

McLennan County Appraisal District

REQUEST FOR PROPOSALS #2017-1 2018 Photograph Project

Proposals Due by 2:00 P.M., Monday, March 6, 2017
Proposal Opening at 2:01 P.M., Monday, March 6, 2017

Opening Location 2nd Floor Conference Room, 315 S. 26th,
Waco, TX

ISSUED DATE: February 17, 2017

Mailing Address

McLennan County Appraisal District
PO Box 2297
Waco, TX 76703

Physical Address

McLennan County Appraisal District
315 S. 26th
Waco, TX 76710

Ph: (254) 752-9864

MCLENNAN COUNTY APPRAISAL DISTRICT REQUEST FOR PROPOSALS #2017-1 2018 PHOTOGRAPH PROJECT

Proposals shall be addressed to the McLennan County Appraisal District care of Joe Don Bobbitt in a sealed envelope, clearly marked on exterior "RFP 2017-1, 2018 Photograph Project" and received no later than **2:00 P.M. (CST), Monday, March 6, 2017.** No Proposals will be accepted after that time. The District will not accept email or fax submissions.

RECEIPT AND HANDLING OF PROPOSALS

The proposer assumes full responsibility for the timely delivery of the proposal to the mailing address or the physical address. Proposals delivered to the MCAD office via fax, email or any other electronic means will not be considered.

Competitive Proposals will be publicly opened at 2:01 P.M., Monday, March 6, 2017, located at the 2nd Floor Conference Room, 315 S. 26th, Waco, TX. The Proposals, except for information identified by the offeror as proprietary, shall be available for public inspection at <http://www.mclennanad.org/index.php/Organization> **after the contract award.**

Proposals received will be reviewed at the next scheduled meeting of the MCAD Board of Directors, tentatively in May, 2017. Primary contacts of proposals will be notified by email of any changes to date and time of meeting.

PROPOSAL DOCUMENTS

The proposal documents are available in the following ways:

1. By downloading the proposal document from the McLennan County Appraisal District website at <http://www.mclennanad.org/index.php/Organization>.
2. By requesting the documents via email from Jbobbitt@mclennanad.org.

PRE-PROPOSAL MEETING

No pre-proposal meeting is scheduled for this project.

SUBMITTAL OF QUESTIONS

Prospective offerors are requested to submit any questions no later than Friday, March 3, 2017 to Joe Don Bobbitt, Assistant Chief Appraiser, via e-mail at Jbobbitt@mclennanad.org. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the District. The District reserves the right to include questions and responses in the form of written Addendums, as it deems necessary.

QUALIFICATIONS TO CONTRACT WITH A PUBLIC ENTITY

Vendors must be qualified to bid in the state of Texas and must follow all applicable laws. Furthermore, bribery by any vendor for furtherance of obtaining a contract from the District will not be tolerated and will disqualify the vendor from entering into any future contracts with the District.

W-9 FORM REQUIRED

The selected provider will be required to complete and submit a W-9 tax form. The W-9 form can be accessed at: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>. It is the successful respondent's

responsibility to act upon this instruction for submitting a W-9 form. The District will not process any payments if this form is not completed and submitted to the District's Assistant Chief Appraiser.

FORM 1295 REQUIRED

The selected provider will be required to complete and submit a Form 1295. The form can be accessed at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. It is the successful respondent's responsibility to act upon this instruction for submitting a Form 1295. The District will not process any payments and may retract award, at Districts discretion, if this form is not completed and submitted to the District within 30 days from award date.

REQUEST FOR PROPOSALS #2017-1

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1 Introduction/Overview

1.1. **Purpose/Objective**

The McLennan County Appraisal District (the “District”) is seeking competitive proposals from qualified companies to provide street level photography services for all accessible properties. The District will use the photographs in the valuation of properties located within McLennan County. The project will cover approximately one-third of the county each year with option to renew for two one year terms.

1.2. **Background**

The McLennan County Appraisal District anticipates requiring the services broadly described below. Proposers shall provide a detailed description of their process for planning and conducting the project and producing a library of images. Proposers shall also provide a detailed cost estimate and schedule for the project. The county contains approximately 3,000 centerline miles, and about 120,000 properties.

