

**Garland Independent School District**  
**REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP)**

**FOR**

**DELINQUENT TAX COLLECTION, STATE AID APPEAL &  
TAXABLE VALUE AUDIT SERVICES- #253**



**RFP Submitted by**

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**Firm**

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**Title of Signatory**

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**Printed Name**

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**Signature**

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**Telephone#**

**Facsimile #**

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**E-mail Address**

## **Table of Contents**

SIGNATURE PAGE	1
DEFINITION OF TERMS	3
INSTRUCTIONS TO PROPSERS	3
CERTIFICATIONS	7
CONTRACT TERMS AND CONDITIONS	8
INSURANCE REQUIREMENTS	10
INTRODUCTION	11
SCOPE OF SERVICES	11
DESCRIPTION OF TAXING ENTITY	11
PROPOSAL SCHEDULE AND PROCESS	12
RESPONSE FORMAT/GUIDELINES	13

## **DEFINITION OF TERMS**

Throughout this RFCSP the following definitions should be understood;

“The District” or “Garland ISD” is defined throughout this document as The Garland Independent School District.

“RFCSP” or “Proposal” is a Request for Competitive Sealed Proposal, a document presented by the Garland Independent School District, to solicit an offer made by one party to another as a basis for negotiations prior to the creation of a contract.

The terms “proposer”, “firm” or “company” is defined as the person(s) or organization(s) which are submitting proposals in response to this RFCSP or to the person(s) or organizations(s) who have been awarded the contract to execute their proposals.

“Authorized Individual” is defined as the person granted rights to engage in legally binding transactions on behalf of the principal or firm.

“Principal” is the person or organization on whose behalf the authorized individual is empowered to act.

### **1. INSTRUCTIONS TO PROPOSERS:**

#### **1.1 Submission of Proposals:**

1.1.1. In an effort to maintain fairness in this process, all inquiries concerning this procurement are to be directed only to the Garland ISD Purchasing Department, in writing. Attempts to contact Garland ISD’s Board of Trustee members, Superintendent of Schools, Assistant Superintendents, Directors, or other employees, during this period beginning with the issuance of this document through approval of award are strictly prohibited unless authorized by the Purchasing Department. Any attempt by a Proposer or representative of the proposer to contact or influence a member or members of the aforementioned, will be grounds to disqualify a Proposer from award for items or services on this RFP.

#### **Proposal Contact**

Mark Booker Director of Purchasing  
e-mail: MABooker@garlandisd.net  
Fax: (972) 487-3097

1.1.2. All addenda will be issued via the district website at [www.garlandisd.net/Purchasing](http://www.garlandisd.net/Purchasing) (Current Bid List). All addenda, if required, will be posted on the aforementioned website by **November 12, 2007 at 3:00 P.M.** It is the firm's responsibility to check this website for addenda postings prior to submitting responses. Proposers finding errors, requests for additional information, omissions, or corrections that need to be made in this document specifications shall contact the Purchasing Department in writing before **November 8, 3:00 P.M.** Written request shall be submitted via fax to 972/487-3097 or email to [\*\*Mabooker@garlandisd.net\*\*](mailto:Mabooker@garlandisd.net). **Responses will not be provided for questions received after the deadline.**

1.1.3 PLEASE PROVIDE THE ORIGINAL AND THREE COPIES OF RFP RESPONSE. THE ORIGINAL SHALL BE MARKED "ORIGINAL" AND THE COPIES AS "COPY."

1.1.5. Hand-carried proposals or proposals submitted via carrier service are to be delivered to:

**Garland ISD Purchasing Department**  
501 S. Jupiter, Garland, Texas.

Proposals submitted via the U. S. Postal Service are to be mailed to:

**Garland ISD Purchasing Department**  
P. O. Box 469026, Garland, Texas 75046-9026

Clearly mark all proposal envelopes as instructed (#1.1.6. below). Allow sufficient transit time.

