



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

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***Request for Proposals  
BID NUMBER 2022-03  
Issued: November 16, 2022***

**Property Management and  
Operations Services**

***FOR THE  
HARRIS CENTRAL APPRAISAL DISTRICT  
HEADQUARTERS BUILDING  
13013 NORTHWEST FREEWAY  
HOUSTON, TEXAS 77040***

# Bid Number 2022-03



## Property Management and Operations Services

### INVITATION TO BID Issued: November 16, 2022

**Bidding Firm Name** \_\_\_\_\_

**Total of Bid** \_\_\_\_\_

#### **Request for Proposal**

Sealed proposals will be received in the Purchasing department for **Property Management and Operation Services**. The contract will commence February 1, 2023 for 24 months with four one-year optional renewals. The proposals are to be delivered to the Harris Central Appraisal District, Purchasing department, Second Floor, 13013 Northwest Freeway, Houston, Texas until 10:00 A.M., Thursday, December 15, 2022.

#### **Bid Opening**

All bids will be opened and publicly read in the Board Room, 7<sup>th</sup> Floor, 13013 Northwest Freeway at 10:30 A.M. on December 15, 2022 for the purchase of Property Management and Operations Services at the Harris Central Appraisal District headquarters, located at 13013 NW Freeway, Houston, TX 77040.

**Questions** If you have any questions or comments regarding this bid package, contact Tammy Argento, Purchasing Manager, at (713) 957-7401 or [targento@hcad.org](mailto:targento@hcad.org). Cutoff for questions is December 9, 2022.

**Bidders' Conference and Site Visit** A mandatory bidders' conference and site visit is scheduled at 10 a.m., Tuesday, November 22, 2022. The assembly area will be in the 7<sup>th</sup> floor boardroom.

#### **Proposal Requirements**

1. All bids must be on forms provided in this invitation and must be written in ink. Bids must be manually signed in ink by an authorized officer of the company and acknowledged by a Notary Public. Obligations assumed by the signature must be fulfilled. (You must print the signature page, for notary signature).
2. Submit an original only, no copies are required. The statement "**RFP2022-03 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.
3. **TIME AND DATE:** Bids must physically be in the Purchasing Manager's office, 13013 Northwest Freeway, Second Floor, by 10:00 A.M. on the date bids are due; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery.
4. **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.

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. All bids are for delivery not later than the time as stated in the information above. F.O.B., Destination, and Full Freight Allowed to the point of delivery stated above.
8. Bidders are invited to be present at the BID OPENING. After opening, bids may be inspected in the Purchasing Office, Second Floor, 13013 Northwest Freeway, Houston, Texas.
9. All bids must show the FULL NAME of firm bidding, with the name typewritten or printed in ink.
10. Bidders having delinquent PROPERTY TAXES will not be considered for award.
11. Bidders are required to submit a properly completed BIDDERS APPLICATION FORM with the proposal. It is the responsibility of the bidder to inform the District's Purchasing Office of any changes/deletions to this form as is deemed appropriate. This application is used to establish a bidder's database which is maintained for the purpose of a bid mailing list, and other references as required.
12. Each Bidder must furnish a list of three similar PROJECTS the Bidder has performed in the past five years with the contact name and phone number of the project owner for each project. Each Bidder must also furnish a list of the Bidder's current on-going projects, the anticipated dates of completion for each, and a contact name and phone number of the project owner for each project.
13. Chapter 2270.002 of the Government Code provides that any government entity may not enter into contract with a company for goods or services unless the contract contains a written verification from the company that it:
  1. Does not boycott Israel; and
  2. Will not boycott Israel during the term of the contract.This proposal, if signed by the Bidder, serves as an agreement with the above two statements.
14. Chapter 2252.152 of the Government Code provides that any governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Therefore, if this proposal is signed by the Bidder, this serves as an agreement with the statement.
15. CONFLICT OF INTEREST FORM attached to this request must be submitted by the bidder.
16. W-9 2020 Form must be completed and submitted by the bidder with the RFP.
17. Property Taxes for Harris County must be current for all bidder's accounts.

### **Taxes**

The Harris Central Appraisal District is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax.

### **Evaluation and Award**

The District will evaluate proposals and award the contract based on the criteria listed below. Lowest bid, most responsible, best value, and most advantageous to the District are other criteria the bid evaluation committee will use to determine the best proposal. The District uses weighted criteria with mandatory elements.

