

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

Date: August 24, 2020

Proposal No.: SECURITY2020

Request for Proposal

The Bexar Appraisal District ("District") is requesting proposals for Security Officer Services ("Services") for the Bexar Appraisal District facilities. Proposals are to be submitted on the accompanying Proposal Form in accordance with this invitation and the accompanying Instructions to Vendors and the General Conditions and Specifications.

PROPOSAL DOCUMENTS: Proposal Documents may be obtained on publicpurchase.com or on the District's website www.bcad.org.

INFORMATION MEETING: The District will conduct an informational meeting and walkthrough of the district's facilities on September 15, 2020, at 11:00 a.m. at the District's office. Vendors will be asked to wear a face covering, temp check prior to entry and to follow safety protocols of the District during walkthrough.

SUBMISSION AND OPENING OF PROPOSALS: All proposals must be delivered (1) in person via the District's drop box (2) by first-class United States mail certified; or (3) delivery service with return receipt. Proposals received by any other means are invalid and will not receive consideration. All documents required to be submitted as set forth in the Proposal Form and in the Instructions to Vendors shall be enclosed in a sealed, opaque envelope, marked "Sealed Proposal Enclosed", addressed as specified below and identified as a proposal for Security Officer Services, Proposal No. SECURITY2020. All proposals must be delivered to the District at the following address:

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

Proposals will be received at the District office until **1:00 p.m.**, San Antonio time on **October 13, 2020**, at which time all proposals timely received shall be opened by the Finance Director. Each Vendor shall assume full responsibility for timely delivery of their proposal to the location designated for receipt of proposals. Proposals received after the date and time for receipt of proposals will not receive consideration and will be returned unopened.

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

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

1. Invitation to Vendors
2. Instructions to Vendors
3. Proposal Form (with attached Schedules)
4. General Conditions and Specifications (with attached Exhibits)

INSTRUCTION TO VENDORS

1. **PROPOSAL DOCUMENTS:** The Proposal Documents shall include the Invitation to Vendors, these Instructions to Vendors, the Proposal Form (including all Schedules thereto), the General Conditions and Specifications, and any other contract forms referred to herein. The Contract Documents shall consist of the Contract between the District and the successful Vendor, in form acceptable to the District, and all Addenda issued with respect to any of the Contract Documents prior to the execution of the Contract.
2. **INTERPRETATIONS AND CHANGES:** Each Vendor shall carefully study and compare the Proposal Documents with one another, examine the site and local conditions, and promptly report to the District any suspected errors, inconsistencies or ambiguities. Vendors may only request clarification or interpretation of Proposal Documents in writing, which request must be received by the District on or prior to September 25, 2020 .The District may accept or reject any request for substitution in its sole discretion. Interpretations, corrections, and/or changes of or to the Proposal Documents will be made by written Addendum issued by the District. Any interpretations, corrections, or changes of or to the Proposal Documents made in any other manner will not be binding upon the District, and Vendors may not rely thereon. Addenda will be mailed or emailed to all persons known by the District to have received a complete set of Proposal Documents, and will be mailed to each Vendor at the address furnished by such Vendor to the District for such purposes. In addition, copies of Addenda will be made available for inspection online in the Proposal Documents found on the District's website www.bcad.org or on publicpurchase.com. No Addenda will be issued later than three (3) days prior to the last date for submission of proposals except an Addendum withdrawing the request for proposals or which includes postponement of the date for receipt of proposals. Each Vendor shall acknowledge the receipt of all Addenda issued in its proposal. Failure of a Vendor to receive any such Addenda shall not relieve the Vendor from any obligation under its proposal as submitted. All Addenda so issued shall become a part of the Contract Documents.
3. **FORM OF PROPOSAL:** Proposals shall be submitted on the prescribed form included in the Proposal Documents. All blanks on the Proposal Form shall be completed, in ink or typewritten, with sums expressed in both words and figures. In case of discrepancy between the words and figures, the amount written in words shall govern. All requested alternates shall be proposed, and if no change in the base proposal is required, the phrase "No Change" shall be inserted in the appropriate location. Each copy of the Proposal Form shall include the legal name of the Vendor and shall indicate whether the Vendor is a sole proprietor, partnership, corporation, or other entity. A proposal by a corporation or other entity shall include the state of incorporation or organization of the Vendor, evidence of registration to do business in Texas and reasonable evidence of the authority of the person signing the proposal to bind the corporation or other entity. Each Vendor shall complete, execute, and deliver (as applicable) with its proposal, as part of the Proposal Form included with the Proposal Documents, the following:
 - A. **CLIENT LIST:** The Vendor shall provide a current Security Officer Contact List, which will identify 5 of the Vendor's contracts during the past three (3) years, and the company name, a current telephone number and the contact person for each company, to be attached to the Proposal Form as **Schedule 1**. By submission of its proposal, the Vendor authorizes the District to contact each of the companies and/or persons listed thereon for references and other information concerning the Vendor and its contract performance.
 - B. **FINANCIAL INTERESTS:** Vendors will certify to the District any known financial interest of any member of the Board of Directors or District staff, identified on and attached to the Proposal Form as **Schedule 2**.
 - C. **STATEMENT CONCERNING INSURANCE:** Vendors shall furnish either (1) a statement from their insurers that the District will be provided certificates evidencing all required insurance types and levels, none of which shall be cancelled or materially amended until after thirty (30) days advance written notice received by the Chief Appraiser of the District on and attached to Proposal Form as Schedule 3; or (2) a statement that the Vendor will reimburse the District in a manner

