

Date: 10/13/08

**Keller Independent School District  
REQUEST FOR PROPOSALS (RFP)  
RFP Number: 0811-28  
RFP Title: Legal Services  
Due Date: November 24, 2008  
Prior to: 2pm**

Sealed Request for Proposals (RFP) will be received in accordance with the attached specifications. The sealed envelope containing your RFP should be plainly marked with the RFP title, number, and opening date and time. RFPs are publicly opened. You are invited to attend. **PLEASE NOTE: Late RFPs WILL NOT be accepted.**

Mail or deliver complete Request for Proposals package to:  
Keller Independent School District  
Purchasing Department  
350 Keller Parkway  
Keller, Texas 76248

For additional information, please contact the person listed below. All questions must be submitted in writing (email preferred) and received on or before seven (7) calendar days prior to the opening date. **No verbal responses will be provided.** Please note that RFP results are **NOT** available by telephone or on our website.

Lori Tudor  
Email: [lori.tudor@kellerisd.net](mailto:lori.tudor@kellerisd.net)

**COMPANY/INDIVIDUAL IDENTIFICATION: (Please print information clearly.)**

Firm Name: _____	Date: _____
Address: _____	
Phone: _____	Fax: _____
City/St/Zip: _____	
Email: _____	
<b>You MUST sign the RFP Response Form on page 4 in order for your RFP to be accepted.</b>	

Proposals may be submitted on any or all items unless stated otherwise. The District reserves the right to reject any/all proposals and to accept any proposal deemed most advantageous to the Keller Independent School District and to waive any formalities in bidding.

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## SECTION I

### REQUEST FOR PROPOSALS RESPONSE CHECKLIST

To be considered a responsive Request for Proposals, all pages requiring signature (including but not limited to Forms A, B, C, D, E, F, G), the Cover Page, and Sections VI and VII, plus any/all attachments, must be completed with all requested information, **SIGNED** and **RETURNED** sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the Request for Proposals date and time.

Please verify that the documents listed below have been completed, signed, and included in your Request for Proposals prior to submittal. **Failure to return these documents may cause your Request for Proposals to be rejected.**

- Completed – Cover Page (page 1)
- Completed – Request for Proposals Response Form – Form A
- Completed – Deviation/Compliance – Form B
- Completed – Non-Collusion Statement – Form C
- Completed – Criminal Background Check and Felony Conviction Notification – Form D
- Completed – Nonresident Vendor’s Certification – Form E
- Completed – Debarment or Suspension Certification – Form F
- Completed – References – Form G
- Section VI – Special Terms & Conditions
- Completed – Section VII – RFP Professional Fees

FORM A

**REQUEST FOR PROPOSALS RESPONSE FORM**

The undersigned, in submitting this Request for Proposals and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Request for Proposals; and that he/she has read this entire Request for Proposals package (Sections I through VII), is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in *all* sections of this Request for Proposals.

**MUST BE SIGNED IN INK TO BE CONSIDERED RESPONSIVE**

SUBMITTED BY:

Firm: \_\_\_\_\_  
(OFFICIAL Firm Name)

By: \_\_\_\_\_  
(Original Signature)

Name: \_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_ (Date) \_\_\_\_\_  
(Type or Printed Title)

Address: \_\_\_\_\_

City/ST/Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

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

Taxpayer Identification #: \_\_\_\_\_

**NOTE: Submit copy of Vendor's current W-9 Form**

Prompt Payment Discount: \_\_\_\_\_ % Days \_\_\_\_\_

I hereby acknowledge receipt of the following addenda which have been issued and incorporated into the Request for Proposals Document. *(Please initial in ink beside each addenda received.)*

- Addendum No. 1 \_\_\_\_\_
- Addendum No. 3 \_\_\_\_\_
- Addendum No. 2 \_\_\_\_\_
- Addendum No. 4 \_\_\_\_\_

FORM B

**DEVIATION/COMPLIANCE SIGNATURE FORM**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/St/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

If the undersigned Company or Individual intends to deviate from the Terms and Conditions or Item Specifications listed in this Request for Proposals document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its Request for Proposals award decisions, and the District reserves the right to accept or reject any Request for Proposals based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Vendor assures the District of his/her full compliance with the Terms and Conditions, Item Specifications, and all other information contained in this Request for Proposals document.