<b>Bid Evaluation</b>	
<b>Mandatory Criteria (Pass or Fail)</b>	P or F
Attended Pre-Bid Meeting	
Deadline for Bid Delivery Was Met	
Sealed Bid Packaged Appropriately	
Bidder's Application	
W-9 Form	
Certificate of Liability Insurance	
Conflict of Interest Form	
Harris County Taxes are Current	
Prevailing Wage Scale Can Be Met	
References	
<b>Weighted Criteria</b>	
Safety Record	15%
Price	60%
Satisfactory Past Experience with HCAD	5%
HUB or Cooperative	5%
References	5%
To What Extent Are HCAD's Requirements Met?	10%

The purchasing manager will make the recommendation, on January 18, 2023 at 9:30 am, at the scheduled board of directors' meeting held on the 7<sup>th</sup> floor of the HCAD building. The District reserves the right to reject any or all qualifications and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the District to do so.

**Patents**

The contractor agrees to indemnify and save harmless the District, the purchasing agent, and his assistants from all suits and actions of every nature and description brought against them of any of them, for on account of the use of patented appliances, products or processes and he shall pay royalties and charges which are legal and equitable.

**LABOR CLASSIFICATION & MINIMUM WAGE SCALE**

Chapter 2258 of the Government Code provides that any government subdivision shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workman or mechanic and rate of per diem wages which shall be paid for each craft type of workman. The law further provides that the Contractor shall forfeit, as a penalty, to the City, County, State, or other political subdivision, \$60.00 per day for each laborer, or workman, or mechanic who is not paid the stipulated wage for the type of work performed by him as set up in the wage scale. HCAD is authorized to withhold from the Contractor the amount of this penalty in any payment that might be claimed by the Contractor or subcontractor. The Act makes the Contractor responsible for the acts of the subcontractor in this respect.

1. The law likewise requires that the Contractor and subcontractor keep an accurate record of the names and occupations of all persons employed by him and show the actual per diem wages paid to each work, and these records are open to the inspection of HCAD.
2. See Section B for Labor Classification and Minimum Wage Scale for this project. Information can be found at [www.bls.gov](http://www.bls.gov) in the prevailing wage area.
3. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
4. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.
5. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed enough for the purpose of meeting the requirements of this section.
6. The contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
7. During the performance of this contract, the contractor agrees to provide a drug-free workplace for the contractor's employees. For the purpose of this section "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## **SECTION A**

### **OFFICIAL BID FORM**

#### **Bid Number 2022-03**

#### **Property Management and Services**

The undersigned Bidder hereby offers to contract with the Harris Central Appraisal District (HCAD) upon the terms and conditions stated in the document entitled "Invitation to Bid for Harris Central 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 optional renewals. The contract will commence February 1, 2023 for 24 months. 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 or execution of a contract covering award of said bid to this Bidder at any time on or before the 60<sup>th</sup> day following the day this Official Bid Form is opened by HCAD. This offer shall be irrevocable for 60 days but shall expire on the 61<sup>st</sup> 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 Central 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 (certificate of coverage) for the duration of the project as outlined below on or before the 10<sup>th</sup> day after notification of award of the Contract. The Harris Central Appraisal District shall be named as an additional insured on all coverages except Workers' Compensation and Employers' Liability.

1. Workers' Compensation Coverage required by Section 406.096, Texas Labor Code for the Contractor and Subcontractors;
2. General liability with limits of not less than \$1,000,000 for each occurrence, with an aggregate limit of \$2,000,000 for bodily injury, personal injury, property damage, and products/completed operations;
3. Automobile liability with a limit of not less than \$1,000,000 for any auto, hired autos, and non-owned autos;
4. Excess/Umbrella liability with a limit of not less than \$1,000,000.

# SECTION A – OFFICIAL BID FORM – PAGE 2

## Property Management and Operations

**Representations** The undersigned bidder:

1. Has examined the Invitation to Bid and the proposed Contract, plans and specifications, and all other documents for the Project;
2. Fully understands all factors and conditions affecting or that may affect the work, including the:
  - a. Extent, scope, and character of the work to be performed;
  - b. Location, arrangement, and requirements for the proposed work;
  - c. Anticipated labor supply and costs;
  - d. Availability and cost of equipment, materials, and tools; and
3. Has visited the project site and correlated its personal observations with the requirements of the contract documents;
4. Understands that HCAD may reject any or all Bids.