determined solely by the District for the cost of the District providing all insurance types and levels required by this Request for Proposal.

- D. REQUIRED CERTIFICATIONS:** All Vendors shall furnish to the District proof of Texas Law Enforcement Certification and authority to carry weapons, as well as all other certifications required by all applicable local, state, and federal statutory and regulatory authorities for the performance of the Services. Each Security Officer employed to provide the Services shall meet the minimum criteria outlined under General Conditions and Specifications item number 3 and provide applicable certification documents to the District. **Documents showing compliance of requirements for all officers to be assigned to District should be attached to Proposal Form as Schedule 4. Non-Compliance will result in rejection of proposal.**
- E. VENDOR HISTORY AND EXPERIENCE:** All Vendors shall state their ability to provide the services as described in Scope of Services. Provide a brief history of the Vendor's firm and its experience. Qualifications and success in providing these services. Include training methods and explain how background checks are conducted. **Schedule 5.**
- F. HB 89 Verification (Schedule 6):** Complete form as a requirement of proposal.

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

- 4. PROPOSAL WARRANTY:** By submitting a proposal, a Vendor warrants and represents to the District that (i) the Vendor has prior experience on contracts of the same or similar type nature and class as the Services specified; (ii) the Vendor has read and understands the Proposal Documents and the Contract Documents; (iii) the proposal is made in accordance with the Proposal Documents; and (iv) the Vendor has carefully inspected the site; and that from the Vendor's own investigation the Vendor has satisfied itself as to the nature and location of the Services specified and the character, quality, quantities, materials, and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the Services specified; the general and local conditions and other items which may in any way affect the Services specified or its performance; and the Vendor has correlated the Vendor's site observations with the requirements of the Contract Documents.
- 5. MODIFICATION AND WITHDRAWAL OF PROPOSALS:** Prior to the last date specified for submission of proposals, a proposal may be modified or withdrawn by notice to the District at the place designated for receipt of proposals. Such notice shall be in writing and executed by the Vendor or by facsimile, email, or other similar electronic means. If by facsimile, email, or other similar electronic means, written confirmation executed by the Vendor shall be mailed and postmarked or personally delivered on or before the stated time set for receipt of proposals. Any proposal withdrawn may be resubmitted within the time designated for the submission of proposals. Except as expressly provided herein, no proposal may be modified, withdrawn, or cancelled by a Vendor for a period of sixty (60) days after the last date specified for receipt of proposals.
- 6. CLARIFICATION OF RFP:** The Vendors must submit all questions concerning this RFP in writing to Paul Thepuatrakul as listed below and not to any other person at the District or questions can be submitted to <http://www.publicpurchase.com/>. The District will determine whether any addenda should be issued as a result of any questions raised. Responses to combined Vendor questions shall be mailed to the address submitted at the time of RFP pick-up or listed on <http://www.publicpurchase.com/> with all addenda being e-mailed to interested vendors.