**\*\*Delivery of proposal envelope to other Departments within the GISD is not considered as delivery to the Purchasing Department. \*\***

1.1.6. Once completed and signed, return your proposal to the Garland ISD Purchasing Department (as instructed above). Mark the package in the lower left hand corner as follows:

**RFP: #253 Delinquent Tax Collection, State Aid Appeal & Taxable Value Audit Services**

DUE: **November 15, 2007, 2:30 P.M.** Local Time

- 1.1.7. Proposals received at the GISD Purchasing Office after the time and date specified above will not be considered and will be filed unopened.
- 1.1.8. Oral or telegraphic bids transmitted via the District's facsimile machine are not acceptable.
- 1.1.9. Proposals must be submitted to the District in a sealed package. **DO NOT FAX YOUR PROPOSAL!**
- 1.1.10. All pages of this Request For Offer shall be returned. It is the proposer's responsibility to ensure the number of pages received is the same number listed on the front of this document. Firm shall contact the Purchasing Department if discrepancies exist.
- 1.1.11. Proposal must be signed by an authorized individual to contractually bind their firm when submitting the proposal. Failure to sign the proposal will be considered as a "mistake in proposal", and the proposal will be rejected as "non-responsive".
- 1.1.12. All prices must be typed or written in ink. Proposals written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the proposal.
- 1.1.13. No proposal may be withdrawn prior to opening of proposals without written request (addressed to the Garland ISD Director of Purchasing) by an authorized agent of the proposing firm and upon written approval by the District. Proposals become the property of Garland ISD upon receipt.
- 1.1.14. Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Tex. Govt. Code Ch. 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. The proposer must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a proposal that the proposer claims is confidential or proprietary. .

All proposals and parts of proposals that are not marked as confidential or proprietary will be considered public information after the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked.

In the event that the District receives a request for disclosure of material marked “confidential” or “proprietary”, the District may request an opinion from the Texas Attorney General concerning whether such material must be disclosed.

Copyrighted proposals are unacceptable and will be disqualified as non-responsive.

1.1.15. Any and all terms, conditions, and other considerations proposed by the proposer must be listed in proposal response.

1.1.16. The firm shall be responsible for any cost incurred in the preparation of proposals and participation in the evaluation process. There is no expressed or implied obligation by Garland ISD to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by Garland ISD, or for participating in any selection demonstration/interviews, including discovery (pre-contract negotiations) and contract negotiations.

## 1.2. Award/Evaluation of Proposals

1.2.1. The Garland Independent School District Board of Trustees reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities and award the proposal deemed to be most advantageous to the Garland Independent School District.

1.2.2. The District reserves the right to award to a single firm, multiple firms, or in any combination.

1.2.3. It is not the policy of the Garland Independent School District to award contracts based solely on ‘low bid’. \*The following criteria are used by the Garland ISD to evaluate the overall ‘best value’:

1. The purchase price;
2. The reputation of the firm and of the firm’s goods or services;
3. The quality of the firm’s goods or services

4. The extent to which the goods or services meet the district's needs;
5. The firm's past relationship with the district;
6. The impact on the ability of the district to comply with the laws and rules relating to historically under-utilized businesses;
7. The total long-term cost to the district to acquire the firm's goods and services; &
8. Any other relevant factor specifically listed in this Request For Proposal.

\*Per Texas Education Code, Subchapter B, Sec. 44.031(b)

1.2.4. Proposal results will be presented to the GISD Board of Trustees for consideration at the earliest opportunity following the official proposal opening date.

1.2.5. Upon notification of potential selections for award, the person or entity submitting this proposal must give notice to the district if the person or an 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 this conviction of a felony (this requirement does not apply to a publicly held corporation).

1.2.6. All response material will be evaluated to determine the best qualified response. Firms experience in the Texas public education market, qualifications of assigned personnel, membership in professional organizations, and interaction with district staff during negotiations are additional factors that will be evaluated.

## **2. CERTIFICATIONS**

2.1 By signing this Request For Proposal, the undersigned proposer affirms that its company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this proposal.

2.2 The person whose signature appears on the cover page of this Request For Proposal hereby certifies (by signing this document) that the individual and/or firm on whose behalf this proposal is submitted is

**not** listed on the Federal Government’s “List of Parties Excluded from Federal Procurement and Non-procurement Programs” published by the U. S. General Services Administration (GSA) effective as of the date of opening of this proposal.

- 2.3 By submitting a proposal in response to this RFP, all proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with this procurement.
- 2.4 By submitting a response to this request, proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code, Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information. A list of local government Officers may be obtained at [www.garlandisd.net/departments/purchasing/conflict\\_of\\_interest.asp](http://www.garlandisd.net/departments/purchasing/conflict_of_interest.asp). Failure to comply with this provision may result in the proposal being considered non-responsive.

