

BEXAR 015

2-27-09

BEXAR APPRAISAL DISTRICT

PURCHASING MANUAL

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PURCHASING POLICY

Adopted 10/9/07

A. Purpose

To establish a written policy for procurement of supplies, equipment, and services to meet the organizational goals of the Bexar Appraisal District.

B. Legal Requirement

District purchases are governed by Section 6.11, Property Tax Code, which incorporates by reference certain provisions of Chapter 252, Local Government Code. All District contracts requiring an expenditure of more than \$25,000 must be submitted to competitive bidding in accordance with the requirements under Chapter 252, Subchapter C, Local Government Code.

Should a change occur in the Property Tax Code regarding the dollar limit of \$25,000, then the new amount will be substituted for the \$25,000 amount in all sections of this policy statement.

C. General Purchasing

The District shall utilize the State of Texas Procurement Manual published by the Texas Procurement and Support Services (formerly Texas Building and Procurement Commission, TBPC) as a source for guidance on purchasing policies and procedures.

Primary sources for procuring supplies, equipment or services shall be through other government contracts. Existing purchasing agreements are with: Texas Procurement and Support Services (TPASS), Department of Information Resources (DIR), Texas Multiple Award Schedule (TXMAS), Texas Industries for the Blind & Handicapped (TIBH), Texas Correctional Industries (TCI), Texas Cooperative Purchasing Network (TCPN), and U.S. Communities.

After exhausting above sources, outside vendors may be utilized within the following guidelines. For purchases under \$1000, no competition is required. However, competitive quotes from reliable vendors may be necessary on first time purchases or when prices do not appear reasonable. At least three price quotations should be sought on all purchases over \$1000 but less than \$25,000 or otherwise subject to competitive bidding requirements.

Lease Agreements or debt obligations over \$25,000 per year not requiring competitive bid procedures, such as those purchased through government contracts, require prior Board of Directors approval.

D. Emergency Purchases

An emergency purchase is defined by the Texas Government Code, Chapter 2155.137 as “a purchase of goods or services so badly needed that an agency will suffer financial or operational damage unless they are secured immediately.” All emergency purchases must be approved by the Chief Appraiser and if over \$25,000 approved by the Board of Directors by phone or special meeting.

A letter of justification is required for all emergency purchases stating reason for the request, what caused the emergency, what damage might occur if needs are not satisfied, and why those needs could not have been anticipated.

E. Formal Bid Requirements

Expenditures in excess of \$25,000 for goods or services not available or suitable to the District’s needs from other governmental contracts shall be submitted to the formal competitive bid process. An Invitation For Bid (IFB) or Request for Proposal (RFP) shall be prepared utilizing a standard format with competitive specifications. The formal bid document shall then be presented for approval to the Board of Directors. After Board approval, standard procedures for bids and proposals shall be performed.

Any bid or proposal request which is anticipated to have a total cost to the District of more than \$250,000 will include a performance bond as a requirement. Specific approval of the Board of Directors is required if the Chief Appraiser determines that a performance bond is considered inappropriate for the bid or proposal request.

F. Professional Services

Professional Services must fall within the scope of the practice of: architecture, accounting, land surveying, medicine, optometry, professional engineering, professional nursing, and real estate appraising. Government Code Section 2254.003 provides that a local political subdivision may not select a provider of professional services by competitive bidding but may issue a Request For Proposal (RFP) or a Request for Information (RFI) for those services. Professional services are selected based on demonstrated competence and qualifications and for a fair and reasonable price.

This definition also includes Contractual Services. These are services performed by an outside individual or agency and are also exempt from the competitive bidding requirement. Fees to Professional Contractors include medical, legal, accounting, engineering, investigators, teachers, experts, consultants, rate analysts, and catering. Excluded are janitorial, locksmith, and contractual labor services. Consulting services may be contracted when a service cannot be adequately performed by District personnel.

Professional Services in the annual amount of \$25,000 or more or for performance of the annual financial audit require Board of Directors approval.