- No Deviation
- Yes Deviations

\_\_\_\_\_  
*Signature of Vendor*

\_\_\_\_\_  
*Date Signed*

If yes is checked, please list below. Attach additional sheet(s) if needed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NON-COLLUSION STATEMENT**

“The undersigned affirms that he/she is duly authorized to execute this Request for Proposals, that this company, corporation, firm, partnership or individual has not prepared this Request for Proposals in collusion with any other company or individual, and that the contents of this Request for Proposals as to prices, terms or conditions of said Request for Proposals have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Request for Proposals.”

---

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/St/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Vendor  
Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Signature of Company Official  
Authorizing Request for Proposals: \_\_\_\_\_

Name of Company Official: *(Please type/print)* \_\_\_\_\_

Official Position: \_\_\_\_\_ Date Signed: \_\_\_\_\_

---

Firm hereby assigns to purchaser any and all claims for overcharges associated with this Request for Proposals which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

**CRIMINAL BACKGROUND CHECK AND  
FELONY CONVICTION NOTIFICATION**

**(a) CRIMINAL BACKGROUND CHECK**

Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Proposer certifies to the Keller ISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from Keller ISD's property or other location where students are regularly present. Keller ISD shall be the final decider of what constitutes a "location where students are regularly present." Proposer's violation of this section shall constitute a substantial failure.

If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

**(b) 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.

**THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.**

I, the undersigned agent for the firm named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section.

Firm's Name: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_  
*(please print clearly or type)*

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

***NOTE: Name and signature of company official should be the same as on the affidavit (Form C)***

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Keller ISD pursuant to this RFP on any and all Keller ISD campuses or facilities. Vendor will not assign individuals to provide services at a Keller ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Keller ISD Purchasing Department.



FORM E

**NONRESIDENT CERTIFICATION**

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b)

The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that \_\_\_\_\_ is a **Resident Bidder of Texas** as defined in HB 620.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_



I certify that \_\_\_\_\_ is a **Nonresident Bidder of Texas** as defined in HB 620 and our principal place of business is:

City and State: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

FORM F

**DEBARMENT OR SUSPENSION CERTIFICATION FORM**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this vendor:

- (1) Certifies 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.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/St/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_  
*(Typed or printed)*

Title of Authorized Representative: \_\_\_\_\_  
*(Typed or printed)*

Signature of Authorized Company Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_

FORM G

**REFERENCES**

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_  
Description of project or work completed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_  
Description of project or work completed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_  
Description of project or work completed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SECTION II – RFP INSTRUCTIONS

1. To be considered a responsive Request for Proposals, all pages requiring signature (including but not limited to Forms A, B, C, D, E, F, G), the Cover Page, and Sections VI and VII, plus any/all attachments, must be completed with all requested information, **signed** and returned **sealed** in an envelope or other appropriate package adequate to conceal and contain the contents prior to the Request for Proposals date and time. Each Request for Proposal shall be placed in a separate envelope and properly identified with the Request for Proposals Number, Request for Proposals Title, Name of Company submitting Request for Proposals, and the established time and date to be opened.
2. The Vendor is strongly encouraged to read the entire Request for Proposals document prior to submitting response. Failure to provide the information requested in its entirety may be grounds for disqualification of Request for Proposals.
3. If any exceptions are taken to any portion of this Request for Proposals, the Vendor must clearly indicate the exception taken and include a full explanation on the Deviation/ Compliance Form or as a separate attachment to the Request for Proposals. The failure to identify exceptions or proposed changes will constitute acceptance by the Supplier of the Request for Proposals as proposed by the District. The District reserves the right to reject a Request for Proposals containing exceptions, additions, qualifications, or conditions.
4. The Proposal response **must be signed** by an individual authorized to contractually bind the company submitting the Request for Proposals. A failure to sign the Proposal will cause it to be rejected as nonresponsive. Proposals must give full firm name and address of Vendor. Person signing the Proposal should show title or authority to bind his/her firm in a contract.
5. Proposals must be received in the Purchasing Department office **prior to** the hour and date specified in this document. **LATE PROPOSALS WILL NOT BE ACCEPTED.** No oral, telegraphic, telephonic, electronic mail, or facsimile transmitted proposals will be considered. The clock located in the Keller ISD Purchasing Department is considered the official time for receiving and opening proposals.
6. Sealed proposals shall be mailed or otherwise delivered to the following address:

