



PURCHASING DEPARTMENT

5364 Franz Road, Katy, Texas 77493

281-396-6260

November 11, 2011

REQUEST FOR PROPOSALS

Sealed proposals addressed to the Katy Independent School District, Attention: Regina M. Stephenson, Director of Purchasing, will be received in the Purchasing Department at 5364 Franz Road, Katy, Texas 77493 until:

December 7, 2011, 2:00 pm for Delinquent Tax Attorney Services and Tax Office Operations

Proposals will be publicly opened and names of the firms submitting read in the Purchasing Department immediately following the deadline for receiving proposals at 5364 Franz Road. Firms submitting are invited to attend but your presence is not required. For additional information, contact Regina Stephenson, Purchasing Department at 281-396-6260.

Proposal submittal envelopes must be plainly marked with the RFP name and deadline. **Please duplicate or use the label attached on the last page of this document.**

Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified and returned to the vendor unopened.

If you or anyone attending the proposal opening on your behalf needs special services, please call 281- 396-6260 prior to the proposal deadline so that we may accommodate your particular need.

Katy ISD reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the Katy Independent School District and to waive any informality.

FAILURE TO SUBMIT PROPOSAL IN DUPLICATE MAY RESULT IN REJECTION OF PROPOSAL.

Regina M. Stephenson
Director of Purchasing

KATY ISD STANDARD TERMS AND CONDITIONS

THE WORDS "BIDS, PROPOSALS, QUOTES" AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.

1. BIDS, IN DUPLICATE, ARE TO BE DELIVERED TO KATY ISD PURCHASING DEPARTMENT, 5364 FRANZ ROAD, KATY, TEXAS 77493, F.O.B. DESTINATION IN AN OPAQUE, SLED ENVELOPE, WITH THE BID NUMBER AND THE DUE DATE DISPLAYED ON THE OUTSIDE. Katy ISD shall not be held liable for any proposal that is improperly identified and thus not considered for award.
2. NO BID: Bidders may opt to send a NO BID response back to Katy ISD. Vendors not responding to the bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the District in writing.
3. LATE BIDS: Late bids will not be accepted or considered. Late bids will be returned to vendors unopened. Katy ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Purchasing Office shall be the official time of receipt.
 1. UNSIGNED BIDS will NOT be considered. ONLY SEALED BIDS will be accepted. Faxed bids or electronic submissions will NOT be accepted.
 2. BIDDER SHALL PROVIDE with their bid response, all documentation required including all required forms. Failure to provide this information may result in rejection of bid.
3. BID PRICES are to remain firm for one (1) year from date of award, unless otherwise specified.
4. BID MUST COMPLY with all federal, state, county, and local laws concerning these types of goods/services. ALL ITEMS MUST MEET OSHA STANDARDS OF COMPLIANCE AND BE ASBESTOS FREE.
5. SAMPLES, if applicable or when requested, shall be furnished at no cost to Katy ISD within five (5) days of the request. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. Samples, for which no return request is received by Katy ISD within seven (7) days of bid award, will be considered a donation to the district and will be distributed accordingly.
6. ALL ITEMS WHICH UTILIZE ELECTRICAL CURRENT MUST BE U.L. LISTING APPROVED.
7. DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice. All bid items shall be in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the bid. Katy ISD will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.
8. REMEDIES: BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation makes allowance for errors of omission or commission on the part of bidders.
9. ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initiated by the signer of the bid, guaranteeing authenticity.
10. RESPONSIBLE BIDDER. The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.
11. REFERENCES: KATY ISD may request bidders to supply, with this bid, a list of at least five (5) references where like goods/services have been supplied by their firm to entities of similar size and scope. Include name of firm, telephone number and name of representative.
12. WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Katy ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in vendor being placed on unresponsive vendor list.
13. TO EXPEDITE EVALUATION of the bids, BIDS must be submitted on Katy ISD forms; although additional information may be attached for evaluation purposes.
14. SALES TAX: Katy ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.
15. NO CASH ADVANCE discount will be considered.
16. BID EVALUATION. The lowest bid will not necessarily be the successful bid. Bids will be evaluated not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of that proposed to the District's needs and requirements. The District will award the bid on the basis of best value.
17. EVALUATION CRITERIA. In determining to whom to award a contract, the District will consider: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the District's needs; (5) the vendor's past relationship with the district; (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; (7) the long-term cost to the district to acquire the vendor's goods or services; and (8) any other relevant factor as listed in the project documents.
18. BID AWARD: Katy ISD reserves the right to award bids as a whole or on a line item basis, whichever is in the best interest of the District.
19. PLEASE BID on each item separately. Provide unit prices on quantity specified and extended amount. In cases of errors in extensions, unit price shall govern.
20. IF DURING THE LIFE OF THE CONTRACT, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Katy ISD.
21. DELIVERY: All products delivered as a result of this contract must have the delivery and/or freight charges (FOB) Katy ISD Designated Location with inside delivery included in the bid price.
22. CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
23. ETHICS: The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Katy ISD.
24. DEVIATIONS FROM SPECIFICATIONS. All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the District's specifications as written. Any deviations from the specifications written not previously submitted, as required, will be grounds for rejection of the materials/goods and/or equipment when delivered.
25. EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Katy ISD shall hold the bidder responsible to perform in strict accordance with specifications of the invitation. Katy ISD will not accept substitutes after item(s) have been awarded as specified. Katy ISD reserves the right to accept any and all or none of the exception(s)/substitution(s) bid which are deemed to be in the best interest of Katy ISD.
26. DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.
27. "OR EQUAL" PRODUCTS will be evaluated after bids are received, based on literature submitted and any required testing of the product. It is the vendor's responsibility to submit sufficient data for the District to properly analyze an "or equal" item.
28. ADDENDA: Any interpretations, corrections, or changes to this bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Katy ISD Director of Purchasing. Addenda will be mailed to all who are known to have received a copy of this bid.