Paul Thepuatrakul
Information Systems Director
411 N Frio
San Antonio, TX 78207
(210) 242-2513 Fax:
pthepuatrakul@bcad.org

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

Prompt payment discounts will be considered, provided that the period during which the discount is offered is sufficient to permit payment by the District within the regular course of business (i.e. at least ten (10) calendar days). The District may consider all relevant factors and circumstances, which the law allows to be considered in determining to whom to award the proposal.

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

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

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

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

		Weight
A.	The Vendors plan to provide the District with all Services described in the General Conditions and Specifications	25
B.	The Vendors experience in providing services complying with the requirements of this Request for Proposal	25
C.	The experience and training of the individuals which the Vendor proposes to provide Services	30
D.	The Vendor's references from clients which are comparable to the District	10
E.	The contractual terms which would govern the relationship between the District and the selected Vendor	5
F.	Any other factors relevant to the Vendor's capacity and willingness to satisfy the District.	5
	<i>Total</i>	100

PROPOSAL FORM

PROPOSAL OF:

Name of Vendor: _____

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

FOR: Security Services
Proposal No.: SECURITY2020

The Vendor named herein ("Vendor"), in compliance with the Invitation to Vendors and Instructions to Vendors for Security Services, Proposal No. SECURITY2020 for the Bexar Appraisal District, San Antonio, Texas ("District"), having carefully examined the Contract Documents (as such term is defined in the Instructions to Vendors), hereby offers to enter a contract to provide Security Officer Services ("Services") at the Bexar Appraisal District's offices in accordance with the Contract Documents, specifically all requirements included the General Conditions and Specifications attached hereto. It further offers to provide these Services within the timeframe and at the prices stated therein. Additional services, if any, will be provided by the Vendor and included in the Proposal Amount as set forth in Schedule 4. The Vendor fully understands the intent and purpose of the Contract Documents and the conditions of process as set forth herein and in the Invitation to Vendors and the Instructions to Vendors. The Vendor hereby covenants and agrees that claims for additional compensation or extensions of time because of Vendor's failure to familiarize itself with the Contract Documents or any condition at the Project site will not be allowed.

1. PROPOSAL AMOUNT:

A. ESTIMATED ANNUAL HOURS: 3,416

UNIT PRICE PER HOUR (Written Amount): _____

Dollars (\$ _____)

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

2. TERM: The term of the Contract shall be for twelve (12) months, commencing on January 1, 2021 and terminating on December 31, 2021 with the said term being capable of extension by mutual written agreement of the parties, unless sooner terminated in accordance with the Contract Documents.

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

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

- A. The Vendor has prior experience on contracts of the same or similar type, nature and class as the Services under the Contract Documents.
 - B. The Vendor has read and understands the Proposal Documents and the Contract Documents, and this Proposal is made in accordance with the Proposal Documents.
 - C. The Vendor has carefully inspected the Project site, and that from the Vendor's own investigations, the Vendor has satisfied itself as to the nature and location of the Services and the character, quality, quantities, materials, and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the Services; the general and local conditions and other items which may in any way affect the performance of the Services; and the Vendor has correlated the Vendor's site observations with the requirements of the Contract Documents. The Vendor understands and accepts the difficulties and costs associated with the Services, and have included such considerations in the Proposal Amount.
 - D. Vendor has no knowledge of any financial interest in Directors or District Staff members identified in **Schedule 2** hereto.
 - E. The Proposal Amount includes all charges in connection with the performance of the Services as specified in the Contract Documents.
5. **SCHEDULES:** The following required schedules are attached to the Proposal Form and incorporated herein:

- Schedule 1:** Client List
- Schedule 2:** Financial Interests Disclosure
- Schedule 3:** Statement Concerning Insurance
- Schedule 4:** Individual Officer Compliance Documents
- Schedule 5:** Vendor History and Experience
- Schedule 6:** HB 89 (207) Verification Form