### **3. CONTRACT TERMS AND CONDITIONS**

- 3.1 Length of this contract shall be for a maximum period of one (1) year from the date of the contract agreement, with the option to renew annually for four (4) years.
- 3.2 The contract document will serve as the award instrument for this Request For Proposal. The actual contract form will be posted with addenda number 1.
- 3.3 This Request For Proposal and any resulting award(s) shall be interpreted within the laws of the State of Texas. Venue for any legal action filed relative to this Request For Proposal or any resulting contract shall be in Dallas County Texas.
- 3.4 In the event that any one or more of the provisions contained in this Request For Proposal (or resulting contract) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this Request For Proposal (or any resulting contract) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.
- 3.5 The Garland Independent School District reserves the right to cancel any contract resulting from this Request For Proposal at any time,



for any reason (or for no reason) with a thirty (30) day written notice to the firm(s). Firm may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the proposer's address appearing on the face of the Request For Proposal (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to services performed and accepted by the District.

- 3.6 It is understood that in the performance of any services herein provided, for Contractor shall be, and is, an independent contractor, and is not an agent or employee of the District and shall furnish such services in its own manner and method, except as required by this contract. Further, Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend, and save the District harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 3.7 Any assignment by Firm of this contract or any part thereof without written consent of Garland ISD shall be void.
- 3.8 Proposer agrees to indemnify and save harmless Garland ISD and all its officers, agents, employees acting in their individual and official capacity, and all entities, their officers, agents, and employees who are participating in this contract effort, from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligence act or fault of the Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under any contract which may result from award. Proposer shall pay any judgments with cost, which may be obtained against Garland ISD.

#### 4. INSURANCE REQUIREMENTS

- 4.1 The Firm shall purchase and maintain, in a company or companies licensed to do business in the State of Texas, such insurance as will protect the Firm and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The firm shall file with the Director of Purchasing, before work is begun, certificates of such insurance which shall be subject to approval by the District as to the company providing insurance and the manner and adequacy of insurance protection. The Firm shall, during the performance of this Agreement, keep in force the following insurance:
  - a. Professional Liability , \$1, 000,000 each occurrence, \$2,000,000 aggregate
- 4.2 All such policies of insurance shall contain a provision that they shall not be cancelled or altered nor the amount of coverage reduced until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the District.
- 4.3 Such policies of insurance shall be written by companies authorized by the Texas Department of Insurance to conduct business in the state and shall be satisfactory to the District. Firm shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by the District.
- 4.4 The Certificate of Insurance must be presented prior to start of service. The policy must reflect Garland I.S.D. as "additional insured" or "co-insured". The amount of deductibles and self-insurance retention must be shown on Certificate of Insurance.

## **INTRODUCTION**

1. GARLAND INDEPENDENT SCHOOL DISTRICT (GISD or the District) desires to retain a professional law firm that can maximize its tax collection efforts for all tax years. The District is seeking sealed proposals from qualified professional law firms that have extensive experience in property tax collections, preparing state aid appeal of comptroller's assigned values, performing a taxable value audit and adequate personnel and data processing capacity to process and collect the District's delinquent taxes as quickly as possible.

## **SCOPE OF SERVICES**

Tax collection attorneys will be responsible for providing the following duties and services:

1. Preparing delinquent tax reports and updates based on data provided by the District.
2. Preparing and sending such notices to delinquent taxpayers as may be required by law or as may be advisable for the purpose of expediting collections.
3. Bringing lawsuits against delinquent taxpayers to foreclose tax liens and otherwise facilitate collection of delinquent taxes.
4. Advising the School District on legal issues that arise in the process of delinquent tax collection.
5. Preparing state aid appeal of comptroller's assigned values
6. Act as an agent for the district in performing a taxable value audit
7. Providing additional services as the Tax Assessor/Collector or the tax collection attorneys with the Tax Assessor/Collector's approval may deem advisable to expedite and enhance the collection of delinquent taxes.

## **DESCRIPTION OF TAXING ENTITY**

GARLAND INDEPENDENT SCHOOL DISTRICT is a public school district located in northern Dallas County, Texas, that currently enrolls approximately 57,000 students and employs over 7,000 employees. GISD's tax roll reflected a tax base last year of over \$13.3 billion, and 98,000 parcels

## PROPOSAL SCHEDULE AND PROCESS

- ✚ November 8, 2007- Last day to submit written request for information
- ✚ November 12, 2007- Addenda posted on website
- ✚ November 15, 2007- RFP's Due in Purchasing
- ✚ November 15-23, 2007- Evaluation of Proposals

The District and proposers enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with proposers who are deemed to be within the final competitive range; however, GISD reserves the right to award a contract without discussions/negotiations.