KATY ISD STANDARD TERMS AND CONDITIONS

29. ADDENDA MUST BE ACKNOWLEDGED WITH BID SUBMITTAL. An addenda acknowledgment form will be provided with bids requiring acknowledgment of addenda.
30. CHANGE ORDERS: No oral statement of any person shall modify, otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Katy ISD Director of Purchasing.
31. SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Katy ISD and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Katy ISD from liability, claim or demand on their part, agents, servants, customers, and/or employees, whether such liability, claim or demand arise from event or casualty happening within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within the occupied premises. Successful bidder shall pay any judgment with costs which may be obtained against Katy ISD growing out of such injury or damages.
32. CONTRACT: This bid, when properly accepted by Katy ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Katy ISD. No different or additional terms will become a part of this contract with the exception of Change Orders.
33. TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, or delivery and acceptance of products and /or performance of services is concluded subject to the following conditions:
 - A. Katy ISD reserves the right to review the performance of vendor at all times.
34. Katy ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Katy ISD approval at any time on thirty (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Katy ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.
35. **KATY ISD reserves the right to terminate contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.**
36. TERMINATION FOR DEFAULT: Katy ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Katy ISD in the event of breach or default of this contract. Katy ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:
 - A. Meet schedules;
 - B. Default in the payment of any fees;
 - C. Otherwise perform in accordance with these specifications.
37. REPRESENTATION: The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Katy ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Katy ISD, Katy ISD may on ten (10) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the vendor by Katy ISD for the unexpired term of the Agreement.
38. BREACH OF CONTRACT or default authorizes Katy ISD to exercise any or all of the following rights:

Katy ISD may take possession of the assigned premises and any fees accrued or becoming due to date;

Katy ISD may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

Katy ISD reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of Katy ISD.

