



***HARRIS COUNTY
APPRAISAL DISTRICT
Harris County
Houston, Texas***

***BID DOCUMENTS
BID NUMBER 2016-10***

***FACILITIES MANAGEMENT AND
OPERATIONS SERVICES
FOR THE
HARRIS COUNTY APPRAISAL DISTRICT
HEADQUARTERS BUILDING
13013 NORTHWEST FREEWAY
HOUSTON, TEXAS 77040-6305***

Issued: OCTOBER 19, 2016

Bid Number 2016-10

**HARRIS COUNTY APPRAISAL DISTRICT
INVITATION TO BID**

Issued: October 19, 2016

Bid Opening:

Sealed bids, in duplicate, will be received by the Purchasing Manager for the Harris County Appraisal District, Second Floor, 13013 Northwest Freeway, Houston, Texas 77040 until 2:00 P.M., Wednesday, November 23, 2016, and all bids will be opened and publicly read in the Board Room, 7th Floor, 13013 Northwest Freeway at 2:30 P.M. on that date for the purchase of:

**FACILITIES MANAGEMENT AND OPERATIONS SERVICES
FOR THE HARRIS COUNTY APPRAISAL DISTRICT HEADQUARTERS
BUILDING
LOCATED AT 13013 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040**

Buyer: If you have any questions or comments regarding this bid package, contact Tammy Argento, Purchasing Manager, at (713) 957-7401.

Site Visit: A site visit is scheduled for Tuesday November 1, 2016, at 9:00 a.m. in the 7th floor boardroom. Bidders are urged to attend. The building, central plant, and floor plans will be available for inspection at that time.

INSTRUCTIONS TO BIDDERS

1. All bids must be on forms furnished by the Purchasing Manager, Harris County Appraisal District and must be written in ink, by typewriter, or printer. Pencil quotations will not be considered. Bids must be manually signed in ink by an authorized officer of the company and acknowledged by a Notary Public. Submit an original only, no copies are required. The statement **“BID #2016-10 ENCLOSED”** must be indicated on all bid packages. If a bid is not adequately identified, it will be opened to establish identification and will be processed as any other bid. However, this results in an unsealed bid and violates the integrity of purpose for the sealed bid procedure. Consequently, bidders are urged to make certain the envelope is adequately identified.
2. **TIME AND DATE:** Bids **MUST** physically be in the Purchasing Manager's office, 13013 Northwest Freeway, Second Floor, by 2:00 P.M. on the date bids are due; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery.
3. **WITHDRAWAL OF BID:** A bidder may withdraw his proposal before the expiration of the time during which a proposal may be submitted by submitting a written request for its withdrawal to the officer who holds it.
4. Bids must show net prices, extensions and net total. In case of conflict between unit price and extension, the unit price will govern.

5. No change in price will be considered after bids have been opened.
6. This proposal must not be altered. Any erasure or alteration of figures may invalidate the bid on the item on which the erasure or alteration is made.
7. Bids will not be considered in cases in which bidder quotes an item price and also an alternate price on a proposed substitute item, except in cases in which alternate bids are called for. Submission or attachment of Quotation Forms containing alternative terms and/or conditions is not acceptable and can result in your bid being determined as non-responsive. If you wish to submit more than one bid on the same item, you must submit separate bid forms for each submission, complete with signature page.
8. All bids are for delivery not later than the time stated in the specifications, F.O.B., Destination, Full Freight Allowed to the point of delivery stated in the Specifications and/or Bid Form.
9. Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the Purchasing Office, Second Floor, 13013 Northwest Freeway, Houston, Texas.
10. Bidders having delinquent property taxes will not be considered for award.

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**SECTION A
OFFICIAL BID FORM**



**Bid Number 2016-10
FACILITIES MANAGEMENT
AND OPERATIONS SERVICES
FOR THE HARRIS COUNTY APPRAISAL DISTRICT
HEADQUARTERS BUILDING
LOCATED AT 13013 NORTHWEST FREEWAY,
HOUSTON, TEXAS**

The undersigned Bidder hereby offers to contract with the Harris County Appraisal District (HCAD) upon the terms and conditions stated in the document entitled “Invitation to Bid for Harris County Appraisal District Headquarters – Facilities Management and Operations Services” along with all schedules and exhibits incorporated herein by reference for a twenty-four (24) month period with 4 twelve (12) month option years. This offer is made at the following prices. When issued, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

HCAD may accept this bid offer by issuance of a purchase order covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by HCAD. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing. This contract is subject to annual appropriation by the Board of Directors of the Harris County Appraisal District.

HCAD reserves the option to increase or decrease the quantities and/or services listed, subject to the availability of funds, and/or make award by line item.

If HCAD accepts the foregoing offer, this Bidder promises to deliver to the Purchasing Manager of HCAD, proof of insurance as outlined in the Invitation to Bid on or before the 10th day after notification of award.

Bid will be awarded based upon the best value to HCAD. The right is reserved to accept or reject, in whole or in part, any or all bids received and to make an award on the basis of individual items or combination of items, as it is deemed in the best interest of HCAD.

Furnish all labor, supervision, equipment and tools, as specified to provide FACILITIES MANAGEMENT & OPERATIONS SERVICES for HCAD in accordance with the attached specifications.

SIX-YEAR AGGREGATE TOTAL FOR HCAD HEADQUARTERS
\$_____.

SECTION A – OFFICIAL BID FORM – PAGE 1

Furnish all labor, supervision, equipment and tools, as specified to provide FACILITIES MANAGEMENT & OPERATIONS SERVICES for HCAD in accordance with the attached specifications.

<u>ITEM DESCRIPTION</u>	<u>MONTHLY FEE</u>	<u>ANNUAL FEE</u>
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YEAR ONE:

A. Building Management Services	\$ _____	\$ _____
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B. Systems & Equipment Maintenance	\$ _____	\$ _____
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TOTAL FOR YEAR ONE	\$ _____
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YEAR TWO:

A. Building Management Services	\$ _____	\$ _____
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B. Systems & Equipment Maintenance	\$ _____	\$ _____
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TOTAL FOR YEAR TWO	\$ _____
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OPTIONAL YEAR THREE:

A. Building Management Services	\$ _____	\$ _____
---------------------------------	----------	----------

B. Systems & Equipment Maintenance	\$ _____	\$ _____
------------------------------------	----------	----------

TOTAL FOR YEAR THREE	\$ _____
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OPTIONAL YEAR FOUR:

A. Building Management Services	\$ _____	\$ _____
---------------------------------	----------	----------

B. Systems & Equipment Maintenance	\$ _____	\$ _____
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TOTAL FOR YEAR FOUR	\$ _____
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SECTION A – OFFICIAL BID FORM – PAGE 2

OPTIONAL YEAR FIVE:

A.	Building Management Services	\$ _____	\$ _____
B.	Systems & Equipment Maintenance	\$ _____	\$ _____
TOTAL FOR YEAR FIVE			\$ _____

OPTIONAL YEAR SIX:

A.	Building Management Services	\$ _____	\$ _____
B.	Systems & Equipment Maintenance	\$ _____	\$ _____
TOTAL FOR YEAR SIX			\$ _____

ADDITIONAL BIDDING INSTRUCTIONS:

