidder shall maintain insurance according to the provisions in No. 5 (below).
- O. Bidder shall be responsible for building access cards distributed by the District. Lost or stolen cards must be reported immediately to Crystal Khantharoth at 210-242-2402. Replacement cost for any lost or stolen cards will be \$10.

2. SPECIFICATIONS

- A. All work shall be performed at the 411 N. Frio location.
- B. Bidder will remove existing wall and floor finishes and prep floor and wall surface as needed, to receive new finishes as specified on drawings. Bidder to protect fixtures that are to be salvaged per drawings.
- C. Old finishes shall be removed and properly disposed. Disposal shall not be in the District's dumpster.
- D. All specifications are noted on drawings and there will be no substitution for finishes. Bidder will provide finish submittals for approval prior to order of all materials.
- E. All specifications are noted on the construction documents.
- F. Quantity and calculation of materials required are the responsibility of the Bidder. Attendance at one or more of the Informational Walkthroughs is essential. (See page 1 for dates and times)
- G. Extent of work is noted on construction documents.
- H. All manuals with warranty information shall be included.

3. PRODUCT & QUALITY CONTROL

- A. Services performed and quality of product supplied shall be subject to inspection and approval by the Finance Director for the District.
- B. The vendor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing service work.

4. ABANDONMENT OR DEFAULT

- A. 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.
- B. If the vendor defaults hereunder, the District reserves the right to cancel the contract without notice and either rebid or re-award the contract to the next responsive and responsible bidder.

5. INSURANCE

- A. Within five (5) 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 of \$500,000 per occurrence

- B. 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.

- C. The District shall be named as an additional insured on the Commercial General Liability policies.

6. 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.

7. INDEMNITY

- A. 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.

- 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 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.

8. 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.

9. ASSIGNMENT

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

10. TERM

The term for the Contract for Services, beginning upon BOD approval on March 17 anticipated date and terminating on completion of work, unless terminated sooner in accordance with the Contract.

SCHEDULE 9
Sample Contract Agreement

SERVICE AGREEMENT

THIS SERVICE AGREEMENT dated this 16th day of March, 2022 between:

Bexar Appraisal District, 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:

PERFORMANCE OF SERVICES:

Engagement

The Customer hereby agrees to engage the Service Provider to provide the Customer remodel of the men's 2nd floor restroom for its office facilities located at 411 North Frio, San Antonio, Texas 78207, according to the bid specifications (see BID NO: REST2022).

Term of Agreement

The term of this Agreement will begin on March 17, 2022 with a signature by the Chief Appraiser or the Assistant Chief Appraiser of the Bexar Appraisal District and will remain in full force for until satisfactory completion of work.

Performance

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

Compensation

For the Services provided by the Service Provider under this Agreement, the Customer will pay to the Service Provider compensation when invoiced and in amounts as outlined in the bid specifications, not to exceed a total of \$_____ for the Term of this Agreement.

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, joint venture, or any other business arrangement between them.

RESTROOM REMODEL SERVICE AGREEMENT – cont'd

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.

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.

Termination

The District has the right to terminate the Agreement, with or without cause, at any time by providing written notice thirty (30) days before the termination date to the Service Provider. The notice must be sent by United States certified mail, return receipt requested. The Service Provider will discontinue restroom remodel services at that time and no invoices sent to the Customer after the termination will be paid.

Additional Clauses

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

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.

CUSTOMER: Bexar Appraisal District

Signed: _____ (Authorized Signature)

Dated: _____

SERVICE PROVIDER: _____

Signed: _____ (Authorized Signature)

Dated: _____