In such event, the District may charge the successful bidder the difference for any additional cost of such bid item.
39. IN THE EVENT the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Katy ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Katy ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.
40. BIDDER, IN SUBMITTING THIS BID, agrees that Katy ISD shall not be liable to prosecution for damages in the event that Katy ISD declares the bidder in default.
41. GRACE PERIOD: Katy ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.
42. NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Katy ISD shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Katy, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
43. PATENTS/COPYRIGHTS: The successful bidder agrees to protect Katy ISD from claim involving infringements of patents and/or copyrights.
44. CONTRACT ADMINISTRATOR: Under this contract, Katy ISD may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Katy ISD Purchasing Department and the successful bidder.
45. PURCHASE ORDER: A purchase order(s) shall be generated by Katy ISD to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Katy ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.
46. PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department/campus and/or delivery location, (c) Katy ISD Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.
47. PRODUCTS SUPPLIED UNDER THIS CONTRACT shall be subject to Katy ISD approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to Katy ISD. If item is not picked up within one (1) week after notification, the item will become a donation to Katy ISD for disposition.
48. WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Katy ISD, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.
49. BIDDERS MUST SUBMIT chemical content literature and/or specifications and Material Safety Data Sheets with their bid for evaluation where applicable. Failure to comply with this requirement could eliminate bidders from consideration on item or items concerned.
50. WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Detailed explanation of warranties must be provided with bid. Warranty will not begin until all components are installed and accepted by Katy ISD.
51. VENUE: This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Katy, Fort Bend County, Texas.
52. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Katy ISD.

KATY ISD STANDARD TERMS AND CONDITIONS

53. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
54. **FORCE MAJEURE:** Neither party shall be liable in damages for any delay or default in the performance of this contract, if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.
55. **EQUAL EMPLOYMENT OPPORTUNITIES LAWS.** Successful bidder will be required to comply with applicable equal employment opportunity laws and regulation.
56. **PAYMENT** will be made upon receipt and acceptance by Katy ISD of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful bidder(s) is required to pay subcontractors within ten (10) days.
57. **INVOICES** shall show purchase order number, copy of signed delivery ticket and bid name and shall be mailed directly to:
Katy ISD Accounts Payable Department
P O Box 159
Katy TEXAS 77492-0159
60. **ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH KATY ISD must submit a Conflict of Interest Questionnaire if required no later than the 7th Business Day after the date the person becomes aware of facts that require the statement to be filed as required by Local Government Code, Section 176.006. The form may be downloaded from the Katy ISD website at www.katyisd.org/services/purchasing.htm.**
58. **ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH KATY ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file.**
59. **ALL VENDORS MUST ALSO INCLUDE a Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with your bid.**
60. **ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO THE PURCHASING DEPARTMENT AT (281) 396-6260.**

NOTE: Katy ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities, and/or employment practices.

Introduction

The Katy Independent School District (KISD or District) is requesting submissions of interest from law firms interested in providing delinquent tax collection services and/or tax office operations for the District. As a firm involved in providing such services, we are issuing this invitation to submit a proposal indicating the qualifications of your firm and processes for collection services and day-to-day operations of the tax office.

If interested in submitting a proposal for consideration, please forward your formal submission as instructed in this document.

Upon receipt of submissions, proposals will be evaluated and meetings may be scheduled with firms to further discuss and review their services proposed.

Please note that this communication is not to be construed as a contract or commitment on behalf of Katy ISD, and the District reserves the right to conduct discussions or negotiations with any, all, or none of the potential providers. The District assumes no obligations or liability for any costs incurred by interested firms regarding their response submissions or related discussions or interviews.

The District reserves the right to contract with any individual firm for delinquent tax collections, as well as to continue and/or renew tax collection contracts currently in effect, or to contract with other political entities regardless of whether such political entities have submitted in response to this request.

The following document contains a general description of the delinquent tax collection operations of the District and the information related to the desired format and major items the District desires for inclusion in the submission. Each firm submitting a proposal is invited to furnish any other additional information that it wishes the District to consider in the selection process.

Scope of Contract

The Katy ISD delinquent tax collection contract currently in effect will continue on a month to month basis until a new contract is executed. The District will contract for a period of three (3) years, with additional yearly options not to exceed three (3) years if agreed to by both parties, and such terms are contained within the executed contract. The District reserves the right to require additional terms and conditions in any contract award over and above any requirements contained in this document, if deemed to be in the best interest of the District.