Keller Independent School District  
Purchasing Department  
350 Keller Parkway  
Keller, Texas 76248
7. All questions regarding this invitation **must be submitted in writing** (email preferred) to the buyer identified on the first page of this document. Requests for information/ interpretation must be received on or before seven (7) calendar days prior to the opening date. Only questions answered by formal written addenda will be binding.
8. Addenda will be posted to the Keller ISD web page. You may obtain the addenda from our internet/web site address at [www.kellerisd.net](http://www.kellerisd.net) by choosing “Departments,” then “Purchasing,” then “Current Bids.” It is the responsibility of each Vendor to obtain all addenda that pertains to this Request for Proposals. **Proposers who fail to check the website and submit a Request for Proposals without acknowledging receipt of all**

**addenda issued may be deemed to have submitted a Request for Proposals not responsive to this solicitation.** Failure to receive such addenda does not relieve Vendor from any obligation under the Request for Proposals submitted. All formal written addenda become a part of the Request for Proposals documents. Proposers shall acknowledge receipt of all addenda in the Request for Proposals Response Form.

9. Proposals must remain open for acceptance for a period of **sixty (60) days** subsequent to the opening of proposals, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.
10. The successful proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the Keller ISD.
11. All Proposers must execute the forms enclosed (or otherwise requested herein) for the Request for Proposals to be considered responsive. The name of the company representative on these forms should be the same. All supplemental information required by the Request for Proposals Form must be included with the Request for Proposals. Failure to provide complete and accurate information may disqualify the Vendor.
12. On May 25, 2007, the Texas Senate passed House Bill No. 1491, providing clarification to Chapter 176 of the Texas Local Government Code, which imposes new disclosure and reporting obligations on vendors and potential vendors to local government entities beginning on January 1, 2006. Failure to abide by these statutory requirements can result in possible criminal penalties. Vendors that do business with a school district are required to file a questionnaire to identify any potential conflicts of interest. The CONFLICT OF INTEREST QUESTIONNAIRE can be downloaded from the Texas Ethics Commission web address at <http://www.ethics.state.tx.us/forms/CIQ.pdf>

**Note: The Keller Independent School District will not provide any further interpretation or information regarding these new requirements under House Bill No. 1491.**

13. It is the policy of the Keller Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.
14. In order to ensure the integrity of the selection process, Vendor's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Vendor's response, directly or indirectly, through any contact with school board members or other district officials from the date this Request for Proposals is released until the award.
15. This Request for Proposals is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of Keller Independent School District, is at any time while the Request for Proposals is in effect, an employee of any other party to the Request for Proposals in any capacity or a consultant to any other party of the Request for Proposals with respect to the subject matter of the Request for Proposals.
16. Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on

any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Ch. 171.

17. Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:
  - A. Any offense against a child
  - B. Any sex offense
  - C. Any crimes against persons involving weapons or violence
  - D. Any felony offense involving controlled substances
  - E. Any felony offense against property
  - F. Any other offense the District believes might compromise the safety of students, staff, or property
  
18. All contractors, subcontractors and their employees must submit to the Keller ISD proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful bidder before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on The Texas Department of Public Safety's website, [www.txdps.state.tx.us](http://www.txdps.state.tx.us) by clicking open Crime Records and reading School District Guide to Senate Bill 9. The cost for each criminal records check is approximately \$100.00.
  
19. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. Use of any tobacco products is not permitted on school property.
  
20. Vendors who perform work inside the Keller ISD facilities are hereby notified that our buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both KISD's responsibilities and the Employer's responsibility to their employees. As a Vendor it is your responsibility to check each building prior to performing any work in that facility. These building materials may include but are not limited to: ceiling tile, floor tile and mastic, sheetrock, tape and bed compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestos containing products manufactured over the years, you must check each building's Asbestos Management Plan. This plan is normally kept in the main office. Check with the school secretary and she will allow you to look at it. It is the vendor's responsibility to notify all employees working for them that Keller ISD facilities may contain asbestos and where their employees may find the facility's Asbestos Management Plan. Again, it is the Vendor's responsibility to check the Asbestos Management Plan for each facility prior to working in the facility and then to notify their employees performing the actual work.
  
21. The District reserves the right to acquire reasonable amount of additional goods or services, as listed on this Request for Proposals, subject to verification of the same or lower prices and conditions on Request for Proposals.

## **SECTION III – REQUEST FOR PROPOSALS REQUIREMENTS AND CONDITIONS**

In submitting a Request for Proposals, Vendor understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this Request for Proposals between the vendor and the Keller Independent School District. By submitting a Request for Proposals, each Vendor agrees to waive any claim it has or may have against the Keller Independent School District arising out of or in connection with the administration, evaluation, or recommendation of any Request for Proposal; waiver of any requirements under the Request for Proposals Documents; acceptance or rejection of any Proposals; and award of Contracts, if any.

### **1. WITHDRAWING REQUEST FOR PROPOSALS**

Request for Proposals deposited with the Keller Independent School District (hereinafter called “KISD” or "District") can be withdrawn, upon written request, prior to the time set for opening proposals. A Request for Proposal may not be withdrawn after the proposals have been opened, and the Vendor, by submitting a Request for Proposal, warrants and guarantees that the Request for Proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Proposals cannot be altered or amended after opening time. Any alterations made before opening time **must** be initialed by Vendor or his/her authorized agent.

### **2. CONSIDERATION OF REQUEST FOR PROPOSALS**

**Request for Proposals must be signed, sealed and delivered to the Keller Independent School District Purchasing Department office PRIOR TO the Request for Proposals due date and time. Unsigned, unsealed or late proposals will not be considered.** After proposals are opened and publicly read aloud, the proposals will be tabulated for comparison on the basis of the Request for Proposals prices and quantities shown in the Request for Proposals. The Keller Independent School District Board of Trustees reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise for new proposals, or proceed to do the work otherwise in the best interests of the District.

Cash discounts with terms less than thirty (30) days will not be considered in the awarding of Proposals and will be tabulated as “net.”

Request for Proposals received after the date and time specified **will not** be considered. The Purchasing Department will notify those firms submitting late proposals and will hold documents for pick-up for five (5) business days following late Request for Proposals notification. **All late proposals which are not picked up by the Vendor within five business days will be discarded.**

### **3. AWARD CRITERIA (See Section V – Request for Proposals Evaluation Criteria)**

The District reserves the right to award this Request for Proposals to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the Vendor chooses to propose “all or none” or is not agreeable to multiple or split awards, it must be noted on the Deviation/Compliance Form and included with the Request for Proposals.

Regardless of the award of Request for Proposals hereunder, the District retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the District's best interest.

#### **4. IRREGULAR PROPOSALS**

Proposals will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate proposals, failure to return all forms and copies, or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District.

#### **5. REJECTION OF REQUEST FOR PROPOSALS**

The District reserves the right to reject any or all proposals, and all proposals submitted are subject to this reservation. Proposals may be rejected, among other reasons, for any of the following specific reasons:

- A. Request for Proposals received after the time limit for receiving proposals as stated in the advertisement.
- B. Request for Proposals containing any irregularities.
- C. Unbalanced value of any items.
- D. Improper or insufficient Request for Proposals guaranty, if required.
- E. Where the Vendor, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.