1.3. **Requirements**

- 1.3.1. Qualified proposers should submit one (1) unbound, clearly marked original, Seven (7) copies of the proposal on 8 ½ by 11 paper, plus one (1) PDF version on USB flash drives
- 1.3.2. Proposals should include the following:
 - a) Brief company history
 - b) Short narrative of approach to project and technology
 - c) Current and expected workload for 1st quarter of 2018
 - d) List of references from similar size and type of projects
 - e) Certificate of insurance coverage
 - f) Detailed cost data
 - g) Estimated storage requirements
- 1.3.3. Imagery collection should be conducted in leaf off periods on all public streets within the county limits.

1.4. **General Provisions**

- 1.4.1. McLennan County Appraisal District (MCAD) is a government agency, duly organized and existing under the Constitution and Laws of the State of Texas as set forth in the Texas Property Tax Code and is a political subdivision.
- 1.4.2. MCAD is authorized under the Constitution and Laws of the State of Texas to enter into the transactions contemplated, and to perform all of its obligations. MCAD operates on a calendar year budget cycle.
- 1.4.3. MCAD is governed by a six member Board of Directors, appointed by the taxing jurisdictions for which MCAD appraises property.

- 1.4.4. Services will be used for governmental purposes and will be exempt from all taxes presently assessed and levied.
- 1.4.5. All Proposals must include a statement that they are valid for a minimum period of ninety (90) days after the closing date.
- 1.4.6. The contents of the successful proposal will become a part of the contract. Any damages accruing to MCAD as a result of the vendor's failure to contract may be recovered from the vendor.
- 1.4.7. Vendor is and shall be an independent contractor in the performance of this contract and shall indemnify and hold harmless the McLennan County Appraisal District, its officers, agents, Board of Directors and employees from any and all claims of losses which may result from any negligence or misconduct on the part of the vendor, his agents, employees, or representatives and shall in all ways hold MCAD, its officers, agents, Board of Directors and employees harmless from any such claims, losses, or damages regardless of whether or not such may be caused in part by an officer, agent, director or employee of MCAD.
- 1.4.8. Vendor agrees that he shall be in compliance with all laws, statutes, and other Federal, State, and Local provisions prevailing during the term of this contract.
- 1.4.9. Vendor shall designate a representative in charge of this contract who will be available, knowledgeable, and authorized to execute binding agreements with MCAD.
- 1.4.10. The contractor shall at all times during the term of this agreement, obtain and maintain in effect the insurance requirements in Section 4.6. Such policies shall not be cancelled without a thirty- (30) day written notice to the District and the District must be listed on the policy as additionally insured.
- 1.4.11. Contractor shall comply with all applicable laws and rules of federal, state and local governments.
- 1.4.12. The Contractor shall not use the District's name, photograph, facsimile, or otherwise associate itself with the District in any way for commercial or advertising purposes without prior written consent of the District.
- 1.4.13. Any and all costs associated with this proposal process will be at the vendor's expense.
- 1.4.14. Proposals may be modified, substituted or withdrawn by written notice received by the Assistant Chief Appraiser prior to the hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a vendor or an authorized representative.

- 1.4.15. MCAD policy provides that MCAD shall accept services from vendors which have adequate financial strength, management and service capabilities and are otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 1.4.16. MCAD expressly reserves the right to:
- (1) Waive any defect, irregularity or informality in any proposal or bidding procedure;
 - (2) Reject or cancel any and/or all Proposals;
 - (3) Reissue a proposal;
 - (4) Procure services by other means if necessary; and/or
 - (5) Contact vendor for clarification of information submitted.
- 1.4.17. Contractual documents must be executed within the time specified. The contract may be terminated for default. No plea of error or mistake in an accepted proposal shall be available to the vendor as a basis for release of terms and rates.
- 1.4.18. Failure of the District to insist in any one or more instances upon performance of any term and/or condition of this contract shall not be construed as a waiver or relinquishment of the future performance of terms and/or conditions.
- 1.4.19. Vendor must state all fees, expenses, travel charges, odd hour charges or other costs associated with providing services to the District.
- 1.4.20. MCAD Board of Directors may evaluate proposals by any criteria they deem appropriate to determine the most advantageous option for the District, price, quality of services and the other evaluation factors included in the request for proposals.

