

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: August 7, 2023

Bid No. TEMP2023

INVITATION TO BID

The Bexar Appraisal District ("District") is requesting bids from qualified temporary employment agencies to provide qualified temporary personnel 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.

TERM OF BID. One calendar year.

BID OPENING: September 25, 2023 at 9:00 a.m.

INSTRUCTIONS TO BIDDERS

1. **BID DOCUMENTS:** Proposal Documents may be obtained on <http://www.publicpurchase.com> or on the District's website www.bcad.org

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. Job Descriptions

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 temporary staffing 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.

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 Temporary Services, Bid No. TEMP2023. Only one copy of the bid is 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 September 25, 2023. 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 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/>.

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	30
B.	The competitive pricing including any discounts given	40
C.	The Vendor's references	20
D.	Description of employee training procedures	5
E.	The Vendor paying employee a minimum of \$15.00 an hour	5
	Total	100

BID FORM

PROPOSAL OF:

Name of Bidder _____

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

FOR: Temporary Staffing Services
Bid No. TEMP2023

The Bidder named herein ("Bidder"), in compliance with the Invitation to Bidders and Instructions to Bidders for Temporary Staffing Services, Bid No. TEMP2023 ("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 temporary staffing 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 **hourly rate** of:

_____DOLLARS
(\$_____).

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 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: Criteria
- Schedule 4: Statement from Insurers
- Schedule 5: Payment Terms and Discounts
- Schedule 6: Sample Contract
- Schedule 7: HB 89 (2017) Verification Form
- Schedule 8: Senate Bill 13 (2021) Verification Form
- Schedule 9: Senate Bill 19 (2021) Verification Form

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. Jon Fisher
Director
411 N. Frio
San Antonio, TX 78207

Mr. Dave Gannon
Director
411 N. Frio
San Antonio, TX 78207

Ms. Cheri Byrom
Director
411 N, Frio
San Antonio, TX 78207

Ms. Trish DeBerry
Director
411 N. Frio
San Antonio, TX 78207

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

Dr. Adriana Rocha Garcia
Director
411 N. Frio
San Antonio, TX 78207

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 McCloud
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 Durnell
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.: _____
Description of Contract (including size & type of service):

2. Company Name: _____
Contact Person: _____
Address: _____
Telephone No.: _____
Description of Contract (including size & type of service):

3. Company Name: _____
Contact Person: _____
Address: _____
Telephone No.: _____
Description of Contract (including size & type of service):

4. Company Name: _____
Contact Person: _____
Address: _____
Telephone No.: _____
Description of Contract (including size & type of service):

5. Company Name: _____
Contact Person: _____
Address: _____
Telephone No.: _____
Description of Contract (including size & type of service):

SCHEDULE 3
CRITERIA

1. Cost

- a. What is the markup on your compensation to the candidate?

2. Quality Assurance

- a. What is the turnaround time for replacing a candidate?
- b. How do you verify work time?
- c. How do you record time?
- d. How is time approved?

3. Account Manager Role

- a. Do you have a dedicated point of contact?
- b. How accessible are they?

4. Sourcing

- a. From where do you recruit candidates?
- b. Do you track performance in prior placements for each candidate?
- c. Is there a discount if we refer a candidate?

5. Leadtime

- a. What is the estimated lead-time for to fill a position?

6. Skill Testing

- a. Do you require testing for administrative position?
- b. What test are administered for administrative position?
- c. How do you determine the quality of your candidates?

7. Employee Orientation

- a. Do you conduct employee orientation?
- b. Would you customize orientation for BCAD?

8. Termination

- a. How do you notify placements that the assignment has ended?

SCHEDULE 4
INSURER'S STATEMENT

SCHEDULE 5
STATEMENT OF PAYMENT TERMS AND PROMPT PAYMENT DISCOUNTS

SCHEDULE 6
SAMPLE CONTRACT

SCHEDULE 7
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 8
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 9
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
August 7, 2023	Issue Invitation to Bid
August 13, 2023	First Newspaper Publication of Bid
August 20, 2023	Second Newspaper Publication of Bid
September 11, 2023	Deadline for clarification requests from Bidders
September 18, 2023	Deadline for Addenda (if any) issued by District
September 25, 2023 @ 9:00 a.m.	Deadline for submission of Bids
September 25, 2023 @ 9:00 a.m.	Public opening of Bids
October 2, 2023	Board consideration of award of contract (anticipated date)
December 29, 2023	Contract executed by Chief Appraiser
January 1, 2024	Contract begins

GENERAL CONDITIONS AND SPECIFICATIONS

The intent of this Invitation to Bid is to seek an annual contract providing for temporary employment services on an as needed basis for the Bexar Appraisal District. The Services will commence on Monday, January 1, 2024 through and including December 31, 2024.