#### **6. DISQUALIFICATION OF VENDOR**

Proposer may be disqualified and their Request for Proposal not considered, among other reasons, for any of the following specific reasons:

- A. Reason for believing collusion exists among the Proposers.
- B. Reasonable grounds for believing that any Vendor is interested in more than one Request for Proposal for the work contemplated.
- C. Where the Vendor, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.
- D. The Vendor being in arrears on any existing Contract/Purchase Order or having defaulted on a previous Purchase Order.
- E. Lack of competency as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
- F. Uncompleted work that in the judgment of the District will prevent or hinder the prompt completion of additional work if awarded.
- G. Where the Vendor has failed to perform in a satisfactory manner on a previous Purchase Order/Contract.

#### **7. CONFIDENTIAL OR PROPRIETARY MARKINGS**

Any portion of the Request for Proposal that Vendor considers confidential or proprietary information, or to contain trade secrets of Vendor, must be marked accordingly. This marking



must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

## **8. NEW MATERIALS**

Unless otherwise stated in the specifications, all supplies and components to be provided under this Request for Proposals shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this Request for Proposals the Vendor believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

## **9. INTER-LOCAL AGREEMENT CLAUSE**

Keller ISD is a member of various purchasing cooperatives. If these governmental entities decide to participate in this award it is assumed that you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply. Governmental entities utilizing Internal Governmental contracts with Keller ISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Keller ISD will be billed directly to that governmental entity and paid by that governmental entity. Keller ISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed.

## **10. ADD-ON VENDOR CLAUSE**

Keller Independent School District reserves the right to add vendors at any time during the contract term on an "as needed" basis. This will not have any effect on the contract with existing vendors.

## **SECTION IV – GENERAL TERMS AND CONDITIONS**

### **1. TERMS OF PAYMENT**

Terms of payment to the successful Vendor will be contingent upon the terms offered based on invoices submitted to and approved by the District for payment. Invoices shall be fully documented in accordance with the specifications and contain individual pricing for each item. **NO PAYMENTS SHALL BE MADE ON INVOICES NOT LISTING A KELLER ISD PURCHASE ORDER NUMBER.**

Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit prices as awarded.

The original invoice should be mailed to:

Keller Independent School District  
ATTN: Accounts Payable  
350 Keller Parkway  
Keller, Texas 76248

### **2. TAX EXEMPT STATUS**

The Keller Independent School District is exempt from Federal Excise Tax. **DO NOT INCLUDE TAX IN REQUEST FOR PROPOSALS PRICES.** Excise Tax Exemption Certificate will be furnished upon request

### **3. RIGHTS TO INSPECT AND AUDIT**

The Vendor (and Vendor's suppliers, vendors, sub-contractors, insurance agents, and other agents) shall maintain and the District shall have the right to examine records, documents, books, accounting procedures and practices and any other supporting evidence deemed necessary by the District to substantiate compliance with the terms of this agreement. Such right of examination shall include reasonable access to and cooperation by all Vendors personnel who have worked on or have knowledge related to the performance of this Request for Proposals. Proprietary/Trade Secret information pertaining to this Request for Proposals may not be withheld from the District or its Authorized Representative.

### **4. VENDOR RESPONSIBILITIES**

The Vendor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this Request for Proposals. Neither acceptance of such Work by the District, nor payment therefore, shall relieve the Vendor of this responsibility. If and when applicable, the Vendor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.