1.4.21. MCAD Staff will evaluate proposals and make recommendations to the board based on the following criteria:

Criteria	Scoring Points Available
Cost; All equipment, setup, and first year of service (including all licenses).	25
Recurring Cost; Price proposal and forms supplied information that will be used to determine the future cost of the proposal.	10
Ease of Operation and Maintenance; Ease of ongoing use and maintenance of system, use of software; interface with current software.	15
Support; How the Proposer will provide operational support as well as training. Response times and modes.	10
Data Management; Data integrity, security, accessibility, backup/recover, flexibility, Nonproprietary interfaces.	10
System Capabilities; Degree to which proposed system addresses technical specification, performance requirements, and desirable functions	15
Strength of Proposer; References, experience, local representation, financial stability and solvency, and ability to acquire bonding and insurance. Proposed installation timeframe.	10
Clarity of Proposal; Degree to which proposal clearly and concisely follows the Request for Proposal and is responsive to all questions.	5
<i>TOTAL AVAILABLE POINTS</i>	100

1.5. Scope of Services

The District is seeking a single company to compile photographs of all accessible properties in McLennan County over a three year period. **The District in no way will be held responsible for any damage including but not limited to property damage that may occur during the completion of this project. All damages incurred during the project (if any) would be the responsibility of the contractor.** All images shall be received in jpeg or comparable non-proprietary format. The District will retain ownership of the images and no copyright laws will apply.

1.5.1. Project Deliverables

The District has approximately 120,000 real properties and roughly one-third (1/3) will be photographed each year based on current adopted Reappraisal Plan. One (1) unobstructed, date stamped, property referenced photograph of the front of each property must be taken.

1.6. Proposal Preparation

1.6.1. Fees

Each proposer must fully disclose all fees based on the specification provided in this

document. Each proposer shall provide per parcel fee. Upon selection of the contractor to complete this project, a final list of property identification numbers will be provided as well as a GIS Shape file to aid in the completion of the work.

1.6.2. Preparation Costs

All costs incurred during proposal preparation or in any way associated with the proposal's preparation, response, submission, presentation, or oral interviews shall be the sole responsibility of the proposer and will not be reimbursed by the plan.

1.6.3. Term of Contract

The successful proposer must execute a contract for the described services in accordance with the District's requirements within 10 days of selection.

The term of this Agreement shall be for a period of one (1) year for the 2018 tax year. Thereafter this Agreement shall have the option to renew for two terms of one year, unless sooner terminated as provided herein. Either Party may, terminate this Agreement by providing sixty (60) days written notice to the other Party. The fees for the services provided herein for tax years subsequent to tax year 2018 shall be the amount budgeted by the District for the respective tax year and agreed to by the Company in writing, unless the District or the Company notifies the other Party in writing, before October 1 of the year preceding the contract year, of the intent by that Party to terminate this Agreement.

The District is not bound by any oral or written information released prior to the issuance of this proposal document. Any material and documents developed during the engagement will become property of the District.

The District has the exclusive ownership and unlimited rights to use, disclose, or duplicate for any purpose whatsoever, all information, data, designs, work products, and materials developed by the provider under contract.

The District reserves the right to refuse to do business with any proposer found to be non-responsive by the District. The District reserves the right to postpone or cancel this proposal and to reject all proposals at any time.

If no agreement is reached with a proposer within a period of time considered reasonable by the District, the District may terminate negotiations and select another proposer, issue a new RFP, or take any other action consistent with the District's best interests. No proposer shall have any rights against the District arising from such negotiations. The district is not obligated to award a contract. The contract between the District and the successful proposer shall contain provisions based on the specific requirements of this proposal request, the successful proposer's proposal, and general provisions governing all plan contracts. No elected or appointed member, agent, or employee of the District and/or the District shall benefit financially or materially from any contract resulting from this procurement. The District may terminate any contract resulting from this

procurement if gratuities were offered or given by the contractor or his agent to any member, agent, or employee of the District.

It is understood that the selected vendor is responsible for the entirety of the contract as outlined in the proposal request. The proposer must disclose in the proposal the intent to use a subcontractor for any part of the work. If so, the proposer shall identify each subcontractor by name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the subcontractor must be included.