PURCHASING PROCEDURES

GENERAL INSTRUCTIONS:

Purchase Orders are required for all purchases of supplies and equipment and any other expenditure exceeding \$300 not requiring a bid. Minor routine expenses other than supplies and equipment that are less than \$300 require department manager's approval. Services bid and awarded do not require a Purchase Order but must have department manager's approval to ensure invoices conform to bid agreement. Each department manager shall designate at least one person to handle the purchasing needs of the department. All purchases of computer hardware, software, and services will be coordinated through the Information Systems Department.

Follow instructions on the attached Purchasing Flowchart.

Always look for the lowest and most responsible vendor. Be sure to take into consideration shipping and handling when looking for the lowest price available.

The Finance Director will not process any invoice for payment without proper documentation and signatures.

COMPLETING THE PURCHASE ORDER FORM:

There are four (4) types of Purchase Order forms. One for each of the following: TPASS, DIR, TCPN, and Merchandise Not Available Through TPASS. The forms are available on PUB folder located on the H: drive.

The numbering scheme for PO's is as follows: YY-0000-00 where YY denotes the year, the four numbers in the middle are the sequential PO numbers, and the last two are the department number. Example: 03-0014-05. This would be the 14th PO generated from the Residential Department (05) in the year 2003.

The Department Manager or his designate will complete the appropriate purchase order form. This form will include a complete description (picture will be submitted, if available), quantity, date of request, department name, reason for need, the dollar amount requested, and price quotes, if applicable. This form is then approved by the Department Manager, Chief or Deputy Chief and submitted to the Finance Assistant for processing.

RECEIPT OF GOODS:

The Finance Assistant will receive all supplies not belonging to the Information Systems Department. Verification of the type and number of items received will be done as quickly as possible by the Finance Assistant prior to delivery to the ordering department. The packing slip and invoice will be compared to the original purchase order noting the date each was received. If any discrepancies exist, they are indicated and brought to the attention of the Finance Director.

PAPER AND ENVELOPE ORDERS

Bulk paper orders will be placed by the Finance Assistant as supplies diminish. Bulk envelope orders will be placed twice a year in June and December (if needed) for standard, window, and return envelopes. Should departments have special projects or mail outs, then a Purchase Order form must be completed and submitted in the normal fashion.

AUTHORITY TO SIGN CONTRACTS

Certain sections of the Texas Property Tax Code require that the Board of Directors enter contracts. These are: Section 6.051 concerning the purchase or lease of real property; Section 6.05(b) authorizing the Board to contract with another appraisal district or with a taxing unit to perform the duties of the appraisal office; Section 6.05(c) dealing with the appointment of the chief appraiser; Section 6.063 authorizing the preparation of an annual financial audit; and Section 6.09 concerning the designation of a depository. The presiding officer of the Board of Directors or a designated board member must sign contracts regarding these matters.

Any contract not listed above that creates a monetary obligation of the District may only be signed by the Chief Appraiser or the Deputy Chief Appraiser.

Persons authorized to sign contracts must file, with the District's Records Management Officer, conflicts disclosure statements prepared by the Texas Ethics Commission in certain situations involving contracts that are entered or are being considered by the District. If a contractor or potential contractor, including the contractor's agent, is employed by or has a business relationship (resulting in taxable income, other than investment income, of more than \$2,500 per year) with one of the persons authorized to sign District contracts or with these persons' family members related within the first degree of consanguinity or affinity, disclosure statements must be filed. If a contractor or potential contractor, including the contractor's agent, gives to one of the persons authorized to sign District contracts or with these persons' family members (described previously) gifts that have an aggregate value of more than \$250 in the prior year, disclosure statements must be filed. Excepted from the disclosure requirement are gifts given by the recipients' family members and political contributions, as well as food, lodging,