It should also be noted that the District is considering the option of contracting with the Harris County, Fort Bend County, and Waller County Tax Offices for tax collection services. No contract is currently in place for the performance of these services by the counties listed nor has there been any formal timeline developed for the possibility of such move.

The District reserves the right to terminate the contract for either Delinquent Tax Collection Services or Tax Office Operations at any time for any reason with sixty (60) days notice. Once an executed contract terminates with the awarded firm for any reason, the District reserves the right to have a period of time to transition the contracted services to a new provider. During this transition period, the District agrees to pay for the services provided in accordance with the contract being terminated. The awarded firm

must agree to accept these terms but may negotiate the length of time such services are to be provided during contract negotiations.

The District currently provides for fifteen percent (15%) penalty on delinquent accounts under the provisions of Section 33.07 and 33.08 of the Property Tax Code for tax years 2002 and prior. For tax years 2003 through current, the District currently provides for twenty percent (20%) penalty on delinquent accounts under the provisions of Sections 33.07 and 33.08 of the Property Tax Code. The delinquent tax firm is responsible for collection of all District delinquent collections as referred by the District, and any delinquent taxes remaining from Harris County Education District taxes.

The District reserves the right to conduct pre-contract negotiations with any or all potential firms as allowed under state law.

All Proposal documents must be valid for a minimum period of one hundred twenty (120) days from the due date of the RFP documents.

The District reserves the right to contact references from the proposing firm's client list or any other persons considered relevant by the District.

The successful firm will be required to execute a formal contract to furnish all services and other deliverables required for the successful completion of the proposed services. No submitting firm shall obtain any interest or right in any award until the District has executed a contract, and any such interest and rights shall be subject to the terms and conditions as contained in the contract.

The awarded firm may not use the District's official logo, or any phrase associated with the District, without the permission from the Board of Education, the Superintendent, or their designee.

Scope of Services

Delinquent Tax Collections

Any proposal and resulting contract for collection of delinquent taxes would be expected to include provisions for all legal services required by the District for delinquent tax collection operations including, but not limited to, representation in tax related litigation, bankruptcies, federal tax related matters, title research and abstracting, collection services including telephone calls, letters, and personal contacts, delinquent tax lawsuits, interventions, appeals, administrative proceedings, address searches, pre and post judgment discovery proceedings, foreclosures and executions, resale of struck-off properties, appraisal district related services, eminent domain collections, complete reporting requirements, tax warrants and seizures, representation of KISD in property value related lawsuits and lawsuits involving any aspect of the collection process, legislation review and advice, written legal opinions, monitoring, reporting on and assistance with state agencies, liaison activities with other tax collection agencies, community and board presentations, access to tax collection software systems, and tax increment reinvestment zone services.

Katy Independent School District Request for Proposals
Delinquent Tax Collection Attorney Services and District Tax Office Operations

The awarded firm will be expected to represent the District in bankruptcy matters. It is the District's preference that bankruptcy representation be performed without additional compensation to the

awarded firm other than the amounts specifically designated and collected as attorney fees in the bankruptcy proceedings.

The awarded firm must be responsive to telephone calls and requests from District representatives, and all reports must be submitted on a timely basis.

The awarded firm must be able to provide assistance to taxpayers in Spanish if necessary.

The awarded firm shall abide by directives, guidelines, and procedural requirements as requested by the District.

District Tax Office Operations

The firm must demonstrate to the satisfaction of the District that sufficient staff will be assigned to handle the requirements and provide the services as outlined in the proposal submitted.

Services include:

- Create a tax roll and levy from values received from three appraisal districts. (approximately 109,000 total accounts on the tax roll created)
- Prepare and deliver tax statements both electronically and by mail, including all associated costs.
- Process and post tax collections to individual taxpayer accounts. Payments received by:
 - U.S. mail
 - Over the counter
 - Bank lockbox system
 - Electronically
 - Credit cards
- Reconcile tax receipts with taxes owed and issue refunds.
- Balance receipts with tax collection reports on a daily, weekly and monthly basis.
- Prepare monthly reports and submit to Katy ISD accounting department.
- Prepare monthly Tax Report for submission to Katy ISD Board of Trustees.
- Process special valuation rollbacks (agriculture, etc.)
- Review delinquent tax accounts annually and roll forward or write off according to the Property Tax Code.
- Prepare State Comptroller property value study appeals and audits for Katy ISD.
- Comply with open records requests.
- Provide timely, efficient, and professional customer service and address taxpayer concerns.
- Provide information and reports on an as needed basis.
- Responsible for costs associated with operating the Tax Office.