The selected proposer shall be solely responsible for and shall indemnify and hold harmless the District and their officers, employees, and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages (losses), arising out of or in connection with any acts or omissions of the propose or a proposer's Agent, regardless of whether taken pursuant to or authorized by this agreement and regardless of whether due to negligence, fault, or default, including losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same. The proposer shall, upon the District's demand and at the District's direction, promptly and diligently defend, at the provider's own risk and expense, any and all suits, actions, or proceedings that may be brought or instituted against the provider and shall pay and satisfy any judgment, decree, loss or settlement in connection therewith. The proposer shall, and shall cause provider Agents to, cooperate with the District in connection with the investigation, defense or prosecution of any action, suit or proceeding. The successful proposer must execute a contract providing the required services in accordance with the District's requirements.

The proposer understands that if any term or condition of this proposal request or subsequent contract is determined to have been entered by an agent of the District without the appropriate authority, said term or condition shall be void and unenforceable.

The final award will be subject to the execution of a service contract acceptable to the District. The full response of this proposal request will be considered part of the contract. In addition, the standard District contract has to be accepted by, or at a minimum incorporated into, the selected proposers overall contract.

1.6.4. Ownership of Materials

Photographs, negatives, indexes of the project, or any other items or specific materials use in the preparation or fulfillment of the agreement shall become property of the District. All photographs which do not meet the District's standards shall be corrected by the contracting vendor to fully conform to the contract. The cost for such work or replacements shall be borne by the contractor.

1.6.5. Weather

The contractor shall be responsible for making his or her own estimates of weather

conditions. Payment will not be made for any work that is unsatisfactory due to weather, or due to air or ground conditions caused by weather or any other conditions which might have an unsatisfactory effect upon performance, quality and accuracies required.

1.6.6. Photograph Requirements

The photographic instruments, and its crew, shall be selected and furnished by the contractor. The performance of the crew and the equipment shall be adequate for completion of the project in accordance with the agreement and shall conform to all official regulations and ordinances.

The date and time that each image was taken shall be labeled at the bottom right hand corner of each image. The images shall also be saved with the property ID as the naming convention.

Photographs shall be taken only when well defined images can be obtained. Photographs shall not be attempted when the ground is obscured by excessive haze, smoke, dust or any cloud coverage or cloud shadows. Photographs shall not contain shadows caused by topographic relief and sun angles, whenever such shadows can be avoided.

Photos should be taken with the entire subject centered in the frame. Preferably taken at an angle so the front and the non-garage side are visible. If the subject is extremely large multiple photos may be necessary to get sufficient detail along with an overall shot from further away.

The final delivery of all images shall be on or before April 1, 2018.

1.6.7. Payment

Payment will be made upon delivery and review of the images. The District requires 10 business days to review the submission for any errors or photographs that do not meet the District's standards. An invoice for the delivered images will be required before payment will be remitted. The District requests submission of images in phases throughout the project so that review can be completed timely.

1.6.8. Confidentiality

Proposers should specifically identify those sections of the proposal deemed to be confidential, proprietary information or trade secrets and provide justification why the District should not disclose such material upon request. Such confidentiality/proprietary information must be clearly marked and easily separable from the non-confidential provisions and prohibitions against disclosure of all applicable Federal and State laws and regulations related to the confidentiality of records and information gathered, obtained, reviewed, or developed in the performance of the resulting agreement; and further agrees to require each of its employees, partners, and agents assigned to the performance of this agreement to observe said provisions. The provider must comply with the requirements of State of Texas Law for safeguarding confidential information, the

prohibition against disclosure of confidential information and the civil and criminal consequences of non-compliance.

2 Attachments

2.1 General Terms and Conditions

1. Acceptance

This order is accepted by Seller's promptly mailing to McLennan County Appraisal District, herein after referred to as "the District", its written acceptance within ten (10) days of the order's date, or commencement of performance by Seller. Acceptance is limited to the terms and conditions of this order. This order, with any attachments, constitutes the entire agreement of the parties. No waiver or modification or additions to the terms of this order shall be valid unless in writing and signed by both parties. This agreement shall be binding on and inure to the benefits of heirs, executors, administrators, successors, and assigns of the respective parties to this Agreement.