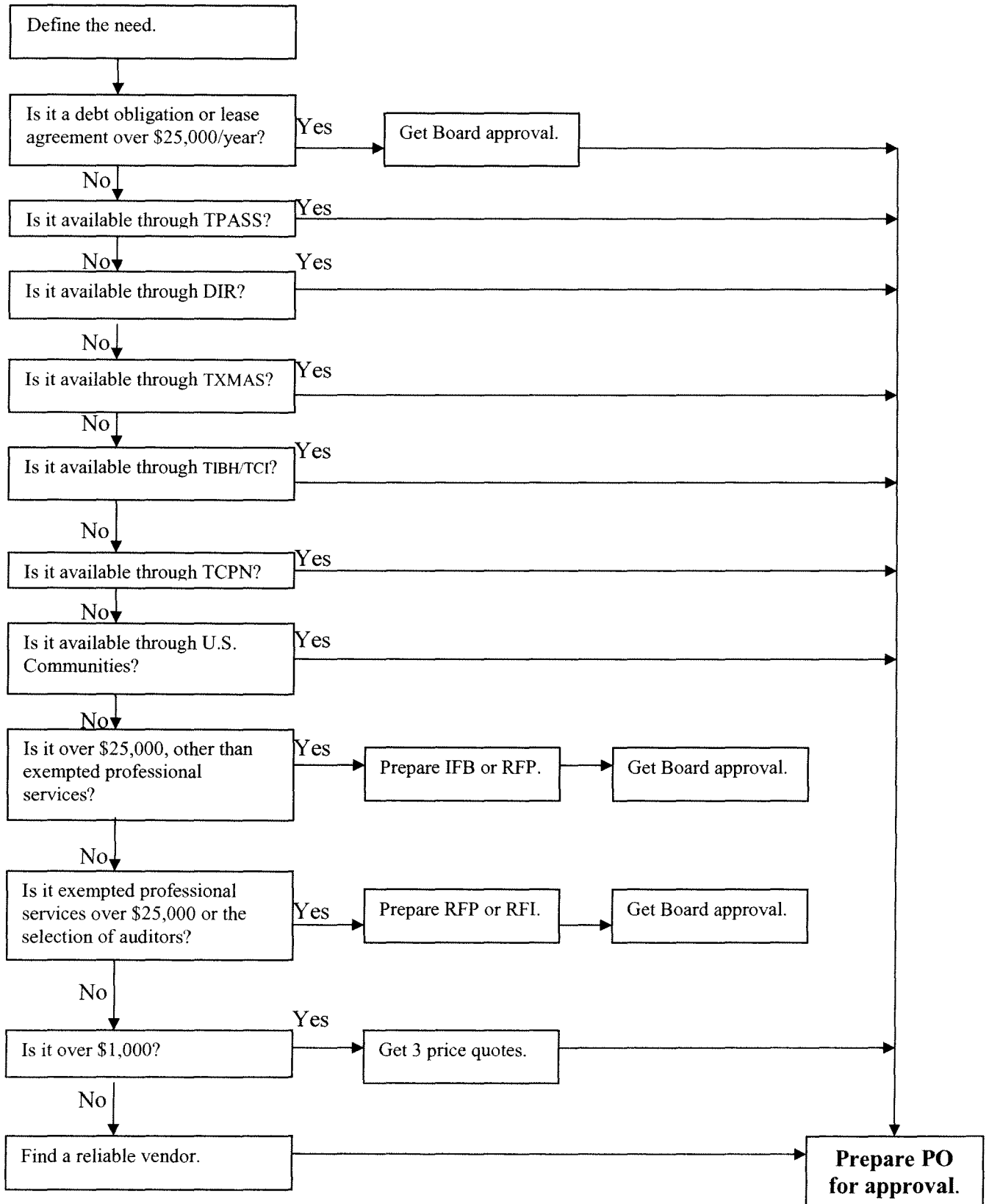
transportation, or entertainment accepted as a guest. Chapter 176, Texas Local Government Code, provides for this filing and the penalties involved.

CHECK SIGNING

For the operating account, checks less than \$300 will be signed by the Chief Appraiser, the Deputy Chief Appraiser or the Finance Director. For checks of \$300 or greater, dual signatures are required. These checks will be signed by two of the following persons:

- Chief Appraiser
- Deputy Chief Appraiser
- Finance Director

PURCHASING FLOWCHART



COMPETITIVE BID PROCEDURES

Legal Requirement

After a need has been determined for an expenditure in excess of \$25,000 and not otherwise exempted from the competitive bid process, the Local Government Code, Chapter 252 requires the proposed contract be submitted to competitive bidding.