VENDOR:

By: _____

Name: _____

Title: _____

SCHEDULE 1
CLIENT LIST

1. Name: _____ Phone: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Description of Work: _____

2. Name: _____ Phone: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Description of Work: _____

3. Name: _____ Phone: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Description of Work: _____

4. Name: _____ Phone: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Description of Work: _____

5. Name: _____ Phone: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Description of Work: _____

SCHEDULE 2

FINANCIAL INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed Acknowledgement:

Signature: _____

Print Name and Title: _____

SCHEDULE 3
INSURANCE STATEMENT

SCHEDULE 4

INDIVIDUAL OFFICER COMPLIANCE DOCUMENTS

SCHEDULE 5

VENDOR HISTORY AND EXPERIENCE

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

PROPOSAL SCHEDULE

DATE	FUNCTION
August 24, 2020	Issue Invitation to Proposal
August 30, 2020	Newspaper Publication of Proposal (1 st)
September 6, 2020	Newspaper Publication of Proposal (2 nd)
September 15, 2020 @ 11:00 a.m.	Information meeting at 11 a.m.
September 25, 2020	Deadline for Vendors to submit all questions by 5:00 p.m.
October 2, 2020	Response to questions completed and mailed to Vendors
October 13, 2020	Deadline for acceptance of proposals; proposals must be received by 1 p.m. Bids will be open and read aloud via Zoom promptly at 1:00 p.m
October 16, 2020 through October 19, 2020	Contract Negotiations
December 1, 2020	Contract executed by Chief Appraiser (anticipated date)
January 1, 2021	Commencement of Services under new contract

GENERAL CONDITIONS AND SPECIFICATIONS

The District is soliciting proposals from vendors (individually, a "vendor") for Security Officer Services ("Services") at its offices located at 411 North Frio, San Antonio, Texas 78207. The Services will commence on January 1, 2021 and shall be performed in accordance with these General Conditions and Specifications, including the following minimum requirements:

- ☞ Normal Service Hours shall be Monday-Friday, from 7:30 a.m. to 5:30 p.m., excluding District holidays (10 hrs x 250 days = 2,500 hours)
- ☞ Additional Service Hours shall be Monday-Friday, from 7:30 a.m. to 5:00 p.m. (9.50 hrs x 90 days = 855.00 hours) will be required for second floor coverage when informal protests are scheduled. Informal protests are scheduled to start in May and end in September.
- ☞ An additional ten (10) hours of coverage for after hour Appraisal District Board of Directors' meetings.
- ☞ An additional one-half hour of coverage from 6:00 p.m. to 6:30 p.m., will be required when Protest Hearings are scheduled (90 days x .50 hr = 45 hours). The District's protest season starts in May, peaks in June and July and continues into August and September.
- ☞ An additional one (1) hour of evening coverage from 6:00 p.m. to 7:00 p.m., will be required when evening Protest Hearings are scheduled. Evening protests are scheduled starting in June and through the month of August. Typically, two (2) evening hearings are scheduled during these months. The District will provide two weeks notice. (2 hrs x 3 mo = 6 hours)
- ☞ **Additional Service Hours and/or additional Security Officers may be requested by the District at any time at the rate therefore specified in the Proposal and Contract Documents, upon 24 hours prior notice by the District to the Vendor. This may include but is not limited to additional officers during Protest Hearings at District Offices or other meetings are being conducted.**
- ☞ The qualifications of each Security Officer shall be subject to the approval of the District.
- ☞ The District may request a replacement or substitute Security Officer for the life of the contract if an assigned Security Officer fails to satisfactorily perform the Services or to comply with the District rules and regulations in the performance of the Services

The capitalized terms used herein shall have the meaning assigned to such term in Exhibit A attached hereto and incorporated herein for all purposes.