2. Prices

The District shall not be billed at prices higher than those stated on the front of this order. Unless otherwise specified, the price stated includes all charges for packing, hauling, storage and transportation to point of delivery. Seller will pay delivery charges in excess of any delivery charge that the District has agreed to pay. Seller agrees that any price reduction made with respect to the items covered by this order subsequent to its placement but prior to payment will be applicable to this order.

3. Delivery

Substitutions will not be accepted unless acceptance of a substitution is approved by the District's purchasing agent. Approval of a substitution must be in writing and signed by the District's purchasing agent. Seller shall not ship excess quantities without the District's prior approval. Except as otherwise provided herein, the District shall not be obligated to accept untimely, excess or under shipments and such shipments in whole or in part may, at the District's option, be returned to Seller, or held for disposition at Seller's expense and risk. The invoice shall describe the items (including item number, description, quantity ordered, unit cost and total cost) and state the purchase order number (if applicable).

4. Warranties

Seller warrants that the items and services covered hereunder will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable, of good material and workmanship, free from defects and will be fit and sufficient for the purpose intended. These warranties shall be in addition to all other warranties, express, implied or statutory. Payment for, inspection of, or receipt of articles or services shall not constitute a waiver of any breach of warranty.

5. Inspection and Tests

All goods ordered hereunder will be subject to inspection and test by the District to the extent practicable at all times and places, including the period of manufacture and in any event prior to acceptance. Such goods will be subject to final inspection and acceptance by the District after delivery to the District. It is expressly agreed that inspections and/or payments prior to delivery will not constitute final acceptance. If the goods delivered do not meet the specifications or otherwise do not conform to the requirements of this order, the District shall have the right to reject such goods. Goods which have been delivered and rejected in whole or in part may, at the District's option, be returned to Seller or held for disposition at Seller's risk and expense.

6. Waiver

The District's failure to insist in any one or more instances upon the full performance of the Seller of any term, covenant, obligations or condition imposed on by this order shall not be construed as a waiver of any right available to the District hereunder with respect to such nonperformance or as the District's condoning further nonperformance.

7. The District's Property

Title to and the right of immediate possession of any property, including without limitation, patterns, tools, jigs, dies, equipment or material furnished or paid for by the District shall remain with the District. No articles made there from shall be furnished by Seller to any other party without the District's prior written consent. Seller shall keep adequate records of such property which shall be made available to the District upon request, and shall store, protect, preserve, repair and maintain such property in accordance with sound industrial practice, all at Seller's expense. Unless otherwise agreed to by the District, Seller shall insure the District's interest in such property against loss or damage (including extended coverage). Copies or certificates of such insurance will be furnished to the District on demand.

In the event that the District's property becomes lost or damaged to

any extent from any cause while in the Seller's possession, Seller agrees to indemnify the District or replace such property at Seller's expense, in accordance with the District's request.

8. Drawings and Specification Review

If during the term of this order, the District's representatives review drawings, specifications, or other data developed by the Seller in connection with the order and make suggestions or comments or approve such documents and data, such action is only an expression of opinion by the District and shall not serve to relieve the Seller of any responsibility for the reliability, quality, rate of output, cost, delivery, performance or any other requirements of this order.

9. Drawings and Data

Seller shall keep confidential all information, drawings, specifications, or data furnished by the District, or prepared by the Seller specifically in connection with the performance of this order, and shall not divulge or use such information, drawings, specifications or data for the benefit of any other party. Except as required for the efficient performance of this order, Seller shall not make copies or permit copies to be made without the prior written consent of the District. Seller shall not use, either directly or indirectly, and such data or any information derived there from for any purpose other than to perform this order without obtaining the District's written consent.

10. Use of Information

Seller agrees that all information heretofore or hereafter furnished or disclosed to the District by Seller in connection with the placing or filing of this order is furnished or disclosed as a part of the consideration for this order, that such information is not, unless otherwise agreed to by the District in writing, to be treated as confidential or proprietary, and that the Seller shall assert no claims (other than patent infringement) by reason of the use or disclosure of such information by the District, its assigns or its customers.

11. Advertisements

Seller shall not in any manner advertise or publish the fact that is has furnished, or contracted to furnish, the District the goods or services herein mentioned without prior written consent of the district. Seller shall not disclose any details in connection with this order to any party except as may be otherwise provided.