The office must be staffed during scheduled days of business. Current staff includes Tax Collector/Assessor, Collections Coordinator, Bookkeeper, Computer Operator, and three clerks. If any change in the staffing level is proposed, the firm must demonstrate to the District's satisfaction that the service will remain at or exceed current levels.

The District reserves the right to approve the firm's assigned representatives and to require a change in the representatives for any reason or cause upon notice from the District.

Compensation

Please be aware that it is the District's intent that any fees paid for delinquent tax collection services shall be payable from attorney fees designated and collected as attorney fees in the court proceedings and from Sections 33.07, 33.08, and 33.11 penalties (if applicable) collected by the District.

As stated previously in this document, it is the District's preference that bankruptcy collection services shall be compensated from the amount specifically designated and collected as attorney fees in the court proceedings. Those firms submitting proposals may include additional payment terms, including analysis of the benefits to the District from enhanced bankruptcy legal services, however these provisions will be considered and may weigh adversely in the District's selection process. Therefore, the District reserves the right to negotiate the bankruptcy compensation terms presented, and to require such terms deemed to be in the best interest of the District.

Compensation for representation in eminent domain proceedings and all other services provided by the awarded firm in such matters shall be payable from attorney fees and Section 33.07 and 33.08 penalties actually collected on behalf of the District.

Insurance Requirements

The successful firm will be required to provide the following insurance.

WORKERS' COMPENSATION

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC81, TWCC-82, TWCC83, or TWCC-84) showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

COMPREHENSIVE GENERAL LIABILITY INSURANCE

General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$500,000
Fire Damage Limit - Any One Fire	\$100,000
Medical Expense Limit - Any One Person	\$50,000

Liability Insurance shall cover premises operations and contractor's liability, as stated above, with an endorsement listing the District as an additional insured under all coverages except

Workers' Compensation.

AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance shall cover all owned, non-owned, hired vehicles in the amount \$100,000/300,000 bodily injury, \$100,000 each accident property damage with a Ten (10) day Notice of Cancellation or material change endorsement.

All precautions will be taken to prevent damage to property, and Contractor will assume liability for same. The contractor shall be liable for damages to property incurred in connection with completion, and including work incidental to and necessary to completion of any part of this project.

Funding Out Clause

KATY ISD reserves the right to terminate this contract at the expiration of each budget period if funding is no longer appropriated, as required under Local Government Code Section 271.903.

Governing Law

Any contracts resulting from this RFP shall be governed by and in accordance with the laws of the State of Texas. The parties irrevocable consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in the County of Fort Bend, State of Texas shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to any such contracts.

Proposal Submission

All Proposal must be received the District no later than 2:00 pm, December 7, 2011.

All documents must be submitted in writing with a minimum of three copies of all documents to:

Katy Independent School District, Purchasing Department
RFP Documents – Delinquent Tax Attorney Services
5364 Franz Road
Katy TX 77493

All documents may also be submitted by US Mail to:

Katy Independent School District, Purchasing Department
RFP Documents – Delinquent Tax Attorney Services
PO BOX 657
Katy TX 77492-0657

Late submissions will not be considered.

All costs related to the preparation and submission of the response to the Districts Request for Proposals shall be paid by the submitting firm.

Proposal Submissions must include the following:

Cover Page - Identifying the RFP subject, firm submitting, contact information including telephone number, office location, fax number, contact person's name and title, phone number.

Questionnaire - Responses to the Questionnaire included as a part of this document should be included in the documents submitted. All answers will be considered in the evaluation process. Please indicate clearly which question is being answered in any section of the document.