**Similar Projects** Within the past five years, the undersigned Bidder has performed the following three projects that are similar to this project:

1. Project No. 1

Name of project: \_\_\_\_\_

Location of project: \_\_\_\_\_

Project cost: \_\_\_\_\_

Name of owner: \_\_\_\_\_

Telephone number of project owner: \_\_\_\_\_

Email of project owner: \_\_\_\_\_

2. Project No. 2

Name of project: \_\_\_\_\_

Location of project: \_\_\_\_\_

Project cost: \_\_\_\_\_

Name of owner: \_\_\_\_\_

Telephone number of project owner: \_\_\_\_\_

Email of project owner: \_\_\_\_\_

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### Property Management and Operations

3. Project No. 3

Name of project: \_\_\_\_\_

Location of project: \_\_\_\_\_

Project cost: \_\_\_\_\_

Name of project owner: \_\_\_\_\_

Telephone number of project Owner: \_\_\_\_\_

Email of project owner: \_\_\_\_\_

**Current On-Going Projects** The undersigned bidder has attached a list of each project that it is performing at the time of the Bid using the format below:

Name of project: \_\_\_\_\_

Location of project: \_\_\_\_\_

Type of project: \_\_\_\_\_

Anticipated completion date: \_\_\_\_\_

Name of owner: \_\_\_\_\_

Telephone number of owner: \_\_\_\_\_



## SECTION A – OFFICIAL BID FORM – PAGE 4

### Property Management and Operations

**Building Specifications** The Harris Central Appraisal District, (HCAD), is located inside a 7-story atrium style office building with a 4-story parking garage located at 13013 Northwest Freeway, Houston, Texas for use as its general headquarters. Gross square footage is 243,197 square feet. The operable area is 215,851 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 Building Management and Systems and Equipment Services.

**Bid Prices** Furnish all equipment, labor, and perform all work as required in accordance with the specifications below.

**Staffing** The contractor is always required to continually operate the building, 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.

- A. One full time Building Manager, on-site, M-F, 40 hours per week
- B. One full time System and Equipment Engineer, on-site, M-F, 40 hours per week
- C. One part time System and Equipment Engineer, on-site, 20 hours per week

**Scope of Work** The scope of work encompasses management of HCAD contracts relating to maintenance and repair of heating/ventilation of air condition 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.

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 System (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.

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### Property Management and Operations

#### **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.

## **SECTION A – OFFICIAL BID FORM – PAGE 6**

### **Property Management and Operations**

- 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 7<sup>th</sup> floor Budget & Finance Division. The

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### **Property Management and Operations**

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.

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### **Property Management and Operations**

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.

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### **Property Management and Operations**

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.

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### Property Management and Operations

#### **BUILDING MANAGEMENT SERVICES.**

##### 1.0 Full-Service Management Contract.

This is a Full-Service Management contract. The Contractor shall perform building management services to ensure 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. Ensure compliance with Americans with Disabilities Act
- L. Interface with City of Houston and Harris County building and fire officials to ensure 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,

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### Property Management and Operations

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.



# SECTION A – OFFICIAL BID FORM – PAGE 12

## Property Management and Operations

### **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

# SECTION A – OFFICIAL BID FORM – PAGE 13

## Property Management and Operations

### 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.

# SECTION A – OFFICIAL BID FORM – PAGE 14

## Property Management and Operations

### 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      |

## SECTION A – OFFICIAL BID FORM – PAGE 15

### Property Management and Operations

#### 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.

# SECTION A – OFFICIAL BID FORM – PAGE 16

## Property Management and Operations

### 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;

## SECTION A – OFFICIAL BID FORM – PAGE 17

### Property Management and Operations

- 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,

## SECTION A – OFFICIAL BID FORM – PAGE 18

### Property Management and Operations

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

## **SECTION A – OFFICIAL BID FORM – PAGE 19**

### **Property Management and Operations**

- 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 B – OFFICIAL BID FORM – PAGE 1**

**Property Management and Operations**

**Price Sheet**

<b>Service Description</b>	<b>Annual Fee</b>
<u>YEAR ONE - 2023:</u>	
A. Building Management Services	\$ _____
B. Systems & Equipment Maintenance Full Time	\$ _____
C. Systems & Equipment Maintenance Part time	\$ _____
TOTAL FOR YEAR ONE	\$ _____

<u>YEAR TWO - 2024:</u>	
A. Building Management Services	\$ _____
B. Systems & Equipment Maintenance Full Time	\$ _____
C. Systems & Equipment Maintenance Part time	\$ _____
TOTAL FOR YEAR TWO	\$ _____

<u>OPTIONAL YEAR THREE - 2025:</u>	
A. Building Management Services	\$ _____
B. Systems & Equipment Maintenance Full Time	\$ _____
C. Systems & Equipment Maintenance Part time	\$ _____
TOTAL FOR YEAR THREE	\$ _____