The competitive range will be determined by GISD's Assistant Superintendent of Business, Director of Purchasing, and the Director of Tax Services and will include only those proposals deemed most qualified and have a reasonable chance of being awarded a contract.

- ✚ November 27, 2007- Presentations by selected firms

During this phase, selected firms will be provided an opportunity to provide a brief presentation and respond to questions from district staff. Personnel identified to work on this engagement should be present at the presentation.

- ✚ November 28-30, 2007- Negotiations

If discussions/negotiations are conducted, proposers will be required to submit a best and final proposal. The best and final proposal may be required as early as 24 hours after completion of negotiations/discussions.

- ✚ December 6, 2007- Board Approval

The District will make its selection based on an evaluation of all of the information provided. Completeness of information sought will be an important factor in the evaluation process.

## **Response Format/Guidelines:**

Each proposal must include the information stated below in the order listed. GISD will evaluate the clarity of each response and the adherence to the following format.

### 1. Executive Summary

- a. Describe your organization's background and experience in delinquent tax collections
- b. Describe your organization's background and experience in state aid appeals for school districts within Dallas County
- c. Describe your organization's background and experience in performing taxable value audits for school districts within Dallas County.
- d. List local, Dallas Ft. Worth area, office(s) and resources
- e. Explain your organization's plan for conferring on a regular basis with the Garland ISD Director of Tax Services
- f. Overview of proposed services

### 2. Describe the delinquent tax collection services your firm can provide

- a. Proposed work plan
- b. Taxpayer communications program
- c. Explain your firm's research capabilities and taxpayer location program
- d. Bankruptcy collection program
- e. Taxpayer assistance
- f. Describe the following processes:

Delinquent tax suits – process and pre-suit process

Tax sales – process

Tax seizures – process and sample pleadings

### 3. List any pending lawsuits against your firm and state the nature of the suit.

### 4. Describe your firm's personnel expertise in ad valorem tax matters:

- a. Specify the number of full-time attorneys employed by your firm

- b. Specify the number of full-time employees for your firm (excluding attorneys)
  - c. Identify the personnel who would handle collections for the District
  - d. Provide biographies and curriculum vitas of key management employees and attorneys
5. Explain your firm's collection technology capabilities
  - a. Describe the computer hardware and software used to collect delinquent taxes
  - b. Describe how your software will interact with the District's computer system, Governmental Data Services.
  - c. Identify the law firm's technical personnel and technical support available to the District
  - d. Supply net collection statistics (after adjustments) for four clients your firm has represented in the Dallas/Ft Worth area for the following time periods: 7/01/04 – 6/30/05, 7/01/05 – 6/30/06 and 7/01/06 – 6/30/07. In calculating tax collection ratios, comparison should be made between base tax turned over to the firm and base tax collected. Do not include penalty, interest or attorney fees collected in these calculations.
6. Disclosure Statement
  - a. Disclose any contact, regarding this procurement process, with any School Board member or district employee on or after the date this RFP was issued (October 18, 2007).
7. References
  - a. Provide at least four references for clients to whom the law firm provides delinquent tax collection services, similar to GISD. These references should include the name of the contact person, address and telephone number.
  - b. Provide a list of all delinquent tax collection clients gained and lost in the past 24 months. This list should include the name of the entity, the name of the contact person, address and telephone number.
8. Provide a statement accepting all terms and conditions within the RFP document to include acceptance of the contract form or detail all exceptions/deviations and the rationale for the deviation.

9. Provide the consideration, fee schedule proposed, for the services identified in the proposal. Fees proposed shall cover all cost associated with this engagement and identified into three distinct areas:

9.1 Fees associated with delinquent tax collections

9.2 Fees associated with preparing state aid appeal of comptroller's assigned values

A) State the applicable fee for preparing state aid appeal if awarded delinquent tax collections

B) State the applicable fee for preparing state aid appeal if not awarded delinquent tax collections

9.3 Fees associated with performing taxable value audits

A) State the applicable fee for performing taxable value audits if awarded delinquent tax collections

B) State the applicable fee for preparing taxable value audits if not awarded delinquent tax collections

10. Any other information you believe will assist GISD in evaluating your proposal.