1. GENERAL

- A. Vendor shall perform the Services in accordance with all licensing and operational requirements of local, state, and federal governmental authorities. If there is a conflict between these requirements and any other requirement set forth in the Contract Documents, the more stringent requirement shall control.
- B. At all times during the Term, Vendor shall furnish, adequate, qualified, and state certified personnel and equipment to perform the Services, at the hourly rates stated in the Proposal and the Contract Documents.
- C. Vendor acknowledges and agrees that the District is a political subdivision of the State of Texas, and is subject to certain public access and disclosure requirements, including, without limitation, the Texas Open Information Act.
- D. Vendor acknowledges that the Services are to be performed in connection with the Facility occupied and in use. It is imperative that the performances of the Services not interfere with, interrupt, or disrupt the District's normal operations of the Facility. Vendor agrees to and shall comply with all rules, regulations, and requirements of the District, and shall take all steps necessary to protect and guard the safety of the employees, general public, and invitees of the District. Vendor recognizes that the ongoing activities in proximity with its activities shall result in the need for prompt and effective coordination of its Services with those involved in the ongoing utilization of the Facility.

E. Vendor must have provided Security Services similar to those required by the District from January 1, 2020 through December 31, 2021, in Bexar County.

- 2. SCOPE OF SERVICES:** Vendor agrees to provide the Services to the District at the rates specified in the Contract Documents. Vendor is responsible for coordinating the performance of the Services hereunder with the Information Systems Director.

Vendor shall make daily written reports and recommendations to the Information Systems Director or other designated representative with copies of written materials prepared by the Vendor or made available to it as a result of the performance of the Services, including all police reports. All reports are confidential (oral & written) and should be given to the Information Systems Director.

Vendor shall provide upon request by the District, free background checks and area crime analysis reports. Vendor must be able to provide traffic control for special events as needed. Vendor will be responsible for filing misdemeanor and felony reports with the Bexar County District Attorney.

Vendor shall provide both formal and informal procedures for handling: communication, notifications, arrests, prisoner transfer or requests (that may effect the District) with the San Antonio Police Department (SAPD) or Magistrates Office.

Vendor shall have established procedures that regulate response to incidents, emergency contingencies, and contracting supervisors. Such procedures must be provided to the Information Systems Director at the commencement of the Term. Vendor's performance of the Services shall be in accordance with the highest standard prevailing in the industry. Vendor shall provide a complete company personnel roster, including an organization chart, and listing of officers, directors, and executive personnel and their qualifications. ***Vendor will be required to provide updated personnel rosters and organizational charts to the Chief Appraiser whenever changes in the Vendor's personnel are made.***

Vendor must provide the Chief Appraiser with a copy of their current State of Texas Security License. Vendor must also provide documentation on the Officers Commission including by whom and when they were commissioned.

The Vendor shall hire and place personnel at the site location that will remain at the site location during their employment. Frequent changes of on site personnel shall be considered breach of this contract and will result in termination of the contract. Frequent changes shall be determined at the discretion of the Information Systems Director.

The Vendor must make provisions to cover any occasion that an assigned guard does not show up or is late.

It is the Vendor's responsibility to make changes in the work schedule as may be requested by the Chief Appraiser or his/her designee. All hours listed above must be covered by guard service, including lunch/dinner and any breaks.

All of the Vendor's service personnel shall be in uniform (supplied by the Vendor) at all times. The uniform shall be neat, clean, pressed and kept in good physical condition. No non-company supplied symbols, pins, buttons or slogans may be applied to the uniform.

The Vendor is responsible for assuring that all service personnel shall receive training that is adequate for them to fully understand and perform their duties.

All of the Vendor's service personnel shall be capable of taking verbal messages over the telephone and forwarding those messages in written form.

All of the Vendor's service personnel shall adhere to the Policies and Procedures established by the Board of Director's of the Bexar Appraisal District.

The Vendor's service personnel shall guard the property against entry by unauthorized people, monitor or/and remove unruly people from the premises at the request of the Chief Appraiser or his/her designee.

The Vendor's service personnel shall be familiar with and check the District's monitor system frequently as well as the parking lot. When a vehicle is parked in the District's parking lot and the person/people are not utilizing the District's services, the guard shall ticket the vehicle and/or at the request of the Chief Appraiser or his/her designee contacts the contracted towing company to tow the vehicle away.