Standard IFB Format

A standard format for creation of an IFB (Invitation for Bid) has been developed. An example of a standard IFB format is included as an attachment. The standard format includes the following sections:

1. Invitation to Bid – which describes the product or service needed; where the bid documents may be reviewed; the submission and opening bid procedures; information on the acceptance and rejection of bids; and a schedule of documents attached to the bid.
2. Instructions to Bidders – lists the documents which make up the bid, how interpretations and changes are to be handled, on what form the bid must be submitted, how to submit the bid, how to modify or withdraw a bid, what constitutes acceptance or rejection of bids, and how the contract will be awarded.
3. Bid Form – the form used to submit the bid listing the name of the bidder, the bid amount, any specifics about the bid the vendor must be aware of and agree to, and a signature block for the bidder to sign.
4. Schedules – Any information you need from the bidder such as references, insurance coverage, payment terms, or financial statement. One of the schedules must be Financial Interest Disclosure for the bidders to acknowledge any financial interest in excess of \$5,000 between the bidder and members of the Board of Directors or Executive Team members of the District staff.
5. General Conditions and Specifications – gives information about the District in general and outlines specifics expected from the bidder.
6. Attachments – if any, would provide any historical, background or other information which might be helpful to the bidder.

The initial IFB document must then be submitted to the District's legal counsel for review and to the Board of Directors for approval before the bid is advertised.

Advertisement for Bids

The IFB must be published in a newspaper of general circulation in the district once a week for two consecutive weeks prior to the bid opening date. The date of publication must be at least fourteen days prior to the date set for the public bid opening. A mailing list of interested vendors may also be utilized in addition to the advertisement.

The advertisement must describe the work, state the location where the bid documents may be obtained or examined, state the time and place for bid submission and the time and place for the bid opening.

Opening of Bids

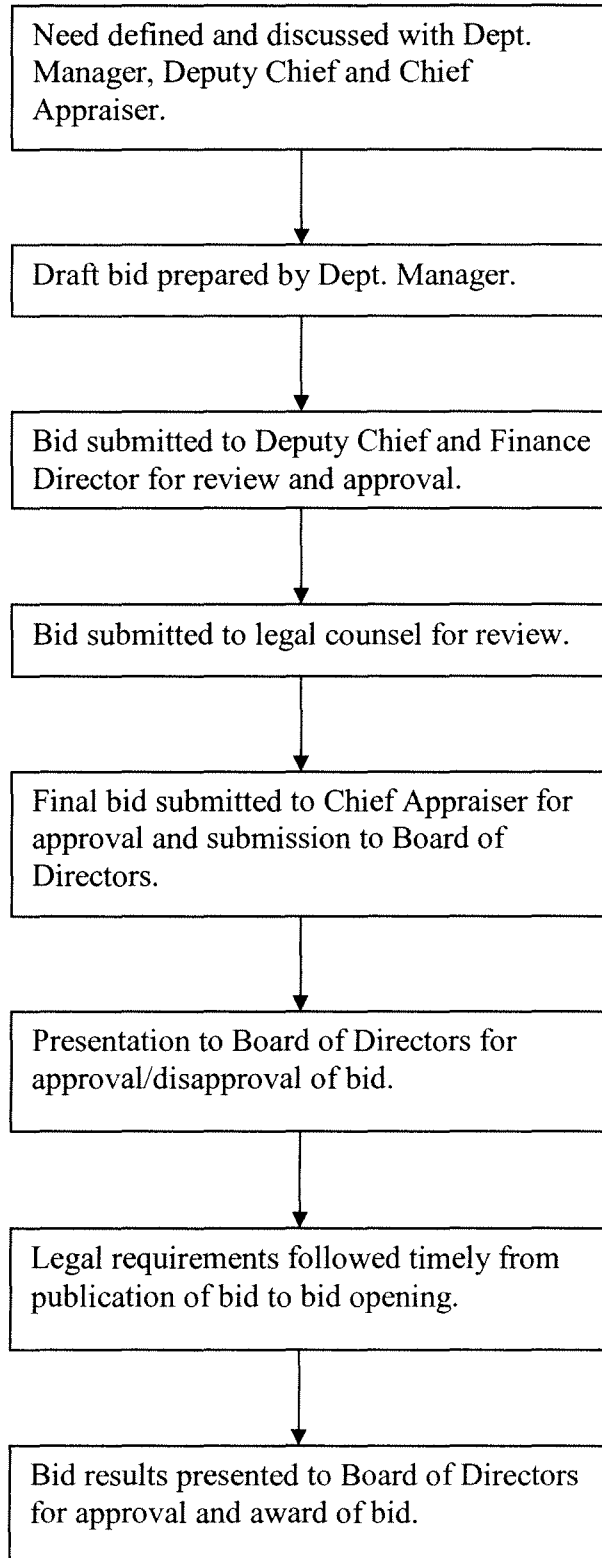
Bids may be opened only by the Chief Appraiser or his/her designee at a public meeting in the District offices. The opening will be read aloud and recorded and bids available for inspection as allowed under the Open Records Act. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price. A bidder may withdraw a bid at any time prior to the stated time for receipt of the bid. The notice to withdraw must be submitted in writing. Bids received after the date and time for receipt of bids will not receive consideration and will be returned unopened.