- 1. It is the intent of HCAD to award one contract for all services. The Contractor must bid all line items to be considered for award. All subcontracting opportunities will be the responsibility of the Prime Contractor.**
- 2. Bids shall be analyzed to determine whether they are materially unbalanced with respect to line item pricing. A bid is materially unbalanced if prices are significantly less than cost for some line items and significantly higher in relation to cost for others. A bid may be rejected if prices for any line item are materially unbalanced.**
- 3. Bidders shall submit a narrative describing how the bidder proposes to staff the facility, whether with full-time, part-time, or on-call staff from other facilities; the number of hours the staff will be on-site; and, any limitations or exclusions to the Work. Bidders may anticipate varying workloads during the first year of the contract due to startup activities.**

SECTION A – OFFICIAL BID FORM – PAGE 3

BIDDER’S ATTACHMENTS: Detail below all attachments, which are submitted with your Bid Form. This list will be used by the Purchasing Manager to verify contents of your sealed bid submission. Labeling your bid attachments with the same titles as show below will facilitate this process. (NOTE: This listing should also include separate attachments, which are too large, or for some other reason cannot be placed into your sealed envelope containing the bid documents. These separate attachments should be placed in an envelope or wrapped, and should include a label clearly identifying the bidder’s name and the HCAD bid number and title, as well as the bid-opening date.)

(If additional space is needed, please attach a separate space to continue the list.)

SECTION A – OFFICIAL BID FORM – PAGE 4

BIDDER’S QUALIFICATIONS

Experience:

Please furnish the names of organizations, which have used Facilities Management and Operations services from your company for at least three years. **Preferred references will have work similar in size, type and scope to that described in this document. Show Harris County area organizations, if any. Please make at least four of them your largest accounts in the Harris County area.**

1. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ # Years: ____
2. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ # Years: ____
3. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ # Years: ____
4. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ # Years: ____
5. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ # Years: ____

SECTION A – OFFICIAL BID FORM – PAGE 5

CONTRACTOR SUBMISSION LIST

This list is submitted in connection with the attached proposal, submission or bid of _____ (“the firm”), whose business mailing address is _____.

The firm is organized as a (check one as applicable):

Sole proprietorship whose proprietor is _____

_____ (include the business mailing address of the proprietor or note “same” if it is the same as above).

A partnership, each of whose partners having an equity interest of ten percent or more are _____
_____ include the business mailing address of each person or note “same” if it is the same as above).

A corporation, each of whose officers, each of whose directors and each of whose holders of ten percent or more of the outstanding shares of stock are _____

Include the business mailing address of each person or note “same” if it is the same as above).

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

NOTE: This list constitutes a government record, as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

SECTION A – OFFICIAL BID FORM – PAGE 6

The undersigned hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation to Bid, Clarification Letters, and General Conditions of Bidding, all of which are made a part of this offer. All pages of the HCAD form, including but not limited to the conditions of bidding and page one of this bid invitation are incorporated into this bid for all purposes.

SUBMIT ORIGINAL BID AND ONE COPY. BID MUST BE MANUALLY SIGNED IN INK (BLUE INK PREFERRED) BEFORE A NOTARY PUBLIC.

Respectfully submitted,

Bidder: _____
(Print or type name of Bidder-Company Name)

Federal ID Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Name: _____

Title: _____

Date: _____

Address (Street or P. O. Box)

City-State-Zip Code

Telephone Number: (____) _____

FAX Number: (____) _____

SUBSCRIBED AND SWORN to before me this the _____ day of _____
2016.

Notary Public, State of _____

SECTION B

**SPECIFICATIONS
FOR
FACILITIES MANAGEMENT
AND OPERATIONS SERVICES**

**HARRIS COUNTY APPRAISAL DISTRICT
HEADQUARTERS BUILDING
13013 NORTHWEST FREEWAY
HOUSTON, TEXAS**

BACKGROUND

The Harris County Appraisal District (HCAD) is located inside a 7-story atrium style office building with a 4-story parking garage located at 13013 Northwest Freeway for use as its general headquarters. Gross square footage is 243,197 square feet. The operable area is 215,852 square feet excluding the atrium and mechanical rooms. The open atrium area, floors 2 through 7, is 18,288 square feet. The mechanical rooms are 9,058 square feet. Facilities and operations services are to include:

1. Building Management Services
2. Systems and Equipment Services

The scope of work encompasses management of HCAD contracts relating to maintenance and repair of heating/ventilation of air conditioning systems (HVAC); plumbing, electrical power supply and distribution systems; emergency generator system; lighting; minor maintenance functions; building automation systems (BAS); elevator systems; fire and life safety systems; cleaning and janitorial; pest control; and, grounds maintenance services. The scope also includes the operation and minor maintenance and repair of the HVAC and BAS systems, and other items as specified herein.

STATEMENT OF WORK

The Contractor shall plan, schedule, coordinate and execute the effective and economical management of the repair, maintenance and operation of the Headquarters Building located at 13013 Northwest Freeway.

Safety, reliability, cleanliness, and utility cost avoidance are the main objectives in the operation of this facility and shall be the key areas of concentration by the Contractor. Anything falling short of these objectives falls short of the requirements of the Contract. To meet these objectives, Contractor shall furnish personnel, reports and services that utilize the Building Automation Systems (BAS) to the fullest potential as a primary tool of the facility.

Contractor will maintain continuous on-site operations 24 hours per day, each day of the year, including holidays. At times when HCAD is not open to the public, the contractor is not required to have personnel on-site but must have personnel available after hours to respond to emergencies.

Contract Term. The term of the Contract shall be for a period of six (6) years, consisting of an initial two (2) year period with four (4) twelve-month renewal options.

PHASE-IN / PHASE-OUT SERVICES

1. “Phase-In” Services: The Contractor shall coordinate with HCAD, the “phase-in” services at the start of this Contract. Within the first 30 days after receipt of notification to proceed from the Purchasing Manager, the Contractor shall submit, in writing, the following:
 - a. Performance schedules that define, implement and communicate in detail, how the Contractor will begin performing its duties;
 - b. Plans for contract administration and communication between the Contractor and HCAD;
 - c. Procedures for quality control that the Contractor will implement to ensure that it meets the requirements of these specifications. These procedures are subject to the Chief Appraiser’s approval.

2. “Phase-Out” Services: The Contractor shall recognize that the services provided by this Contract are vital to HCAD’s overall effort; that the continuity of these services must be maintained at a consistently high level without interruption; that upon expiration of the Contract a successor may continue these services; that the successor shall need phase-in training; and, that the Contractor must give its best efforts and cooperation in order to effect an orderly and efficient transition to a successor.

To this end, the Contractor shall provide phase-out services for up to 60 days prior to Contract expiration, at no extra charge to HCAD.

KEY PERSONNEL AND ON-SITE STAFFING REQUIREMENTS

The Contractor is required to continually operate the building at all times, 24 hours per day, 365 days per year, (including holidays). At times when HCAD is not open to the public, the contractor is not required to have personnel on-site but must have personnel

available after hours to respond to emergencies. The Contractor shall provide sufficient staff to perform all tasks as stated in these specifications.