The Vendor's service personnel shall perform staggered inspections of the buildings, including the restrooms and grounds in the immediate vicinity of the District. This includes loiterers in the immediate vicinity of the buildings' exteriors.

The Vendor's service personnel shall not leave their assigned duty areas until they have been properly relieved. Under no circumstances shall any assigned area be left abandoned without proper authority from the Chief Appraiser or his/her designee.

Sleeping on duty will not be tolerated and shall result in the service personnel being replaced immediately by the Vendor. Service personnel shall be alert to surrounding area of responsibility at all times and must keep their eyes open and not closed while on duty. Failure to comply may result in removal of service personnel for the life of the contract.

The Vendor's service personnel shall report maintenance problems to the Finance Director or Facility Coordinator so staff can make needed service arrangements.

The Vendor's service personnel will be issued Building Entry Access Cards in the performance of their duties. The service personnel are responsible for the \$10 fee to replace these access cards and shall immediately contact the Information Systems Director when they have been lost or damaged.

3. MINIMUM REQUIREMENTS FOR SECURITY OFFICERS. EACH SECURITY OFFICER EMPLOYED TO PROVIDE THE SERVICES SHALL MEET THE FOLLOWING MINIMUM CRITERIA AND PROVIDE APPLICABLE CERTIFICATION DOCUMENTS TO THE DISTRICT

- A. Must be able to issue on-sight misdemeanor arrest powers at the Bexar Appraisal District.**
- B. Must have authority to issue on-site criminal trespass warnings.**
- C. A minimum of six (6) months previous experience providing commissioned peace officer service.**
- D. Must have attended certified Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) courses on self-defense and earned TCLEOSE license.**
- E. High School graduate or must have obtained Graduate Equivalency Diploma, and must demonstrate a functionally equivalent level of communication in the English language.**
- F. Able to speak, understand, read, and write the English language proficiently.**
- G. Must be able to create, modify and print Microsoft Word Documents.**
- H. Not have been convicted in any jurisdiction of any felony unless a full pardon has been granted.**
- I. Not have been convicted in any jurisdiction of a misdemeanor involving moral turpitude during the seven-year period preceding the date of application unless a full pardon has been granted.**
- J. Must not have been declared incompetent by reason of mental defect of disease by any court of competent jurisdiction without having been restored.**
- K. Not be suffering from habitual drunkenness or from narcotics addition or dependence.**
- L. Be commissioned or registered under Article 4413 (29bb), V.A.C.S.**

- M. Must be able to issue on-sight felony arrest powers at the Bexar Appraisal District.
- N. Must be certified to carry a firearm.
- O. Must be certified in the use of both a primary lethal weapon and a non-lethal secondary weapon.
- P. CPR Certification must be current.

4. **LIMITATIONS ON SECURITY OFFICERS' HOURS:** A Security Officer is not to perform the Services if such assignment would require that the Security Officer works more than twenty-five (25) hours in a consecutive forty-eight (48) hour period or more than sixty (60) hours in a single seven (7) day period, unless written approval is obtained from the Information Systems Director. Vendor shall maintain a sufficient number of commissioned or noncommissioned officer personnel in reserve in order to comply with this requirement.

5. **SECURITY OFFICERS' EQUIPMENT:** Vendor shall, at its expense or at its employees' expense, furnish each Security Officer with a distinctive uniform and all basic officer supplies, including an identification card bearing a recent photograph of the security officer. Vendor shall provide all necessary equipment to carry out the requirements of the proposal; this includes, but is not limited to: uniform, identification, lethal weapon, non-lethal weapon, handcuffs and a communication device - 2-way radio.

6. **SUPERVISION:** Vendor shall designate a supervisor for the Security Officers performing the services hereunder. Supervision shall consist of that level of management and administrative activity necessary to ensure that each Security Officer is performing his/her duties in both a safe and efficient manner.

Upon receiving a call from the Information Systems Director or designated representative of the District requiring the supervisor's attention, the supervisor will respond within ten (10) minutes via telephone and will be on-site at the facility within thirty (30) minutes of official notification by the Security Officer and/or District staff to deal with the situation.