Award of Contract

The Board of Directors of the District may reject any and/or all bids, and waive any formalities in bidding. A bid may be rejected if not accompanied by the required bid documents; is in any way incomplete, irregular, or nonconforming; or which may otherwise be legally rejected for any reason.

Unless the District rejects all bids, the District intends to award the Contract to the lowest responsible and responsive bidder. 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.

COMPETITIVE BID FLOWCHART



PROFESSIONAL SERVICES

The Chief Appraiser has the authority to execute professional contracts if the contract is for less than \$25,000, not for performance of the annual audit, and does not otherwise require Board of Directors approval. The Texas Government Code Chapter 2254 sets forth the procedures and guidelines for the acquisition of Professional Services and directs the awards for Professional Services be made on the basis of demonstrated competence, qualifications to perform the services for a fair and reasonable price, and not on the basis of competitive bids.

If the contract is anticipated to exceed \$25,000 or is for performance of the annual audit, an RFP (Request for Proposal) or an RFI (Request for Information) should be developed and forwarded to the Board of Directors for approval. After Board approval, the RFP or RFI should be advertised and proceed in the same manner as outlined in Competitive Bid Procedures.

After selection of the most highly qualified provider of those services, negotiation should begin in order to retain the provider for a fair and reasonable price. The professional fees must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations and may not exceed any maximum provided by law.

PURCHASING CODE OF ETHICS

Public employment is a public trust. It is the policy of Bexar Appraisal District to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Bexar Appraisal District. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of Bexar Appraisal District.

To achieve this, it is essential that those doing business with Bexar Appraisal District also observe the ethical standards prescribed here.

General Ethical Standards:

1. It shall be a breach of ethics to attempt to realize personal gain through public employment with Bexar Appraisal District by any conduct inconsistent with the proper discharge of the employee's duties.
2. It shall be a breach of ethics to attempt to influence any public employee of Bexar Appraisal District to breach the standards of ethical conduct set forth in this code.
3. It shall be a breach of ethics for any employee of Bexar Appraisal District to participate directly or indirectly in a procurement when the employee knows that:
 - The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
 - A business or organization which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
 - Any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
4. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of Bexar Appraisal District, or for any employee or former employee of Bexar Appraisal District to solicit, demand, accept or agree to accept from another person, a gratuity or an office of employment in connection with any

decision, approval, disapproval, recommendation in preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any the advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the Bexar Appraisal District.

5. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher subcontractor for any contract for Bexar Appraisal District, or any person associated therewith, as an inducement for the award of a subcontract or order.
6. It shall be a breach of ethics for any employee or former employee of Bexar Appraisal District knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

BEXAR APPRAISAL DISTRICT
Michael A. Amezcua, Chief Appraiser
411 N. Frio
San Antonio, Texas 78207
P.O. Box 830248
San Antonio, Texas 78283-0248
Telephone: 210-224-8511
Facsimile: 210-242-2451

Date: June 3, 2007

Bid No. JANT2007

INVITATION TO BID

The Bexar Appraisal District ("District") is requesting bids for janitorial services for its office facilities located at 411 North Frio, San Antonio, Texas 78207, containing approximately 52,000 square feet and housing approximately 170 employees. Bids are to be submitted on the accompanying Bid Form in accordance with this Invitation and the accompanying Instructions to Bidders.