<u>OPTIONAL YEAR FOUR - 2026:</u>	
A. Building Management Services	\$ _____
B. Systems & Equipment Maintenance Full Time	\$ _____
C. Systems & Equipment Maintenance Part time	\$ _____
TOTAL FOR YEAR FOUR	\$ _____

<u>OPTIONAL YEAR FIVE - 2027:</u>	
A. Building Management Services	\$ _____
B. Systems & Equipment Maintenance Full Time	\$ _____
C. Systems & Equipment Maintenance Part time	\$ _____
TOTAL FOR YEAR FIVE	\$ _____

**SECTION B – OFFICIAL BID FORM – PAGE 2**

**Property Management and Operations**

**Price Sheet**

OPTIONAL YEAR SIX - 2028:

- A. Building Management Services \$ \_\_\_\_\_
  - B. Systems & Equipment Maintenance Full Time \$ \_\_\_\_\_
  - C. Systems & Equipment Maintenance Part time \$ \_\_\_\_\_
- TOTAL FOR YEAR SIX \$ \_\_\_\_\_

**SIX-YEAR AGGREGATE TOTAL FOR HCAD HEADQUARTERS \$ \_\_\_\_\_**

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 shown 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.)

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

## SECTION B – OFFICIAL BID FORM – PAGE 3

### Property Management and Operations

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’s Printed Name \_\_\_\_\_

Title \_\_\_\_\_

# SECTION B – OFFICIAL BID FORM – PAGE 4

## Property Management and Operations

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.

### QUALIFICATIONS

The undersigned Bidder hereby offers to contract with the Harris Central Appraisal District (HCAD) upon the terms and conditions stated in the document entitled "Invitation to Bid for Harris Central 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 optional renewals. This offer is made at the above 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.

**SUBMIT ORIGINAL BID ONLY, NO COPIES NECESSARY. 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

Email: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

FAX Number: ( ) \_\_\_\_\_

**SECTION B – OFFICIAL BID FORM – PAGE 5**

**Property Management and Operations**

SUBSCRIBED AND SWORN to before me this the \_\_\_\_\_ day of \_\_\_\_\_,  
2022.

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

# SECTION C – OFFICIAL BID FORM – PAGE 1

## Property Management and Operations

### Documents to be included in Bid Packet.

www.hcad.org

- Bidder's Application
- Conflict of Interest Form
- GC 2270.002, No Boycott of Israel Form
- W-9 Form

Supplied by bidder

- HUB Certificate if applicable
- Certificate of Liability Insurance
- Cooperative Affiliation Information
- Safety Letter

### **Schedule of Events**

- November 16, 2022 Request for Proposals published
- November 22, 2022 Mandatory Pre-Bid Conference
- December 9, 2022 Deadline for Questions
- December 15, 2022 10 am, Proposals Due
- December 15, 2022 10:30 Public Bid Opening
- January 18, 2023 Recommendation to Board of Directors, 9:30 am BOD Meeting
- February 1, 2023 Contract to Begin

**SECTION D – OFFICIAL BID FORM – PAGE 1**

**Property Management and Operations**

**Contract**

**GENERAL TERMS & CONDITIONS.**

This Contract, hereinafter referred to as the "Contract" is made and entered into on the date of countersignature by the Harris Central Appraisal District ("HCAD") and \_\_\_\_\_  
\_\_\_\_\_ "Contractor".

The initial address for the parties shall be as follows:

Harris Central Appraisal District \_\_\_\_\_  
P. O. Box 920975 \_\_\_\_\_  
Houston, Texas 77292-0975 \_\_\_\_\_  
\_\_\_\_\_

WHEREAS HCAD desires to obtain Facilities Maintenance and Operations Services for the Harris Central 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 Central 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.

## **SECTION D – OFFICIAL BID FORM – PAGE 2**

### **Property Management and Operations**

#### **Contract**

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 (7<sup>th</sup>) 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 affect 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



## **SECTION D – OFFICIAL BID FORM – PAGE 3**

### **Property Management and Operations**

#### **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

## **SECTION D – OFFICIAL BID FORM – PAGE 4**

### **Property Management and Operations**

#### **Contract**

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.

#### **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

## **SECTION D – OFFICIAL BID FORM – PAGE 5**

### **Property Management and Operations**

#### **Contract**

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.

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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.

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##### **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

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### **Property Management and Operations**

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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.

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##### **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.

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**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 \_\_\_\_\_, 2023, and has been executed on behalf of the Harris Central Appraisal District by its Purchasing Manager.

\_\_\_\_\_  
Contractor

Date \_\_\_\_\_

\_\_\_\_\_  
Tammy A Argento

Purchasing Manager, HCAD

Date \_\_\_\_\_