7. **RESPONSE TO INCIDENTS:** Any incident, whether emergency or otherwise, shall be reported in writing to the Chief Appraiser or his/her designee by close of business on the day the incident occurs or the first business day immediately following the incident.

8. **TERMINATION OF CONTRACT:** The District shall terminate for non-performance any contractor who, upon entering into this contract to provide security guard services to the District, is found to be in non-compliance with the specifications. The District shall provide the contractor with the notice of deficiency(ies) and the contractor will have forty-eight (48) hours to correct such deficiency(ies). If the contractor fails to correct such deficiency(ies) within the allotted time and/or there is continued non-performance (ie. Repeated incidents of deficiency(ies)) the District has the right to terminate the agreement by providing the contractor with thirty (30) days written notice.

9. **REMOVAL OF SECURITY OFFICERS:** Vendor shall remove a particular Security Officers from assignment for the life of the contract upon receipt of a written or oral request from the Chief Appraiser or his/her designee to do so. Vendor agrees to immediately replace any Security Officer, with another fully trained Security Officer acceptable to the District.

10. PAYMENT

A. Vendor will submit an itemized invoice for payment of Services performed for the preceding calendar month, or portion thereof, to Information Systems at the Bexar Appraisal District. The District will allow weekly, bi-weekly, or monthly invoicing and payment. Vendors should indicate in proposal their payment requirements or preferences.

B. The District is exempt from the limited sales, excise and use tax imposed by Chapter 151 of the Texas Tax Code and the Proposal Amount and the Contract shall not include any such amounts.

11. INSURANCE

A. If the Vendor has its own insurance coverage as outlined below, it must submit to the District insurance certificates meeting all of the following requirements within three (3) business days after notification of acceptance of proposal and prior to commencement of the services. The Vendor shall maintain, for the duration of the Contract and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Texas, in the following types of amount:

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

2) Workers Compensation-Statutory

Texas Employer's Liability

Bodily Injury by Accident (Each Accident) \$500,000.00

Bodily Injury by Disease (Each Disease) \$500,000.00

Bodily Injury by Disease (Policy Limit) \$500,000.00

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

3) Commercial General (Public) Liability

Commercial General (Public) Liability – Combined Single Limit for Bodily Injury and to include coverage for the following Property Damage: \$1,000,000.00 per where the exposure exists. occurrence written on an occurrence form.

a) Premises/Operations

b) Independent Contractors

c) Products/Completed Operations

d) Personal Injury

e) Contractual Liability

f) Broad Form Property Damage (Explosion, collapse, and underground property damage, where applicable)

4) Comprehensive Automobile Liability

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

Damage: \$1,000,000.00 per occurrence.

B. Insurance shall be written by companies licensed to transact business in the State of Texas and acceptable to the District. All such policies shall provide that such policies will not be cancelled or materially amended until after thirty (30) days advance written notice received by the Chief Appraiser. The District shall be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

C. If the Vendor elects to reimburse the District for the District's provision of all insurance outlined in Section A to Vendor, a statement must be provided to that effect. The statement shall be an agreement by the Vendor for payment to the District, in any manner determined solely by the District. Failure to reimburse the District according to these terms will result in the forfeiture of this contract by the Vendor and immediate termination of Services.

12. INDEPENDENT CONTRACTOR

Vendor shall provide the Services as an independent contractor. The District shall not be liable for any claims, which may be asserted by any third party occurring in connection with the Services performed by the Vendor, and the Vendor shall have no authority to bind the District concerning any matter. Further, the District may not control the activities, scheduling, or operations of the Vendor, except as provided by this contract, with regard to the provision of the Services.