12. Tooling

Unless otherwise specified in this order, all tooling and/or all other articles required for the performance hereof shall be furnished by the Seller shall be maintained in good working condition and replaced when necessary at the Seller's expense.

13. Termination

Buyer may terminate the performance of the work under this order in whole at any time, or from time to time in part, by written notice to the Seller. Upon receipt of such notice, Seller shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with the performance of this order and shall proceed to cancel promptly all existing orders and terminate all subcontracts insofar as such orders or subcontracts are chargeable to this order. Upon termination of work under this order, full and complete settlement of all claims of Seller with respect to the terminated work shall be made as follows:

- (i) As compensation to Seller for such termination, unless such termination is for the default of Seller, the District shall pay the Seller the percentage of the total order price corresponding to the proportion of the amount of work completed on the date of termination to the total work to be done as Seller's full compensation for the work completed under this order; and
- (ii) Upon the District's payment to Seller in accordance with this paragraph, title to all equipment, materials, work-in-progress, finished products, plans, drawings, specifications, information, special tooling and other things for which the Seller has paid shall vest in the District.

Nothing contained in this paragraph shall be construed to limit or affect any remedies which the District may have as a result of a default by the Seller.

14. Default—Cancellation

The District reserves the right, by written notice of default, to cancel this order, without liability to the District, in the event of the happening of any of the following: insolvency of Seller, the filing of a voluntary petition in bankruptcy by Seller, the filing of an involuntary petition to have Seller declared bankrupt, the appointment of a Receiver or Trustee for Seller, or the execution by Seller of an assignment for the benefit of creditors. If Seller fails to perform as specified herein, or if Seller breaches any of the terms hereof, the District reserves the

right, without any liability to the District, upon giving Seller written notice, to (i) cancel this order in whole or in part, by written notice to Seller and Seller shall be liable to the District for all damages, losses and liability incurred by the District directly or indirectly resulting from the Seller's breach, or (ii) obtain the goods ordered herein from another source with any excess cost resulting there from, chargeable to Seller, if such deficiencies are not remedied. The remedies herein provided shall be cumulative and in addition to any other remedies provided by law or in equity.

15. **Force Majeure**

Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.

16. **Compliance with Laws**

Seller agrees to fully observe and comply with all applicable Federal, State and local laws, rules, regulations and order pertaining to the production and sale of the goods ordered, and, upon request, Seller shall furnish the District certificates of compliance with such laws, rules, regulations and orders.

17. **Government Contracts**

If it is indicated on the face hereof or Seller is otherwise informed that this order is placed, directly or indirectly, under a contract of the United States Government or any State or other governmental authority, then all terms and conditions required by law, regulation or by the Government Contract with respect to this order are incorporated herein by reference. To the extent that the terms and conditions of this order are inconsistent with any such required terms and conditions, then the required terms and conditions shall prevail and be binding on both the District and the Seller. Seller agrees, certifying that Seller is in compliance with all such terms and conditions as well as any applicable law or regulation. Upon request, the District will make available to the Seller copies of all pertinent terms and conditions required by any such Government Contract.

18. **Equal Opportunity**

The Equal Opportunity Clause in Section 202 Executive Order No. 11246, amended, relative to Equipment Employment Opportunity, and the implementing rules and regulations of the Office of Federal Contract Compliance, and Section 503 of the Rehabilitation Act, or incorporated herein by specific references.

19. **Indemnification**

Seller agrees to indemnify and hold harmless the district, its successors and assigns, customers and users of its products against all suits at law or in equity and from all damages, claims and demands arising out of the death or injury, to any person or damage to any property alleged to have resulted from the good hereby ordered, and, upon the tendering of any suit or claim to Seller, to defend the same at Seller's expense as to all costs, fees and damages. The foregoing indemnification shall apply whether Seller or Buyer defends such suit or claims and whether the death, injury or property damage is caused by the sole or concurrent negligence of Seller or otherwise.