1. Property Manager. Provide the services of a senior level property manager with CPM or RPA designation or candidate for CPM or RPA with at least 4 years of management experience.
2. Chief Operating Engineer.
 - a. The Chief Operating Engineer shall have a Third Grade minimum, Stationary Engineers License in conformance with the City of Houston building code and at least five (5) years operating experience, including Building Automation System (BAS) experience;
 - b. The position of Chief Operating Engineer shall be staffed during the day, Monday through Friday, and shall be on-site eight (8) hours per day.
 - c. Contractor shall present a copy of the stationary engineer's license issued by the City of Houston to HCAD before being allowed to perform work under this contract.
3. Contractor shall provide sufficient personnel with corresponding experience to perform other duties and responsibilities as required under this contract.

Contractor shall complete training of all operational personnel within the first 30 days of this contract.

CONTRACTOR SECURITY CLEARANCE

The chief appraiser shall have the authority to instruct the Contractor to remove undesirable personnel from performance of work on this Contract. The decision of the chief appraiser shall be final in all cases involving removal of Contract personnel from performing the work herein specified. All personnel shall be subject to a security background check including a review of criminal history, as a condition of assignment to the facility for work under this contract.

The Contractor and his employees will be required to comply with any and all building security measures deemed necessary. HCAD will provide Contractor with the necessary information and instructions regarding facility security restrictions. The Contractor is responsible for training his employees, both his on-site staff and his off-site support personnel, in security matters pertaining to these facilities. Repeated failure or refusal by Contractor and/or his employees to comply with facility security measures may be cause for termination of this Contract.

CODES, ORDINANCES AND REGULATIONS

All work performed under this Contract shall be subject to applicable local, state and federal codes, laws, ordinances and regulations, and Contractor shall be responsible for ascertaining whether or not the work defined by these specifications is in compliance with same.

CONTROL OF PREMISES

Access to the areas within the facility by Contract employees shall be limited to those persons whose names are on file with HCAD as being assigned to the site, or as Contractor's off-site support personnel who may be called upon to assist on-site staff in accomplishing work. The Contractor and his employees shall adhere at all times to security and identification measures established and implemented at this facility. Contractor shall keep a record of any and all keys distributed to his employees, and provide HCAD with the same records.

CONTRACTOR'S ON-SITE OFFICE/STORAGE

HCAD will provide Contractor with on-site office space, furniture, telephone, general office supplies, workroom and storage for the term of the Contract period. Use of any other space or areas on-site by Contractor will be at the discretion of HCAD. The contractor will be allowed to use the fax, copier, and printer located in the 7th floor Budget & Finance Division. The contractor will be required to provide all other equipment such as a computer but will be allowed to attach to HCAD's network with email and internet service. HCAD will not be responsible for any lost, stolen or damaged tools, equipment or supplies belonging to the Contractor, which are stored on-site for the term of the Contract. Contractor agrees, at the end of the Contract period or upon Contract termination, to return to HCAD all shop space, storage areas and workspace in a condition equal to or better than it was when first provided to the Contractor for his use.

UTILITIES & SOLID WASTE

HCAD will provide Contractor with water as required to perform the work specified herein, at existing outlets and connections at no cost to the Contractor. Contractor will be permitted to use the sanitary and storm sewer systems, at no cost, in the performance of the work. HCAD shall be responsible for providing solid waste pickup services. Electrical power at existing receptacles and natural gas at existing distribution valves will be provided at no cost to the Contractor. Contractor shall arrange for, and be responsible for all other services and costs unless otherwise agreed to by HCAD.

UNIFORMS

All Contractor employees, as well as any employees of the Contractor's subcontractors, shall wear a distinctive uniform and identification card bearing a recent color photograph of the employee. The Contractor shall provide such uniforms and identification cards.

All uniforms must be the same and contain the name of the Contractor and the employee. Uniforms worn by the Contractor's employees must be different, in both design and color, from those worn by HCAD employees.

SPECIFICATIONS AND DRAWINGS

HCAD will provide certain documents, if available, and other items for use by the Contractor in operating and maintaining the facilities. Contractor shall keep in his possession, until contract termination, the following:

1. "As Built" drawings;
2. Cut sheets;
3. Warranties on equipment installed;
4. Plans (Site and Building)
5. Specifications on all of the building structures;
6. Manufacturers' operation and maintenance manuals;
7. Lists of suppliers and subcontractors; and
8. Keys to limited access areas.

REPAIR OF DAMAGE TO HCAD PROPERTY

The Contractor is required to supervise all repairs necessary to keep each facility in first-class condition.

The Contractor is responsible for supervising repairing damage to the facility caused by ordinary wear and tear, including but not limited to minor nicks, scratches, cuts and scrapes.

All damage to HCAD property caused by the Contractor, its employees, or by other personnel associated with the Contractor, including but not limited to the Contractor's agents and subcontractors shall be repaired at the expense of the Contractor. Such responsibility includes, but is not limited to damage due to the carelessness or neglect of the Contractor or its agent, employees, or subcontractors.

The chief appraiser is the final authority when resolving any issues regarding the responsibility for repairs under this Contract. This is inclusive of the determination of what is "normal wear and tear", negligence by others, vandalism, Force Majeure, or Contractor's negligence.

MATERIAL SAFETY DATA SHEETS (MSDS)

The Contractor shall furnish HCAD all MSDS, (OSHA Form 174), for each product used in the facility. A MSDS must accompany each product shipment to the HCAD facility.

MINIMUM WAGE LAW

If, during the term of this agreement there is legislation enacted regarding an increase or increases in the minimum wage law, Contractor may submit a request(s) for increase in the Total Monthly Fee to the Purchasing Manager for consideration, provided such request is accompanied by documentation verifying that Contractor's employee's salaries increased accordingly. HCAD may choose to appropriate the additional amount and increase the Total Monthly Fee by authorizing an amendment to this Contract executed by both parties; or, HCAD may refuse to appropriate the additional amount and terminate the Contract in accordance with the terms of the contract.

ADDITIONS & DELETIONS

The Purchasing Manager, by means of a written authorization to Contractor, may add or delete services to this Contract. Written notification shall take effect upon the Contractor's receipt of such notice or on such other day as specified therein. As of the effective date, each item added or deleted shall be subject to this Contract, as if it had originally been a part.

CHANGE ORDER

At any time during the Contract Term, the Purchasing Manager may, by Change Order, increase or decrease the Scope of Services or change plans and specifications, as he may find necessary to accomplish the general purpose of this Contract. The services or deliverables must be furnished or performed in accordance with all requirements of this contract, plus any special provisions, specifications or special instructions issued to execute the extra work. To be effective, the Change Order prepared by the Purchasing Manager must be in substantially the form of a regular change order for a purchase order. The change order must reference this Contract and state that it is subject to all the terms and conditions of this Contract.

1. More than one Change Order may be given, subject to certain limitations. Any Change Order, which describes a total Change Order charge of \$50,000 or more, shall be ineffective unless the HCAD board of directors approves it.
2. Any Change Order that describes items, which the Contractor is otherwise required to provide under this Contract shall not obligate HCAD to pay any additional money to the Contractor.

A deliverable or service provided pursuant to a Change Order is subject to inspection, acceptance or rejection in the same manner as any portion of the work described in the Original Contract and in the Scope of Services and other documentation, and is subject to the terms and conditions of the Original Contract as if it had originally been a part thereof. If the Purchasing Manager is uncertain as to whether the Contractor is required to perform any work items under the requirements of this Contract, the Purchasing Manager may give a Change Order which describes such work, and the Contractor shall accomplish the same. Neither party shall waive its right to insist that the Change Order

Charge described either is, or is not, payable, or is part of the original Scope of Services or not.