Qualifications of Firm- Provide all information relevant to the Proposing Firm's experience, financial standing, and all other information the Firm would like for the District to consider with regard to ability and expertise to satisfactorily perform the services required by the District.

Include information related to the Firm's proposed operations to include:

- general staffing information for both delinquent tax collections and the day-to-day operations of the District Tax Office
- any in-kind support required from the District
- attorney qualifications for delinquent tax services,
- list of major clients for whom such services are currently provided,
- types of software and technology systems utilized in the performance of this contract,
- information pertaining to the success of collection efforts for other clients,
- lawsuits filed against the proposing firm, employees, subcontractors or agents within the last three (3) years.
- timeline required to be fully operational.
- Fee schedule for all services to be provided

All submissions will become the property of the District. The District shall not be obligated to meet with any or all of those submitting proposals, and the District reserves the right to conduct discussions and/or negotiations with any or all of those submitting Qualification documents.

Contract Obligations

This document, as well as any submitted documents and any negotiations, when properly accepted by the District shall constitute a contract equally binding between the successful firm and Katy Independent School District. The selected firm will be considered as the prime Contractor and shall assume responsibility for the services to be provided. Failure to meet such obligations may result in cancellation of the contract.

Therefore, firms are cautioned not to make claims or false statements which they are not prepared to commit to contractually. Failure by the firm to meet such claims will result in a requirement that the firm provide proof of the resources necessary to meet submitted claims or risk breach of contract.

Legal Documents

The firm must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a contract for the services proposed. Such agreements are subject to the District's review and acceptance. In the event of conflicting terms, the District's RFP, standard terms and conditions and any attachments shall prevail.

Selection Process

The evaluation criteria to be considered includes, but is not limited to:

- Prior experience of the firm and firm's personnel in providing services to Katy ISD or entities of similar size and scope
- Professional Qualifications, expertise, educational levels – Include resumes of key personnel
- Past performance with the District or entities of similar size and scope with respect to quality services, meeting schedules, maintaining good working relations, ability to provide accurate documentation relative to the requirements and expectations of the District.
- Reputation of the firm and the services provided.
- Financial strength and stability of the firm.
- Ability of the firm to provide tax related and other services as required by the District.
- Ability of the firm to provide software or reporting process that can interface with the District seamlessly, and provide needed reports on a timely basis.
- Determination of: (1) The firm's principal place of business, and (2) the number of personnel employed within the State of Texas
- Cost of Contracted Services
- Long term cost of the utilization of the firm's services
- The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses.

Opening Procedures

Proposals will be opened so as to avoid disclosure of contents to competing firms and kept confidential during the process of negotiation and contract award. Only the names of the firms submitting proposals will be disclosed during the public opening.

Public Information Act

Firms submitting proposals are advised that all materials submitted to the District as a part of their response become and remain the property of the District and consequently cannot be returned to the firm submitting the proposal. Upon award by the District Board of Trustees, all materials are subject to disclosure under the Public Information Act, Texas Government Code , Chapter 552 and may be viewed and/or copied by any member of the public, including news agencies and competitors.

Confidential Information or Trade Secrets

As per Government Code, Article 252.049, if any of the information is considered to be confidential or a trade secret belonging to the firm submitting the proposal, and, if released, would give advantage to a competitor or proposer, that information should be marked "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION". Failure on the part of the firm to indicate the proprietary/confidential status for the applicable documents as recommended will release the District from an action or actions should said documents be made public. Firms should note that entire proposals cannot be considered "Proprietary" or "Confidential" and any responses so marked will be considered Non-Responsive.

Proposal Evaluations

An evaluation committee consisting of one or more District staff and/or their designees will perform the evaluation of the firm's proposal for services.

All responses will be reviewed for compliance with the mandatory requirements stated within this document. Proposals deemed non-responsive will be eliminated from further consideration. The District may contact the firm submitting the proposal for clarification of any part of the submission. Responsive proposals will be evaluated based on, but not limited to, the criteria listed in this document.