20. **Patent Indemnification**

Seller shall indemnify and hold harmless the District, its successors, assigns, customers or users of its products, from and against all loss, liability and damage, including costs and expenses, resulting from any claim that the manufacture, use, sale or resale of any goods supplied under this order infringe any patent or patent rights, and Seller shall when notified, defend any action or claim of such infringement at its own expense. Seller warrants that the products when delivered to the District will be free from any claims of alleged infringement of patent, copyright, trademark, service mark, trade secret or any other intellectual property right of any other party. If any third party asserts any such claim or allegation against the District or its customers, Seller shall defend, indemnify and hold harmless the District and its customers from and against any and all costs (including reasonable attorneys' fees incurred), expenses, losses, damages, liabilities, penalties, or judgments relating to such claim or allegation, provided that the District and its customers use the products for their normal purposes.

21. **Assignment**

Neither this order nor any rights or obligations herein may be assigned by Seller nor may Seller delegate the performance of any of its duties

hereunder without, in either care, the Districts prior written consent.

22. **Applicable Law**

The validity, interpretation and performance of these terms and conditions shall be governed by the laws of the State of Texas. The obligations and undertakings of each of the parties to this order shall be performed in McLennan County, Texas.

23. **Invoices and Notices**

All correspondence and invoices covering this order must be addressed to the District's purchasing department. Any notice provided for under the terms of this order by either party to the other shall be in writing. The District's contact information is as follows:

McLennan County Appraisal District

Attn: Asst Chief Appraiser

P.O. Box 2297

Waco, TX 76703

Ph: (254) 752-9864

Any notice provided for under the terms of this order by either party to the other shall be in writing.

24. **Insurance**

If Seller performs any services for the district on the District's premises, during the term of this Agreement and for a period of at least one year after completion of Seller's obligations pursuant hereunder, Seller will maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than US \$1 million; (c) Commercial General Liability, including Products and Completed Operations and Contractual Liability, with a minimum combined single limit of \$1 million per occurrence; and (d) Excess Liability Insurance with limits not less than US \$5 million unless otherwise documented in writing and signed by both parties. Seller will provide the District with an insurance certificate from its insurance carriers for each of the required foregoing insurance coverages, and naming the district as an additional insured for Commercial General Liability and Excess Liability Insurance.

25. **Integration**

This agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledged that no representations, inducements, promises, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

26. **Hierarchy**

In the event that the terms and conditions of this order conflict with any other terms and conditions, this is the hierarchy that will be used:

1. Any terms or conditions stated on the face of the order
2. Any terms or conditions attached to the order
3. Any history of past business dealings
4. Any terms or conditions of the Seller

Should you have any questions regarding the District's terms and conditions, you may contact the District's Assistant Chief Appraiser, Joe Don Bobbitt, at (254) 752-9864 or by email at Jbobbitt@mcclennanad.org.

2.2 Insurance Requirements

MCLENNAN COUNTY APPRAISAL DISTRICT INSURANCE REQUIREMENTS

Prior to the execution of a contract by the District, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract, including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Texas evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary. The Contractor must submit to the Assistant Chief Appraiser, P.O. Box 2297, Waco, Texas 76703, a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in the contract, the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish to the District evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance, and any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Types of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily injury by accident: \$100,000 each accident Bodily injury by Disease: \$500,000 policy limits Bodily injury	Waiver of Subrogation Waiver of Our rights to Recover from Others Endorsement- signed and dated
3. Commercial General Liability a. Bodily injury b. Property damage c. Contractual liability d. Permits and Operations e. Independent contractors f. Products/Completed operations g. Personal injury	Each occurrence: \$1,000,000	District has to be listed as additional insurance and provided 30 days' notice of cancellation or material change in coverage.
4. Automobile Liability	Combined Single Limit for Bodily Injury and Property Damage: (each accident)	District has to be listed as additional insurance and provided 30 days' notice of cancellation or material change in coverage.
5. Excess/Umbrella Liability	Each occurrence/Aggregate: \$1,000,000	District has to be listed as additional insurance and provided 30 days' notice of cancellation or material change in coverage.
6. Professional Liability	Each occurrence/Aggregate: \$1,000,000	District has to be listed as additional insurance and provided 30 days' notice of cancellation or material change in coverage.

Alternate and/or additional insurance requirements, when outlined under the special provisions of a contract, shall take precedence over the above requirements in part or in full as described therein.