FAILURE TO PERFORM

Should Contractor fail to perform or perform to an acceptable level, or complete any work required, HCAD may undertake such work and shall be entitled to full reimbursement from the Contractor.

OTHER MAINTENANCE SERVICES

The Contractor shall perform minor and preventive maintenance functions to include but not be limited to service and/or repair of doors, door closers, door frames, overhead doors, door locks, door hinge replacement, chairs, desk drawers and adjustments, file cabinet and desk keys, cabinet and desk locks, duplicate keys, hang pictures and bulletin boards, pneumatic tube system, and other minor tasks as directed by HCAD. Repairs/corrections or services to the above equipment, which falls outside these limits, shall become the responsibility of HCAD. Replacement of office furniture shall be the responsibility of HCAD.

MAJOR EQUIPMENT FAILURE

Contractor shall provide replacement services in the event of Major Equipment Failure involving any of the mechanical and electrical systems identified. Such services shall include the necessary supervision required to replace, upon failure, any systems equipment, component or appurtenances regardless of size or type and whether the failure was from normal or catastrophic causes. Once operational, all systems are to be restored and maintained in first-class condition. HCAD shall pay all costs, other than supervision, in the event of Major Equipment Failure.

1. Contractor shall not use any of its on-site crew in the actual major equipment replacement work, except where related to coordination of the replacement work as required in its capacity as manager of overall operation, maintenance and/or repair of the facility's central plant.
2. "Major Equipment Failure" shall mean that Major Equipment Failure has occurred and that the equipment or major parts, cannot be repaired and that replacement, along with components and appurtenances, is required for the resumption of normal first-class service to the system.
3. All other operation, maintenance and repair costs related to major equipment and all other equipment replacement, service, repair, and preventive or unscheduled maintenance shall be excluded from consideration as "Major Equipment Failure" replacement costs and will be included, instead, in costs for normal operation and maintenance services as either preventive or unscheduled maintenance.

SECTION C

**SCOPE OF WORK
FOR
FACILITIES MANAGEMENT
AND OPERATIONS SERVICES**

**HARRIS COUNTY APPRAISAL DISTRICT
HEADQUARTERS BUILDING
13013 NORTHWEST FREEWAY
HOUSTON, TEXAS**

BUILDING MANAGEMENT SERVICES

1.0 Full Service Management Contract.

This is a Full Service Management contract. The Contractor shall perform building management services to insure the facility is maintained and managed to the highest standards in keeping with other Class A high-rise office buildings in Harris County as specified herein.

1.1 Contractor shall provide management services including, but not limited to:

- A. Manage building engineer to assure proper and efficient operation of building systems
- B. Manage other Contractor personnel
- C. Coordinate and supervise all HCAD service contracts for building systems and operations
- D. Review bids and coordinate competitive bidding of all service contracts
- E. Conduct daily inspections of the interior and exterior of facility
- F. Maintain all maintenance records required in these specifications
- G. Manage and investigate air quality
- H. Perform energy management review and provide cost savings recommendations
- I. Schedule preventive maintenance
- J. Coordinate construction and remodeling
- K. Insure compliance with Americans with Disabilities Act
- L. Interface with City of Houston and Harris County building and fire officials to insure the facility continues to meet requirements of all codes, rules and regulations
- M. Management of the security, access, fire alarm and elevator call systems
- N. Annual review of property insurance
- O. Annual review and inspection of the building and parking garage as required by a structural engineer
- P. Implementation of the required fire warden program for each floor of the facility including training of employees and fire drills as required by code
- Q. Management and coordination of all Life Safety programs
- R. Prepare a detailed annual budget including a 5 year projection of anticipated capital expenditures

1.2 In order to facilitate management of the facility, the Contractor shall review the facility as to the layout, construction, character and operation to the extent that the knowledge is necessary to properly perform the responsibilities required.

1.3 Contractor will confer with HCAD in the performance of the management responsibilities and to follow all directions of HCAD in a prompt, efficient and timely manner.

- 1.4 Contractor shall promptly notify HCAD in the event that Contractor becomes aware that the condition of any part of the facility requires expenditures for any repairs, replacements or structural alternations. The written notification shall include estimated cost of repairs, replacements or alterations. Contractor shall also notify HCAD in the event that any part of the facility fails to meet the standards of any federal, state, or local law, ordinance or regulation of which Contractor has knowledge.
- 1.5 Contractor shall obtain the consent of HCAD prior to incurring any charge or obligation to the facility.
- 2.0 Finance.
 - 2.1 Contractor is responsible for reviewing and approving payment of all facility related invoices and providing a monthly report to HCAD regarding related expenditures. Invoices will be provided to HCAD in a timely manner to insure prompt payment.
 - 2.2 Contractor is responsible for preparing an annual operating budget for the facility and shall include a five (5) year projection of anticipated capital expenditures. Contractor will provide enough information in the report to be able to recommend an operating budget for the following year. Since HCAD will be paying the bills as approved by the contractor and performing all accounting, basic reporting will be performed by HCAD. HCAD envisions budget/expense variance analysis and projections will be sufficient for this requirement. Contractor does not collect rents; therefore, income reporting is not necessary. The budget shall be prepared for HCAD's fiscal year beginning January 1 and shall be submitted to HCAD by April 15 of the preceding year in time to be included in the chief appraiser's proposed budget.
- 3.0 Maintenance Contracts
 - 3.1 HCAD intends to contract annually or on an as-needed basis for service maintenance for systems to include, but not limited to:
 - A. Heating, Ventilation and Air Conditioning Systems (HVAC)
 - B. Electrical Systems, including Diesel Generators, Switch Gear, Distribution Systems and UPS Systems
 - C. Building Automation Systems
 - D. Fire & Life Safety Systems
 - E. Plumbing Systems, Water Pumping Systems & Pneumatic Tube Systems
 - F. Sanitation Systems
 - G. Air compressors and associated equipment
 - H. Elevator Systems
 - I. Grounds Maintenance Services

J. Cleaning & Janitorial Services

- 3.2 Contractor is responsible for coordinating and supervising all HCAD service contracts for building systems and operations, including coordination of competitive bidding for all service contracts.

SYSTEMS AND EQUIPMENT MAINTENANCE

1.0 Full Maintenance and Repair.

This is a Full Maintenance and Repair contract. The Contractor shall perform scheduled and unscheduled maintenance and repairs on all Systems/Equipment listed, as necessary on a 24-hour day, 7 days a week, 365 days per year basis. HCAD will rely on the contractor's expertise to propose what is routine scheduled or unscheduled maintenance with what a stationary engineer does. HCAD management and the property manager will review the engineer's performance on a periodic basis. The Contractor shall provide all supervision, labor, equipment, and tools whether or not specifically mentioned, to maintain all systems/equipment in operating first class condition. HCAD will provide both the property manager and stationary engineer with a 2-way radio at no charge and shall provide materials, spare parts (including any and all expendable items) and supplies. Such systems and equipment include, but are not limited to:

- A) Heating, Ventilation and Air Conditioning Systems (HVAC)
- B) Plumbing Systems, Water Pumping Systems & Pneumatic Tube Systems
- C) Electric Power Supply and Distribution Systems, UPS Systems
- D) Diesel Generators, Switchgear and Fuel
- E) Lighting Systems
- F) Building Automation Systems (BAS)
- G) Fire and Life Safety Systems
- H) Sanitation Systems
- I) Minor appurtenant maintenance functions
- J) Air compressors and associated equipment
- K) Elevator Systems
- L) Grounds Maintenance Services
- M) Cleaning & Janitorial Services

Systems requiring scheduled or unscheduled maintenance that are customarily serviced by companies, individuals or manufacturers' service personnel, with particular skill, experience or training for the system, shall be serviced at HCAD's cost. Contractor shall perform routine scheduled or unscheduled maintenance in keeping with general duties and responsibilities of a stationary engineer.