TYPE OF BID. Lump Sum

BID DOCUMENTS. Bid Documents may be obtained during normal office hours from Randy Hutchison, Finance Director, Bexar Appraisal District, at the Executive Services Department, 411 N. Frio, San Antonio, Texas 78207.

SUBMISSION AND OPENING OF BIDS: All bids must be delivered in person or by United States mail or receipted overnight delivery service. Bids received by oral, telephonic, facsimile, telegraph 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 Janitorial Services, Bid No. JANT2002. All bids must be delivered to the District at the following address:

Bexar Appraisal District
411 N. Frio
San Antonio, Texas 78207
Attn: Chief Appraiser

Bids will be received by the District until 10:00 a.m., San Antonio, Texas, USA, time, on July 2, 2007. At such time, all bids timely received shall be publicly opened and read aloud. Each bidder shall assume full responsibility for timely

delivery of its bid to the location designated for receipt of bids. Bids received after the date and time for receipt of bids will not receive consideration and will be returned unopened.

ACCEPTANCE AND/OR REJECTION OF BIDS. The Board of Directors of the Bexar Appraisal District may reject any and/or all bids, and waive any formalities in bidding. The Board of Directors intends to award the bid by means of competitive bidding to the lowest responsible and responsive bidder. In determining to whom to award the bid, the District may consider all relevant factors and circumstances which the law allows to be considered.

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

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

INSTRUCTIONS TO BIDDERS

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

2. **INTERPRETATIONS AND CHANGES:** Each bidder shall carefully study and compare the Bid Documents with one another; examine the site and local conditions; and promptly report to the District any suspected errors, inconsistencies or ambiguities. Bidders may examine the District's office by appointment by contacting Randy Hutchison, Finance Director, at 210/242-2402. 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 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. A bid by a corporation or other entity shall include the state of incorporation or organization of the bidder, evidence of registration to do business in Texas and reasonable evidence of the authority of the person signing the bid to bind the corporation or other entity. Each bidder shall complete, execute and deliver (as applicable) with its bid, as part of the Bid Form included with the Bid Documents, the following:

(a) **FINANCIAL INTERESTS:** Bidders will certify to the District any known financial interest in excess of \$5,000.00 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 five (5) references from business organizations to whom the bidder has provided commercial janitorial services within the last three (3) years, similar to the type and quantity specified herein. The references shall include the company name, address, contact person, telephone, facsimile number and e-mail address, and a description of the scope, type and dollar amount of the services provided.

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

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

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

4. **SUBMISSION OF BID:** All bids must be delivered in person or by United States mail or receipted overnight delivery service. Bids received by oral, telephonic, facsimile, telegraph 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 Janitorial Services, Bid No. JANT2002. All bids must be delivered to the District at the following address:

Bexar Appraisal District
411 N. Frio
San Antonio, Texas 78207
Attn: Chief Appraiser

Bids will be received by the District until 10:00 a.m., San Antonio time, on July 2, 2002. At such time, all bids timely received shall be publicly opened and read aloud. Each bidder shall assume full responsibility for timely delivery of its bid to the location designated for receipt of bids. Bids received after the date and time for receipt of bids will not receive consideration and will be returned unopened.

By submitting a bid, the bidder warrants and represents to the District that (i) the bidder has prior experience on contracts of the same or similar type, nature and class as this bid; (ii) the bidder has read and understands the Bid Documents and the Contract Documents; (iii) the bid is made in accordance with the Bid Documents; and (iv) the bidder has carefully inspected the office site, and that from the bidder's own investigation, the bidder has satisfied itself as to the nature and location of the work and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the work; the general and local conditions and other items which may in any way affect the performance of the Services; and the bidder has correlated the bidder's site observations with the requirements of the Contract Documents. The bidder understands and accepts the difficulties and costs associated with the Services and has included such considerations in its bid amount.

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, telegram, or other similar electronic means. If by facsimile, telegram 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. 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.

Unless the District rejects all bids, the District intends to award the Contract by means of competitive bidding to the lowest responsible and responsive bidder. 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.

7. 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.