After all proposals have been evaluated those with the best scores will be selected as finalists. Only finalists will be invited to participate in the subsequent steps of the evaluation process. Such steps may include an oral presentation of the proposal, and clarification in writing of any items requested. The firms, whose proposal in the opinion of the evaluation committee, is most advantageous to the District, will be selected for further negotiation. If during this process, the District is unable to reach mutual agreement as to contract terms, negotiations will cease and the firm will be notified that it is no longer in consideration. Once contract terms have been mutually agreed to, the District will take the recommendation forward to the Board for consideration of contract award.

Modifications

The District reserves the right to negotiate or revise any terms or conditions of the contract during its term as is mutually acceptable to both parties.

Contact with District

Beginning with the receipt of this document and during the proposal process, firms submitting proposals are not permitted to contact any District Board of Trustees member, officer or employee other than as listed below. Violation of these conditions will subject any proposing firm to immediate disqualification.

Firms shall submit any questions or concerns regarding this project in writing to:

Regina M. Stephenson, Director of Purchasing reginamstephenson@katysd.org

All questions will be answered in writing and responses provided to all interested parties.

Katy Independent School District Request for Proposals
Delinquent Tax Collection Attorney Services and District Tax Office Operations

Questionnaire

Please reference these questions in the response submitted.

1. Explain your firm's methodology for communicating with your clients. How will day-to-day communications be handled with the District? Give examples of circumstances which might be out-of-the-norm requiring District judgment and discretion in pursuing collections. How are such cases handled by your firm?
2. Explain your firm's methodology for communicating with taxpayers? Show examples of typical communications. Does your firm follow the collection process outlined in the Property Tax Code? Are any steps added or deleted to the process? If so, please explain.
3. Describe the firm's plan to handle bankruptcy cases.
4. List your firm's prioritization procedures for delinquent tax collections. Which properties are targeted as the top priority?
5. List steps taken to collect real estate delinquent property taxes.
6. List steps taken to collect personal property delinquent property taxes.
7. List steps taken to collect delinquent property taxes on special or complex types of properties such as minerals, industrial, pipelines, railroads, commercial, and ag-use properties.
8. Define your firm's post-judgment strategy.
9. Has your firm directly purchased properties at tax sales?
10. Has your firm indirectly purchased properties at tax sales through the use of other companies or entities?
11. What is your firm's position on such purchases?
12. Describe what happens to funds considered surplus as a result of a tax sale?
13. Does your firm own the software used in the collection processes, or how is it provided? Does your firm have the right to license the District to use the software? If so, what is the annual cost?
14. Please list all attorneys and other personnel who would be assigned to the Katy ISD account, and attach resumes with their qualifications for the District's review.
15. Please provide information regarding the location of the offices from which the services proposed to the District will be provided.
16. Please list all contracts with your firm previously terminated for cause.
17. Please include a fee schedule for all services proposed.

ACKNOWLEDGEMENT FORM (Include in Proposal Submitted)

By submission of this document, the undersigned certifies that:

This proposal has been independently arrived at without collusion with any other bidder or any other competitor; his proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other competitor or potential competitor, prior to the opening of this project;

No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a proposal;

The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and the penalties herein are applicable to the bidder as well as to any person signing in his/her behalf;

Vendor warrants it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal. For violation or breach of this warranty, Katy ISD shall have the right to annul this contract without liability:

As required by Local Government Code 176.006, the undersigned acknowledges the requirement of filing a Conflict of Interest Questionnaire if there are any facts that would require such to be filed, and acknowledges the fact that the CIQ form is available for download at www.katyisd.org/services/purchasing.htm. or can be obtained directly from the Katy ISD Purchasing Office, 5364 Franz Road, Katy, Texas 77493.

The undersigned certifies that to his/her knowledge no Katy ISD employee has any personal or beneficial interest whatsoever in this service or property described herein.

Respondent acknowledges receipt of Addenda number ___ through ___ and has incorporated the provisions therefore into this proposal.