The Contractor shall perform routine maintenance tasks to include, but not limited to:

- A) Inspection
- B) Calibration
- C) Scheduled periodic and preventive maintenance
- D) Scheduled and break-down repair
- E) Keep equipment and work areas free of debris
- F) System checkouts
- G) Troubleshooting

1.1 Routine Operations.

Daily, routine systems operation and maintenance shall be accomplished by, and based upon, decisions of the Contractor:

- A) Contractor shall be responsible for maintenance, control, operation and sequencing in accord with initial design requirements, or subsequent changes when supported by shop drawings from control companies involved in the initial construction or subsequent modifications to the work;
- B) Any changes by Contractor of control operating procedures or sequences shall be mutually agreed to by HCAD prior to accomplishing any modification(s) work;
- C) HCAD shall have the right to make any changes or final decisions on control operating methods and sequences. Should HCAD choose to exercise this right, the HCAD shall inform Contractor in writing and assume full responsibility for the results and Contractor costs incurred in exercising that right;
- D) Upon completion of any work related to changes by Contractor or HCAD, Contractor shall assume responsibility for all operation, maintenance or service work related to those changes.
- E) Contractor shall be responsible for all hardware, firmware and software as it relates to control systems and HVAC systems as described in these specifications;
- F) It shall be the Contractors responsibility to become familiar with all systems and equipment described in these Specifications and operate and maintain the systems in first class condition at all times.

1.2 Response Times.

The response times for the Contractor for HVAC, fire/life safety, and major electrical shall be immediate. For building automation systems, plumbing, and minor electrical, response times shall be within one (1) hour.

The Contractor will respond and/or correct the problem within the time specified above, and will provide all supervision, and labor if required under this contract, to maintain the system in a first class condition, in a timely manner and on a continuous basis. Contractor's personnel will work continuously, without regard for usual business hours, until critical malfunctions are corrected and the system is on-line and operational.

1.3 Systems Hardware, Firmware and Software.

The Contractor shall maintain all BAS hardware, firmware and software in first class operating condition subject to approval of HCAD. HCAD will pay the cost of hardware, firmware and software upgrades for the BAS and the fire and life safety systems.

1.4 Environmental Systems.

The Contractor is required to operate and maintain, balance and adjust all systems equipment, components and appurtenances as required to maintain comfortable environmental conditions within occupied conditioned spaces. Where required, Contractor shall reduce and balance exhaust air systems, increase and balance outdoor air intake systems to reduce building infiltration, whenever it is the primary cause of an inability to maintain the environmental conditions as described above. Along with the operations mentioned above to correct these discrepancies, the Contractor shall rely on the Building Automation System (BAS) to furnish information and to be used in such a way as to be the primary tool in the operation of the facility.

1.5 Routine Maintenance.

Normally, Contractor shall make all routine maintenance decisions. HCAD and the Contractor, however, will mutually agree on long range changes in maintenance philosophy, schedules and the existing Preventive Maintenance Program.

1.6 Preventive Maintenance (PM).

The level of maintenance shall prevent or immediately resolve the following partial list of conditions:

- | | |
|-----------------------------------|------------------------------------|
| 1. Hot calls | 2. Cold calls |
| 3. High humidity | 4. Poor control |
| 5. Poor calibration | 6. Control air losses |
| 7. Faulty operator | 8. Stuck dampers |
| 9. Dirty filters | 10. No belts |
| 11. Worn belts | 12. Loose belts |
| 13. Dirty coils | 14. Dirty fans |
| 15. Duct leaks | 16. Air imbalances |
| 17. Water imbalances | 18. Poor heat transfer |
| 19. Stuck valves | 20. Plugged strainers |
| 21. Equipment shutdown | 22. Equipment failure |
| 23. Loose wiring | 24. False trips |
| 25. Valve leaks | 26. Fitting leaks |
| 27. Pipe rust/interior & exterior | 28. Damaged insulation |
| 29. Excess noise | 30. Excess vibration |
| 31. Lamp replacement | 32. Direct digital problems |
| 33. Ballast replacement | 34. Facility Mgmt. System problems |

- | | |
|-------------------|-------------------------------|
| 35. Lens cleaning | 36. Central processing unit |
| 37. Switches | 38. Water treatment |
| 39. Sensor heads | 40. Chiller integrity |
| 41. Relays | 42. Incorrect time indication |

1.7 Preventive Maintenance Records.

Contractor shall be responsible for maintaining PM records for each piece of equipment, component or system. The records shall reflect periodic maintenance performed and the schedule and completion dates of such maintenance. The Contractor shall update the PM records and history files on a weekly basis. These records shall be made available to HCAD upon request. The files are to be maintained electronically.

The Contractor will provide HCAD with copies of Material Safety Data sheets (MSDS) from manufacturers detailing any and all chemical products either stored or used at the facility during the Contract term and will provide HCAD with any updates or modifications to them.

1.8 Replacement Parts.

Whenever possible, replacement parts shall be new and of same manufacture as original parts. Where these parts are not available, Contractor may use new or rebuilt parts of another manufacturer. In either case parts shall be equal in quality and operation, or better than original parts and free from all defects. Furnishing new, used or refurbished parts of another manufacturer is not acceptable for the Building Automation System. HCAD shall pay the cost of spare parts, subject to the conditions below.

- A) Contractor shall submit to HCAD for review and approval a spare parts inventory derived from the equipment manufacturer's minimum recommendations;
- B) The Contractor must submit a monthly report to HCAD indicating the current stock level, materials and parts used during the preceding month and required restocking;
- C) A daily log of parts and materials used shall be kept by Contractor and shall be subject to periodic review by HCAD;
- D) Access to an approved on-site inventory of spare parts must be 24 hours a day, 7 days a week, 365 days a year;
- E) Contractor must furnish a list of vendors for emergency parts not in inventory.

1.9 On-Site Staffing Requirements.

Contractor will maintain continuous on-site operations 24 hours per day, each day of the year, including holidays. At times when HCAD is not open to the public, the contractor

is not required to have personnel on-site but must have personnel available after hours to respond to emergencies. Upon contract implementation, Contractor's staff will maintain the following work schedule:

A) 6:30 a.m. to 3:30 p.m. Monday through Friday
Chief Operating Engineer

B) Bidder shall describe the number of personnel and the number of hours proposed to perform other Work specified.

2.0 Other Requirements.

2.1 Operation and Maintenance Manuals.

Contractor shall develop, compile and otherwise maintain all necessary operation and maintenance manuals and documents as specified and set forth in these specifications. All operation, maintenance and systems management manuals generated and compiled during the Contract period shall be turned over to HCAD upon completion or termination of the Contract.