BID FORM

PROPOSAL OF:

Name of Bidder _____

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

FOR: Commercial Janitorial Services
Bid No. JANT2002

The Bidder named herein ("Bidder"), in compliance with the Invitation to Bidders and Instructions to Bidders for Commercial Janitorial Services, Bid No. JANT2002 ("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 commercial janitorial services ("Services") in connection with the Bexar Appraisal District's offices in accordance with the Contract Documents, for the time set forth herein, and at the prices stated herein. The Bidder fully understands the intent and purpose of the Contract Documents and the conditions of bidding as set forth herein and in the Invitation to Bidders and the Instructions to Bidders. The Bidder hereby covenants and agrees that claims for additional compensation or extensions of time because of Bidder's failure to familiarize itself with the Contract Documents or any condition 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 in the Contract Documents, for the **monthly** sum 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, supplies and materials, equipment, insurance, labor, supervision, overhead and profit.***

2. **Hours of Performance:** The Services shall be performed between the hours of 5:00 p.m. and 10:00 p.m. within the normal five-day week observed by the District.

3. **Representations:** By execution and submission of this Bid, the Bidder hereby represents and warrants to the District as follows:

(a) The Bidder has prior experience on contracts of the same or similar type, nature and class as the work for the Project.

(b) The Bidder has read and understands the Bid Documents and the Contract Documents, and this Bid is made in accordance with the Bid Documents.

(c) The Bidder has carefully inspected the Project site, and that from the Bidder's own investigation, the Bidder has satisfied itself as to the nature and location of the work and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the work; the general and local conditions and other items which may in any way affect the performance of the Services; and the Bidder has correlated the Bidder's site observations with the requirements of the Contract Documents. The Bidder understands and accepts the difficulties and costs associated with the Services and the Project site and costs associated therewith and has included such considerations in its work schedule and the Bid Amount.

(d) Bidder has no knowledge of any financial interest in excess of \$5,000.00 in the Bidder or the work contemplated hereunder by any of the Directors or District Staff members identified in Schedule 1 hereto.

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

- Schedule 1: Financial Interest Disclosure
- Schedule 2: References
- Schedule 3: Statement from Insurers
- Schedule 4: Payment Terms and Discounts

BIDDER:

By: _____

Name: _____

Title: _____

SCHEDULE 1

FINANCIAL INTEREST DISCLOSURE

Bidders will acknowledge any financial interest in excess of \$5,000.00 of the following list of Directors and District staff members.

Mr. J. Keith Hughey
Director
3430 Hunters Stand
San Antonio, TX 78230

Mr. Santos Villarreal
Director
3715 Sunshine Ranch Rd.
San Antonio, TX 78228

Mr. James McAden
Director
1127 River Park
San Antonio, TX 78216

Mr. Aaron Valenzuela
Chairman
115 E. Travis, Suite 925
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Ms. Helen Dutmer
Director
739 McKinley Ave.
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Ms. Sylvia Romo
Director
P.O. Box 839950
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Mr. Mike Amezcuita
Chief Appraiser
411 N. Frio
San Antonio, TX 78207

Mr. Kurt Menking
Manager
411 N. Frio
San Antonio, TX 78207

Ms. Mary Kieke
Deputy Chief Appraiser
411 N. Frio
San Antonio, TX 78207

Mr. Geoff Wurts
Manager
411 N. Frio
San Antonio, TX 78207

Mr. Patrick Romo
Manager
411 N. Frio
San Antonio, TX 78207

Mr. Jeff Johnson
Manager
411 N. Frio
San Antonio, TX 78207

Mr. Richard Hammond
Manager
411 N. Frio
San Antonio, TX 78207

Ms. Teina Laird
Manager
411 N. Frio
San Antonio, TX 78207

Ms. Randy Hutchison
Finance Director
411 N. Frio
San Antonio, TX 78207

Mr. Lou Pisano
Human Resources Director
411 N. Frio
San Antonio, TX 78207

SCHEDULE 2
REFERENCES

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

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

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

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

5. Company Name: _____
Contact Person: _____
Address: _____
Telephone No.: _____
Facsimile 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