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

DATE

CERTIFICATION SHEET

In order for a proposal to be considered, the following information must be provided. **FAILURE TO COMPLETE MAY RESULT IN DISQUALIFICATION**

Company Name _____

Mailing address _____

City _____ State _____ Zip Code _____

Telephone _____ Fax _____

Email address _____

In business under present name _____ years and _____ months

COMPLETE THE APPROPRIATE SECTION BELOW:

“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I CERTIFY THAT MY COMPANY IS A "RESIDENT BIDDER":

MR. MRS. MS. _____

(Circle One)

NAME (PLEASE PRINT)

POSITION _____

SIGNATURE _____ DATE _____

OR

IF YOU QUALIFY AS A "nonresident bidder", you must furnish the following information:

What is your resident state? (The state your principal place of business is located.) _____

Does your "residence state" require bidders whose principal place of business is in Texas to under bid vendors whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located.

YES _____ NO _____ If "YES", What is that amount or percentage? _____ %

I CERTIFY THAT MY COMPANY IS A "NONRESIDENT BIDDER" AND THE ABOVE INFORMATION IS TRUE AND CORRECT:

MR. MRS. MS. _____

(Circle One)

NAME (PLEASE PRINT)

POSITION _____

SIGNATURE _____ DATE _____

CLEAN AIR AND WATER ACT

I, _____, am in compliance with all applicable
(vendor name)

standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

Company

Authorized Representative (Print)

Signature

Date

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower
Tier Covered Transactions**

U.S Department of Agriculture

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before completing certification, read the instructions below.)

Please check one choice below:

- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name and Title of Authorized Representative

Signature

Date

Instructions For Suspension/Debarment Certification Statement

By signing and dating the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency on the date signed.

The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

This notice is not required of a publicly held corporation

I, the undersigned for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Please select *ONE* choice below:

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individuals who has/have been convicted of a felony.

Name of individual (s): _____

Details of conviction (s): _____

Please complete the information below:

Name of Vendor:

(please type or print)

Name of Company Official:

(please type or print)

Signature of authorized agent: _____

Date: _____

Agreement with Katy Independent School District Regarding Criminal History Background Searches with Vendors/Contractors

Katy Independent School District has provided me with the information to be in compliance with the Senate Bill 9 mandate in regards to required background searches for all companies working with Katy ISD as a vendor or contractor. My signature indicates that I will comply with Senate Bill 9 by conducting background searches and have employees fingerprinted with the DPS- Fingerprint-based Applicant Clearinghouse of Texas- FACT.

Print Name	Signature
Company Name	Date

Attached: Copy of Information from Texas Education Agency and State Board of Education:

Instructions to School District Contractors Regarding Criminal History Background Searches Under Senate Bill 9, 80th Legislative Session

Senate Bill 9, 80th Legislative Session directs school district contractors to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas –FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, please contact:

Access and Dissemination Bureau
Texas Department of Public Safety
Crime Records Service
P. O. Box 149322
Austin, Texas 78714-9322
Email: FACT@txdps.state.tx.us
Phone: (512) 424-2365

For fastest service, please email or call. State in the message that you are a school district contractor and need to have an account established for DPS FACT clearinghouse access. Please include:

- Company Name
- Company Address
- Company Phone
- Name of Company point of contact
- Phone of Company point of contact
- Company email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site’s security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

PLEASE NOTE: After you sign the DPS User Agreement for FACT, DPS will provide you with a revised ***FAST Fingerprint Pass*** that you will have to provide to your employees and applicants. Your employees and applicants will use that ***FAST Fingerprint Pass*** when scheduling their FAST fingerprinting.

Please duplicate the appropriate label and affix to the outside of your sealed submittal envelope.
Vendor's name and return address should be printed on the submittal envelope.

FOR U.S. MAIL



KATY ISD PURCHASING DEPARTMENT
P.O. BOX 657
KATY, TX 77492-0657
RFP– Delinquent Tax Attorney Services & Tax Office Operations

FOR HAND DELIVERY/COURIER SERVICES



KATY ISD PURCHASING DEPARTMENT
5364 FRANZ ROAD
KATY, TX 77493
RFP – Delinquent Tax Attorney Services & Tax Office Operations

It is your responsibility to meet the submittal requirements. We recommend that you verify the label data with the title page; the latter prevails.