3.0 Reports.

3.1 Energy Analysis Report.

In keeping with the directive to minimize utility costs, contractor shall use the BAS not only in the day-to-day operations but also as a tool to provide HCAD with a detailed energy analysis for the facility. The Contractor shall furnish a complete written report that analyzes the facility's energy use and shall be submitted semi-annually.

3.2 Management Expertise.

HCAD intends to efficiently and effectively utilize, via this Contract the management expertise of the Contractor to enhance an overall management program for the facility.

3.3 Tools and Instruments.

The contractor shall provide all tools and instruments required for the proper maintenance of the equipment and systems specified herein. Except for those tools installed by Contractor, or at Contractor's direction, and affixed to the building structure and/or equipment, said tools will be removed upon Contract termination.

3.4 Maintenance Shutdown.

During the contract period, each year, Contractor shall schedule an annual maintenance shutdown for repair or replacement of equipment that cannot be serviced with the systems in normal operation.

- A) Annual maintenance shutdowns will be scheduled in advance with a detailed written tasking schedule;
- B) HCAD must have a copy of this tasking schedule prior to the actual start of the shutdown;
- C) Annual maintenance will be scheduled in advance on the BAS;
- D) All unscheduled maintenance shutdowns will be performed at maximum speed, efficiency and quality;
- E) Contractor will provide all manpower for management, planning, scheduling, logistics and task execution including quality control and expediting.

3.5 Recommendations for Improvements.

It is recognized that Contractor has no responsibility regarding original design of the facility. However, where it is evident that safety, reliability, efficiency and maintenance downtime can be improved through investment in new and/or replacement equipment, Contractor shall advise HCAD of such opportunities for consideration.

3.6 Routine Reporting System.

The Contractor shall submit a monthly report to HCAD containing an overall summary of maintenance work performed, the results of tests conducted, general status of systems and equipment, a list of equipment breakdowns and time needed to repair them, and a projection of major equipment shutdowns required for maintenance. In addition, the Contractor shall maintain a daily log of maintenance performed and parts used and this log shall be subject to HCAD review. A copy of all reports shall be submitted to HCAD by the second Wednesday of each month.

3.7 Maintenance Manuals.

Contractor shall, prior to the end of the first year of the Contract develop two complete detailed sets of maintenance manuals for all systems, equipment, and appurtenances;

- A) Manuals shall include manufacturers' written periodic maintenance recommendations as a minimum standard;
- B) Contractor shall incorporate such additional maintenance procedures, which his experience dictates or which are acceptable industry standards;
- C) Manuals shall include, but not be limited to, the following:
 - 1) Periodic maintenance to be performed on a scheduled basis;

- 2) List of expendable parts to be replaced on a scheduled basis;
- 3) Tests to be performed and results issued to HCAD on a scheduled basis;
- 4) Manufacturer's equipment data sheets; and
- 5) Recommended spare parts lists for each piece of equipment.

D) One copy of the above manuals shall be submitted to HCAD for review and comment at first year's end;

E) All manufacturers' data on equipment shall become the property of HCAD as soon as the data is received by the Contractor;

F) Printed copies of construction drawings pertaining to areas, systems and equipment associated with this Contract will be furnished to the Contractor without charge.

3.8 Warranty Program.

HCAD will administer all warranties. However, Contractor shall review all warranty programs in depth and is responsible for becoming particularly familiar with the status of these programs as to their direct impact on the operation and maintenance of all systems as identified in this document.

3.9 Final Maintenance Report.

Thirty (30) days prior to Contract expiration, Contractor shall provide HCAD with a complete final report on the condition of all equipment, including inspection and test reports, and certified statements signed by Contractor's agent testifying to first class condition of operation and maintenance of all equipment and systems.

3.10 Permit and License Fees.

HCAD is responsible for all permit and license fees as related to the Work as specified herein. Contractor is responsible for all license fees for its personnel.

3.11 Right of Inspection.

HCAD shall have the right of inspection during or after any of the Work and shall notify Contractor, within seven (7) calendar days of receipt of Contractor's certified statement, of any noted discrepancies. Contractor shall notify HCAD in writing upon completing all Work.

3.12 Pro-active Response.

Contractor shall assume a "Pro-Active" stance with regards to maintenance breakdown. Reactive response to such situations will not be tolerated and Contractor will at all times keep abreast of up-to-date, state of the art industry information and continuously make such information available to HCAD.

3.13 Service Plans.

Contractor shall submit, within ten (10) days of starting the Contract, the following written documents to HCAD for review and approval for implementation:

- A) Preventive Maintenance Program
- B) Service Call Response Plan and Audit
- C) Quality Control and Documentation Program
- D) Compliance with Contract Procedures
- E) Inventory Program
- F) Cost Estimating System
- G) Purchasing and Subcontracting Procedures
- H) Energy Conservation Plan
- I) Safety Program and Plan
- J) Training Program and Staff Development Plan
- K) Emergency Operating Plan
- L) Operating Plans and Procedures
- M) Customer Satisfaction Program

**SECTION D
GENERAL TERMS & CONDITIONS**

This Contract, hereinafter referred to as the “Contract” is made and entered into on the date of countersignature by the Chairman and Secretary, Board of Directors (“Effective Date”), by and between the Harris County Appraisal District (“HCAD”) and _____
_____ “Contractor”.

The initial address for the parties shall be as follows:

Harris County Appraisal District _____
P. O. Box 920975 _____
Houston, Texas 77292-0975 _____

WHEREAS, HCAD desires to obtain Facilities Maintenance and Operations Services for the Harris County Appraisal District Headquarters Building, and to that end has advertised for and received competitive bids;

WHEREAS, the Contractor has submitted the lowest and best bid for the provision of said services;

NOW, THEREFORE, for and in consideration of the mutual covenants, obligations, benefits and agreements herein contained, HCAD and Contractor do hereby agree as follows:

**ARTICLE I
Scope of Services**

The Contractor shall supply all management, labor, tools, and equipment necessary, as well as insurance and bonds as required, for the performance of the work described herein, in accordance with the terms and provisions herein set out in the document entitled “Invitation to Bid for Harris County Appraisal District Headquarters – Facilities Management and Operations Services” along with all schedules and exhibits incorporated therein, and is incorporated herein by reference and made a part of this Contract for all purposes.

**ARTICLE II
Term of Performance**

This Contract shall become effective on the Date of Countersignature; however, the Term for performance shall begin on the date specified in the Purchase Order issued by the Purchasing Manager authorizing Contractor to commence services hereunder and shall continue for two consecutive years thereafter, subject to annual appropriation. However,

the Term may be extended for four additional one-year periods, at the discretion of the Board of Directors.

Upon written notice from HCAD, the term of this Contract shall be extended on the same terms and conditions for a period of time not to exceed ninety (90) days for the completion of services hereunder or the provision of additional related services.

ARTICLE III Payment and Compensation

For and in consideration of satisfactory performance of the services specified under this Contract, HCAD agrees to pay and the Contractor agrees to accept the fees stated in the Purchase Order(s). Payment is due thirty (30) days after HCAD has approved the invoice for services performed satisfactorily. The Contractor shall submit to HCAD monthly invoices by the tenth day of the month following that month during which the services were performed for which payment is requested. HCAD shall pay the invoiced amount within thirty (30) days of receipt of an invoice approved by the Purchasing Manager.