A. SCOPE OF WORK

Contractor shall provide temporary employees that are competent and capable of performing the necessary tasks generally associated with the job classification types specified. Any temporary employee furnished, that is not satisfactory, shall be replaced at the District's discretion. The District shall not be charged if, within four hours of work start-up, the temporary employee is requested to be replaced. **In the event the Contractor furnishes unqualified temporary employees three (3) or more times in a contract period, the agreement may be terminated for default.**

B. CONTRACTOR'S RESPONSIBILITIES

1. The Contractor shall have the ability to fill requests for temporary employees upon a Twenty-four (24) hour notice from the District. While the District will endeavor to give as much notice as is practical and possible, the nature of its business is such that personnel demands can change dramatically and very rapidly.
2. The District will authorize overtime compensation only for temporary employees who work more than forty (40) hours in one week. No other overtime payments will be paid by the District to the Contractor. The Contractor is liable for all compensation due to its temporary employees, whether at straight time or overtime rates. The bidder agrees to compensate employees in accordance with the requirements of the Fair Labor Standards Act, as amended, and the Texas Workers Compensation Law.
3. The Contractor shall ensure that temporary employees:
 - a. maintain proof of employment eligibility;
 - b. have a high school education or GED certificate;
 - c. speak, read and write English;
 - d. have a cooperative personality, and possess the ability to communicate tactfully with others;
 - e. wear appropriate business attire as required by the District (this shall be specified when order is placed); and
 - f. has proper telephone etiquette with regard to the position assigned.
 - g. data entry; clerical processing with various administrative job duties
 - h. has reliable transportation
4. The Contractor shall provide a criminal background check for all temporary workers provided to the District. These services shall be provided at no additional charge to the District. A person is disqualified from working at the District if the person:
 - Has been convicted of, or pled guilty or nolo contendere (no contest) to, any felony for which less than five (5) years have elapsed since the date of conviction, the date of release from confinement imposed from the conviction, or the date of completion of probation or parole, whichever is the later date;
 - Has been convicted of, or pled guilty or nolo contendere (no contest) to any misdemeanor, excluding traffic violations, for which less than two (2) years have elapsed since the date of conviction, the date of release from confinement imposed from the conviction, or the date of completion of probation or parole, whichever is the later date;
 - Has been convicted of, or pled guilty or nolo contendere (no contest) to, multiple misdemeanors, excluding traffic violations, for which less than three (3) years have

elapsed since the date of conviction, the date of release from confinement imposed from the conviction, or the date of completion of probation or parole, whichever is the later date;

- Is a registered sex offender;
- Failed to register as a sex offender when required to do so;
- Has been convicted of, or discharged from probation for, driving while intoxicated
 - within the preceding five (5) years; or
 - more than once within the preceding seven (7) years;
- Is the subject of an outstanding arrest warrant; or
- Is the subject of a pending criminal offense other than a traffic violation

List of offenses considered. The list of offenses considered under this policy shall include, but is not limited to: homicide; kidnapping; a sexual offense as described in Chapter 21 of the Texas Penal Code; an assaultive offense as described in Chapter 22 of the Texas Penal Code; robbery, burglary, theft, fraud as described in Chapter 32 of the Texas Penal Code; tampering with a governmental record as described in Chapter 7 of the Texas Penal Code; public indecency as described in Chapter 43 of the Texas Penal Code; the transfer, carrying, or possession of a weapon in violation of Chapter 46 of the Texas Penal Code, or of any comparable state or federal law; a violation of the Dangerous Drug Act (Chapter 483, Texas Health & Safety Code), or of any comparable state or federal law; a violation of the Controlled Substances Act (Chapter 481, Texas Health & Safety Code); or criminal attempt to commit any of the aforementioned offenses.

The District reserves the right to disqualify persons from employment for conviction, or probation for other types of offenses if, based upon the offense, the applicant is determined to be unfit to engage in the type of employment for which he has applied. (e.g., theft over \$500 when the position requires the handling of money)

5. The bidder shall provide health insurance to all actively working employees with Minimal Essential Coverage meeting the ACA qualifications.
6. If for any reason a temporary worker applies and is hired as a full-time or part-time District employee, neither the temporary worker nor the District shall pay any fees if the temporary worker has worked at the District for at least 480 hours.

C. ORDER PLACEMENT

Only the Human Resources Director or the Finance Director may place orders by either telephone or email.

D. SERVICES AGREEMENT

The successful bidder shall be required to execute a services agreement and shall be required to provide the insurance as outlined therein. The District may make changes to the agreement with the acknowledgment of the successful bidder.

By submitting a bid for this project, the bidder is acknowledging the insurance requirements found in the attached agreement, and the bidder is asserting that, if awarded this agreement, he can comply with all insurance requirements as specified therein within 30 days of award of the agreement.

E. REFERENCES

Each bidder shall provide a minimum of three (3) references, with their bid, where services have been provided. The references shall include name of client, contact person, address, phone number and amount of time service has been provided.

F. QUANTITIES

It is anticipated that approximately \$185,000 may be required during the contract period. This quantity is approximate and represents the estimated requirement for the contract period. The District reserves the right to purchase more or less than the quantity listed, depending upon actual requirements, during the life of the agreement.

G. UNSATISFACTORY PERFORMANCE

The District may consider the following performances by the Contractor as unsatisfactory performance. An unsatisfactory performance determination shall not be limited to the following:

- 1. Failure to fill an order more than three (3) times during the contract period.**
- 2. Failure to provide qualified employees three (3) or more times during the contract period.**

H. ABANDONMENT OR DEFAULT

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.

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.

I. INSURANCE

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 of \$500,000 per occurrence

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.

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

J. 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.

K. INDEMNITY

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.

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.

L. ASSIGNMENT

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

M. TERM

The term for the Contract for Services, beginning on January 1, 2024 and terminating on December 31, 2024, unless terminated sooner in accordance with the Contract. The term of this agreement may be extended for two years upon written consent of both parties and approval of the District's Board of Directors.