BID SCHEDULE

Date	Function
June 3, 2007	Issue Invitation to Bid
June 2, 2007	First Newspaper Publication of Bid
June 9, 2007	Second Newspaper Publication of Bid
June 21, 2007	Deadline for clarification requests from Bidders
June 27, 2007	Deadline for Addenda (if any) issued by District
July 2, 2007 @ 10:00 a.m.	Deadline for submission of Bids
July 2, 2007 @ 10:00 a.m.	Public opening of Bids
July 15, 2007	Board consideration of award of contract (anticipated date)
July 24, 2007	Contract executed by Chief Appraiser
August 1, 2007	Contracted work commences

GENERAL CONDITIONS AND SPECIFICATIONS

The District is soliciting bids for complete janitorial services (“Services”) of the office building located at 411 N. Frio, San Antonio, TX 78207. The Services will commence on Wednesday, August 1, 2007 through and including July 31, 2007.

GENERAL CONDITIONS

1. GENERAL

- A. Vendor shall furnish all labor, supervision, supplies, material and equipment necessary to perform satisfactorily the Services at the given frequencies and during the time specified herein.
- B. 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.
- C. Vendor shall perform the Services in accordance with all licensing and operational requirements of City, State, and Federal regulatory agencies.
- D. Vendor shall repair any damage 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.
- E. Bidders will be provided with a District conducted walk-through by appointment only.
- F. Only individuals fully trained in commercial janitorial services are to be used on this project. All individuals performing the Services must be employees of Bidder.
- G. Bids must be firm and inclusive of all costs in connection with the Services.
- H. Services are to be accomplished efficiently with adequate personnel, equipment, and supplies.
- I. The Services will be performed during the following hours: 5:00 p.m. through 10:00 p.m. Monday through Friday, excluding District holidays.
- 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 July 15, 2002.
- 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.

2. Schedule of Cleaning Requirements

A. Daily Services

- Dust mop, spot clean and damp mop all tile floors.
- Vacuum all carpeted areas.
- Clean and disinfect all restroom commodes, urinals, and washbowls.
- Clean and disinfect all restroom floor surfaces, walls, partitions, woodwork, towel dispensers, and mirrors.
- Scrub and disinfect all floor surfaces, walls, faucets, and mirrors as needed to eliminate mildew and bad odors using appropriate cleaning agents.
- Empty and clean restroom waste receptacles, replacing liners as needed.
- Clean and refill all restroom dispensers.
- Clean all doors, door glass, partition glass and woodwork.
- Dust all office furniture, equipment, and display objects. (Working papers and materials will not be moved for dusting.)
- Empty and damp wipe all wastebaskets, replace liners as needed, place all refuse in proper containers and remove trash to outside receptacle area.
- Empty and clean all ashtrays, stands, and urns.
- Clean and dry polish all water fountains.
- Sweep and pick up trash from entry, sidewalk, and trash receptacle area.
- Turn off all lights after cleaning and check in with security guard after last janitorial employee is out of the building.
- Thoroughly clean the break room (wipe tables, counter, sink, microwave oven, and all vending machines).
- Spot clean soiled areas in carpet as needed.
- Wash all boards in classrooms and conference rooms unless marked not to erase.

B. Weekly Services

- All tile floors will be cleaned and waxed or spray buffed.

Clean baseboards and door frames.
Clean out the refrigerator disposing of all food items not in the freezer.

C. Monthly Services (first week of every month)

Spot cleaning and high dusting.
Mini-blinds will be dusted.
Vacuum or brush clean all chairs in conference rooms, training room, and reception areas.

D. Quarterly Services

Clean all windows on the interior side.

E. Semi-Annual Services

All tile areas will stripped and re-waxed.

3. PROCEDURES & QUALITY CONTROL

- (A) Services performed shall be subject to inspection and approval by the Facilities Coordinator for the District.
- (B) Performance will be based upon results, not on frequency or method of performance.
- (C) The vendor shall be responsible for damage to the District's equipment, and/or the workplace and its contents, by its work, by its negligence in work, by its personnel, or by its equipment. 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 lowest responsive and responsible bidder.

5. INSURANCE

- (A) 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.

- (ii) Commercial General (Public) Liability

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

- (iv) Comprehensive Automobile Liability

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

Damage: \$500,000 per occurrence.

- (v) Texas Business Services Bond for Janitorial Services

Minimum \$2,500 for each employee of vendor providing on-site services

- (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 and Automobile 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.