ARTICLE IV Termination

A. Termination by HCAD with Opportunity to Cure

HCAD may terminate this Contract in the event of default by Contractor and a failure by Contractor to cure such default after receiving notice thereof, all as provided in this Section. Default by Contractor shall occur if Contractor fails to observe or perform any of its duties under the Contract or if Contractor shall become insolvent, or if all or a substantial part of Contractor's assets shall be assessed for the benefit of Contractor's creditors or if a receiver or trustee shall be appointed for Contractor. Should such a default occur, HCAD shall deliver a written notice to Contractor describing such default and the proposed date of termination. Such date may not be sooner than the seventh (7th) day following receipt of the notice. HCAD, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Contractor cures such default to HCAD's satisfaction, then the proposed termination shall be ineffective.

If Contractor fails to cure such default prior to the proposed date of termination, then HCAD may terminate its performance under this Contract as of such date, at no further obligation of HCAD. Upon the second occurrence of a default under this Contract, HCAD may, at its discretion, terminate this Contract immediately upon written notice to the Contractor regardless of whether Contractor cures the default. A written notice from the Chief Appraiser to the Contractor shall effect final termination for cause by HCAD.

B. Termination by the Contractor for HCAD Default

The Contractor may terminate its performance under this Contract only in the event of default by HCAD and a failure by HCAD to cure such default after receiving notice thereof, all as provided in this subsection. Default by HCAD shall occur if HCAD fails to observe or perform any of its duties under this Contract. Should such a default occur, the Contractor may deliver a written notice to HCAD describing such default, specifying the provisions of the Contract under which the Contractor considers HCAD to be in default, giving sufficient details of the alleged breach to enable HCAD to cure and the proposed date of termination. Such date may not be sooner than ninety (90) days following receipt of the notice. The Contractor, at its sole option, may extend the proposed date of termination to a later date. If HCAD cures such default prior to the proposed date of termination, then the proposed termination shall be ineffective. If HCAD fails to cure such default prior to the proposed date of termination, then the Contractor may terminate its performance under this Contract as of such date.

C. Termination by HCAD for Convenience

The Chief Appraiser may terminate this Contract at any time upon thirty (30) days notice in writing to the Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to HCAD showing in detail the service performed under this Contract to date of termination. HCAD agrees to compensate the Contractor for that portion of the prescribed charges for which the services were actually performed under this Contract and not previously paid bear to the total services required.

D. Removal of Contractor Owned Equipment and Materials

Upon expiration, or termination, or cancellation of this contract, the Contractor shall be permitted ten (10) days to remove contractor-owned material and equipment from HCAD's premises. HCAD shall make such material and equipment readily available to the Contractor. The Chief Appraiser may extend the time period. HCAD reserves the right to deny any extension of time.

ARTICLE V

Funding

The HCAD Board of Directors adopts a budget each year in which funding for this Contract may be appropriated. If the board fails to appropriate funding for this entire Contract for any fiscal year, the Contract terminates when funding is exhausted. It is the responsibility of the Contractor to determine if funds for this Contract have been appropriated for the next fiscal year.

ARTICLE VI
Release, Indemnification & Insurance

A. Release

Contractor releases HCAD, its agents, employees, officers, and legal representatives (collectively in this section, "HCAD") from all liability for injury, death, damage or loss to persons or property sustained in connection with or incidental to performance under this agreement, including injury, death, damage or loss caused by HCAD's sole or concurrent negligence. Should a claim arise against HCAD for anything incidental to the contract, the contractor releases HCAD from all liability. HCAD cannot advise on responsibility.

B. Indemnification

Contractor shall defend, indemnify and hold harmless HCAD, its agents, employees, officers, and legal representatives (collectively in this section, "HCAD") for all third party claims, liabilities, fines, and expenses (including all defense costs and interest) for injury, death, damage or loss to persons or property sustained in connection with or incidental to performance under this agreement including those caused by:

- (1) Contractor's actual or alleged negligence or intentional acts or omissions;
- (2) HCAD's and Contractor's actual or alleged concurrent negligence, whether contractor is immune from liability or not; and,
- (3) HCAD's and Contractor's strict or statutory liability, whether Contractor is immune from liability or not.

Contractor is not liable for HCAD's sole negligence. Contractor shall indemnify HCAD for concurrent negligence. Contractor shall defend and indemnify HCAD during the term of this agreement and for four (4) years after the agreement terminates. Contractor's indemnification is limited to \$500,000 per occurrence. Contractor shall not indemnify HCAD for HCAD's sole negligence.

C. Insurance

The Contractor shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing HCAD as an additional insured, in duplicate form, prior to the beginning of the Contract. HCAD shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation and shall be primary to any other insurance. The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating

Guide, Property-Casualty United States. Contractor shall maintain the following insurance coverages in the following amounts.

- (1) Commercial General Liability Insurance including Contractual Liability of \$500,000 per occurrence, \$1,000,000 aggregate, (defense costs excluded from the face value of the policy).
- (2) Workers' Compensation including Broad Form All States Endorsement and the amount shall be the statutory amount. Employers' Liability cannot be used as a substitute for Workers' Compensation.
- (3) Automobile Liability for autos furnished or used in the course of performance of this Contract, including Owned, Non-owned, and hired auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If Contractor owns no autos, coverage may be limited to Non-owned and Hired Autos. If Contractor cannot purchase Owned Auto coverage, Scheduled Auto coverage may be substituted for Owned Auto coverage. Each auto used in performance of this contract must be covered in the limits specified - \$1,000,000 Combined Single Limit per occurrence.

All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation against HCAD, and that it shall give thirty (30) days written notice to HCAD before they may be cancelled or materially changed. Within such thirty (30) day period, Contractor covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially changed so as to maintain in effect the required coverage. Failure or refusal of the Contractor to obtain and keep in force the above-required insurance coverage shall authorize HCAD, at its option, to terminate this Contract at once.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations; the Contractor shall furnish evidence of such insurance, satisfactory to HCAD. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an Additional Insured on his policies excluding workers' Compensation and Employer's Liability.

ARTICLE VII

Fidelity Bond

The Contractor shall obtain and maintain in effect during the term of this agreement, fidelity bond coverage for all Contractor employees assigned to the facility and shall furnish a certificate of insurance showing HCAD as an additional insured, in duplicate form, prior to the beginning of the Contract. The bond shall be in the amount of \$5,000 per occurrence, \$10,000 aggregate.

ARTICLE VIII
Force Majeure

The term “force majeure” as used herein means any act of God, strike, lockout, or other industrial disturbance, act of a public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

If because of force majeure any party hereto is rendered unable, wholly or in part, to carry out its obligations under this Contract, then such party shall give to the other party prompt written notice of the force majeure with reasonable full details concerning it; thereupon the obligations of both parties, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all possible diligence to remove the force majeure as quickly as possible, but this obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the party involved.

ARTICLE IX
Default

Contractor covenants, agrees and recognizes that HCAD may for any failure of the Contractor to comply fully with the terms and provisions of this Contract, declare Contractor to be in breach and avail itself of any and all remedies available to HCAD at law or in equity.

ARTICLE X
Non-Waiver

The failure of either party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Contract, shall not be construed as a waiver or relinquishment of the future performance of such term, covenant or condition by the other party hereto, but the obligation of such party with respect to such future performance shall continue in full force and effect.

ARTICLE XI
Remedies Cumulative

The rights and remedies contained in this Contract shall not be exclusive, but shall be cumulative of all other rights and remedies, now or hereafter existing, whether by statute, at law, or in equity.