13. INDEMNITY

- A. VENDOR SHALL COVENANT AND AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS, THE DISTRICT AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVE OF THE DISTRICT, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE DISTRICT DIRECTLY OR INDIRECTLY ARISING OUT OF RESULTING FORM OR RELATED TO VENDOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVE WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THE CONTRACT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE DISTRICT UNDER TEXAS LAW AND WITHOUT PROVISION OF THE INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. VENDOR SHALL PROMPTLY ADVISE THE DISTRICT IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE ACTIVITIES UNDER THE CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT VENDOR'S COST. THE DISTRICT SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING VENDOR OF ANY OF ITS OBLIGATIONS.**
- B. THE INDEMNITY PROVIDED IS AN INDEMNITY EXTENDED BY VENDOR TO INDEMNIFY, PROTECT, AND HOLD HARMLESS THE DISTRICT FROM CONSEQUENCES OF THE DISTRICT'S OWN NEGLIGENCE, PROVIDED HOWEVER THAT THE INDEMNITY SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE DISTRICT IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE DISTRICT IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. VENDOR FURTHER AGREES TO DEFEND, AT ITS EXPENSE AND ON BEHALF OF THE DISTRICT AND IN THE NAME OF THE DISTRICT, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE DISTRICT AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVE, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THE INDEMNITY SHALL APPLY.**

14. AMENDMENTS

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

15. SUBCONTRACTING OR ASSIGNMENT

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

DEFINITIONS: The words, terms, and phrases that follow shall have the meaning set out below unless a different meaning clearly appears from the context in which the term appears.

- A. **SECURITY OFFICER:** A person employed to provide Security Officer Services, including Commissioned and Non-Commissioned Officers.
- B. **COMMISSIONED OFFICER:** A Security Officer who holds a Security Officer Commission issued by the Texas Board of Private Investigators and Private Security Agencies, pursuant to the authority of **Texas Revised Civil Statutes, Article 4412 (22BB) V.A.C.S.**, and directed to carry a firearm while providing armed Security Officer Services.
- C. **ON-SITE OFFICER:** A Commissioned Officer who will wear a standard company uniform while performing Security Officer Services. On-Site Officers will perform security duties for the Bexar Appraisal District on an as needed basis as required by the Chief Appraiser or his/her designee.
- D. **ON-SITE SUPERVISOR:** A Commissioned Officer who performs security and supervisory officer duties. The On-Site Supervisor will assist the Chief Appraiser or his/her designee in respect to the performance of the Security Officer Services including, but not limited to:
 - 1) Direct supervisory responsibility of all Security Officers at the Facility.
 - 2) Providing weekly work schedules to the Finance Director, including schedules of relief personnel, and maintains Security Officer schedules, including overtime control, vacations, roll call changes, and prepare and circulate the weekly work schedules.
 - 3) Instructing all Security Officers in customer service as well as the layout and location of the Facility.
 - 4) Shall make provisions to cover any occasion that an assigned Security Officer does not show up or is late.
 - 5) Responsible for assuring that all service personnel receive training that is adequate for them to fully understand and perform their assigned duties.
- E. **FACILITY:** Bexar Appraisal District building and premises located at 411 North Frio Street, San Antonio, TX 78207.
- F. **INCIDENT REPORT:** A written report prepared by a Security Officer detailing and describing any extraordinary event or unauthorized activity occurring during that Security Officer's shift that affects or might reasonably be expected to affect the security or safety of either the Facility, the property located thereon, or any individual at the Facility.
- G. **SECURITY REQUIREMENT LIST (SRL):** The specific security requirements, as defined by the Information Systems Director, for the Facility. The Information Systems Director may alter or amend all or any part of the existing Security Requirement List by delivering an SRL to the Vendor. The amended SRL will go into effect at 8:00 a.m. on the second day following its delivery or at a mutually agreed upon earlier or later date between the Vendor and Information Systems Director. ***The SRL may be altered or amended at any time during the Term.***
- H. **SERVICE-HOUR:** A unit of measure equal to the services of one Security Officer for a period of one hour.
- I. **SECURITY OFFICER SERVICES:** The prevention of intrusion, unauthorized entry, larceny, vandalism, abuse, fire and trespass on the designated premises of the District; the prevention, observation or detection of any unauthorized activity on the designated premises of the District, and the documentation of all authorized entry form or conditions requiring the response of the Security Officer.
- J. **TERM:** The term for the Contract for Services, beginning on January 1, 2021 and terminating on December 31, 2021, unless sooner terminated in accordance with the Contract. The term of this agreement may be extended for two years upon written consent of both parties.