ARTICLE XII
Address and Notice

Unless otherwise provided in this Contract, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called “notice”) herein provided or permitted to be given, made or accepted by any party to the other must be in writing and may be given or be served by depositing the same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram, when appropriate, addressed to the party to be notified. Notice deposited in the United States mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three (3) days after it is so deposited.

Notice given in any other manner other than that stated herein shall be effective only if and when received by the party to be notified. For the purpose of notice, the addresses to the parties shall, until changed as herein above provided, be as stated in this Contract.

Each party shall have the right at any time to change its respective address and each shall have the right to specify as its address any other address, provided that at least ten (10) days written notice is given of such new address to the other party.

ARTICLE XIII
Independent Contractor

The relationship of the Contractor to HCAD shall be that of an independent contractor, and no principal-agent or employer-employee relationship is created by this Contract. By entering into this Contract with HCAD, Contractor acknowledges that it will, in the performance of its duties under this Contract, be acting as an independent contractor and that no officer, agent or employee of the Contractor will be for any purpose an employee of HCAD and that no officer, agent or employee of the Contractor is entitled to any of the benefits and privileges of an HCAD employee or officer under any provision of the statutes of the State of Texas.

ARTICLE XIV
Governing Law

This Agreement is subject to and shall be construed in accordance with the laws of the State of Texas, the laws of the federal government of the United States of America all rules and regulations of any regulatory body or officer having jurisdiction. This Contract is performable in Harris County, Texas.

ARTICLE XV
Severability

If any provision of this Contract shall be determined to be legally invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Contract; but the whole Contract shall be construed as if not containing the provision, and the rights and obligations of the parties shall be construed and enforced accordingly.

ARTICLE XVI
Captions

The captions at the beginning of each article of this Contract are guides and labels to assist in locating and reading such articles, and, therefore will be given no effect in construing this Contract and shall not be restrictive of the subject matter of any article, section or part of this Contract.

ARTICLE XVII
Payment of Subcontractors – Contractor’s Duty to Pay

Contractor shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of the Contract. Contractor agrees to protect, defend, and indemnify HCAD from any claims or liability arising out of Contractor’s failure to make such payments.

ARTICLE XVIII
Successors and Assigns

This Contract shall bind and benefit the respective parties and their legal successors, and shall not be assignable, in whole or in part, without first obtaining the written consent of HCAD. Nothing herein shall be construed as creating any personal liability of the part of any officer or agent of HCAD. The Contractor shall not delegate any portion of its performance under this Contract without the written consent of HCAD. Failure of the Contractor to obtain HCAD’s written consent to the assignment shall be an event of default and HCAD may immediately terminate this Contract.

ARTICLE XIX
Amendment or Modification

Except as otherwise provided in this Contract, this Contract shall be subject to change, amendment or modification only by the mutual written consent of the parties hereto.

ARTICLE XX
Ambiguities

In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

ARTICLE XXI
Parties in Interest

This Contract shall not bestow any rights upon any third party, but rather, shall bind and benefit HCAD and the Contractor only.

ARTICLE XXII
Acceptances and Approvals

Any acceptance or approval by HCAD, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the Contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any reports, information or other documents prepared or services performed pursuant to the terms and conditions of this Contract, nor shall such acceptance or approval be deemed to be an assumption of such responsibility or liability by HCAD or its agents and employees for any defect, error or omission in any reports, information or other documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Contract.

ARTICLE XXIII
Taxes

HCAD is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices shall not contain assessments of any of these taxes.

ARTICLE XXIV
Patents

The Contractor agrees to indemnify and save harmless HCAD, and all HCAD employees and officers from all suits and actions of every nature and description brought against them or all of them, for or on account of the use of patented appliances and/or products of processes. The Contractor shall pay all royalties and charges, which are imposed by any party for use of such patented appliances and/or products of processes. Evidence of such payment or satisfaction shall be submitted, upon request of HCAD, as a necessary requirement in connection with the final estimate for payment in which such patented appliance and/or products of processes are used.

ARTICLE XXV
Audit and Inspection

HCAD representatives have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

HCAD's attorney or his designee shall have the right to enforce all legal rights and obligations under this Contract without further authorization. Contractor covenants to provide to HCAD's attorney all documents and records that HCAD's attorney deems necessary to assist in determining Contractor's compliance with this Contract, with the exception of those documents made confidential by federal or State law or regulation.

ARTICLE XXVI
Venue

For purposes of this Contract, venue shall be in Harris County, Texas

ARTICLE XXVII
Survival

The provisions of this Contract which expressly or impliedly contemplate or require performance after the termination or expiration of operations hereunder shall survive such expiration or termination.

ARTICLE XXVIII
Payment of Fines and Penalties

The Contractor shall pay any and all fines or penalties assessed against HCAD by any organization or entity having jurisdiction for the Contractor's violations of applicable laws, codes, regulations and/or orders arising in connection with the Contractor's performance of services hereunder.

ARTICLE XXIX
Representations

The Contractor represents that it and its employees, agents and subcontractors are fully competent and qualified to perform all the services required to be performed under this Contract. The Contractor further represents that it is experienced in this type of service and that all services to be performed hereunder shall be of the highest professional quality.

ARTICLE XXX
Contractor Performance Language

Contractor shall make citizen satisfaction a priority in providing services under this Contract. Contractor's employees shall be trained to be customer-service oriented and to positively and politely interact with citizens when performing Contract services. Contractor's employees shall be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in HCAD's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of Contract.

ARTICLE XXXI
Entire Agreement

This Contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

IN TESTIMONY OF WHICH, this instrument has been executed by and on behalf of the Contractor on this _____ day of _____, 2016, and has been executed on behalf of the Harris County Appraisal District by its Chairman and attested by its Board Secretary, under its Seal this the _____ day of _____, 2016, in duplicate originals, both of equal force.

HARRIS COUNTY APPRAISAL DISTRICT

CONTRACTOR

ATTEST:

MIKE SULLIVAN
SECRETARY, BOARD OF DIRECTORS

APPROVED:

ED HEATHCOTT
CHAIRMAN, BOARD OF DIRECTORS

ROLAND ALTINGER
CHIEF APPRAISER,
HARRIS COUNTY APPRAISAL DISTRICT

APPROVED AS TO FORM:

SUSAN HERRERA
DEPUTY GENERAL COUNSEL,
HARRIS COUNTY APPRAISAL DISTRICT

SECTION E

DEFINITIONS

**FOR
FACILITIES MANAGEMENT
AND OPERATIONS SERVICES**

**HARRIS COUNTY APPRAISAL DISTRICT
HEADQUARTERS BUILDING
13013 NORTHWEST FREEWAY
HOUSTON, TEXAS**

SECTION E DEFINITIONS

- 1.0 Definitions.
As used in this Contract, the following words and phrases shall have the meaning set out below unless a different meaning clearly appears from the context in which the term appears.
- 1.1 HCAD
Shall mean the Harris County Appraisal District, Texas, a political subdivision of the State of Texas.
- 1.2 Chief Appraiser
The chief administrative officer of HCAD and authorized to act for HCAD. The term includes, except as otherwise provided in this Contract, the authorized representative of HCAD.
- 1.3 Purchasing Manager
An authorized representative of HCAD acting within the limits of delegated authority.