### **5. ASSIGNMENT**

The successful Vendor may not assign its rights and duties under an award without the written consent of the Keller Independent School District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

## **6. TERMINATION OF WORK FOR DISTRICT CONVENIENCE**

Whenever Keller ISD, in its discretion, deems it to be in the District's best interests, it may terminate any resulting award for the District's convenience. Such termination shall be effective thirty (30) days after Keller ISD delivers written notice of such termination for convenience to the Vendor. Upon receipt of such notice from the District, Vendor shall not thereafter incur, and Keller ISD shall have no liability for, any costs under this Request for Proposals that are not necessary for actual performance of the Request for Proposals between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, Keller ISD shall have no liability to Vendor for lost or anticipated profit resulting there from.

The Keller ISD can terminate any resulting award for this Request for Proposal with thirty (30) calendar days notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided, however, this provision shall not be construed so as to permit the Keller ISD to terminate this Request for Proposal in order to enter other Contracts or make other arrangements for essentially the same services made the subject of this Request for Proposal. **Multi-term agreements are subject to review and ratification at the end of each school year during the term.**

## **7. DEFAULT AND REMEDIES**

The Vendor shall be considered in default of this Request for Proposal, and such default shall be grounds for the District to terminate any resulting award for this Request for Proposal and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under this Request for Proposal and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this Request for Proposal under this Item 7 be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience under Item 6 of Section IV - General Terms and Conditions.

## **8. GRATUITIES**

The District may, by written notice to the Vendor, cancel this Request for Proposal without liability to Vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any Board Member, officer, or employee of the Keller Independent School District with a view toward securing a Request for Proposal or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement.

## **9. JURISDICTION**

The Purchase Order(s) resulting from this Request for Proposal shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Tarrant County, Texas.

## **10. NOTICE OF DELAYS**

Whenever the Vendor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Vendor shall immediately give notice in writing to the District, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the District of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

## **11. FORCE MAJEURE**

Neither Vendor nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this Request for Proposal is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this Request for Proposal, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this Request for Proposal.

## **12. DELIVERIES OF GOODS**

- A. A specific delivery date may be required to be a part of each Request for Proposal. The District considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the District at the specified delivery location.
- B. All items covered by this Request for Proposal shall be delivered F.O.B Destination Keller ISD, from point of assembly to the District location(s) specified on each purchase order. **REQUEST FOR PROPOSALS PRICING SHALL INCLUDE ALL FREIGHT/DELIVERY CHARGES.** The District shall not be liable for any deliveries of merchandise unless same has been received at the specified delivery location within the Keller Independent School District, inspected and accepted as in full compliance with the Specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Vendor until after the District completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Vendor.
- C. Deliveries will be made only upon authorization of the Keller Independent School District, and shall be made if, as, and when required and ordered by the

District, at such intervals as directed by the District. It is important that each supplier understand the following information:

- All purchases made by the District will be made via KISD purchase order.
  - Do not provide goods/services absent a bona fide, signed purchase order.
  - Do not provide goods/services exceeding the quantities contained on the purchase order.
  - The District will only pay invoices which match the purchase order description, quantity, and price.
- D. Deliveries shall be to the location identified in each Purchase Order. Each proof of delivery shall list the KISD purchase order number, exact quantity delivered, back orders (if any) and number of pallets.
- E. Vendor warrants that all deliveries made under the Purchase Order will be of the type and quality specified; and the District may reject and/or refuse any delivery that falls below the quality specified in the Specifications. The District shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.
- F. Failure by the Vendor to make reasonable delivery as and when requested shall entitle the District to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the Request for Proposals price.
- G. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any liens.
- H. Acceptance by the District of any delivery shall not relieve the Vendor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

### **13. PERFORMANCE OF SERVICES**

- A. Performance will be made only upon authorization of the District, in the form of a bon-a-fide, signed Purchase Order and shall thereafter be made if, as, and when required and ordered by the District.
- B. Performance shall be at the location identified in each order.
- C. The scope of this Request for Proposal and requirements of the District as shown in the specifications shall not be considered as binding on the District, and the work actually may be less than or greater than projected.
- D. Vendor warrants that all work will be of the type and quality specified, and the District may reject and/or refuse work that falls below the quality required in the specifications.

- E. Failure by the Vendor to make reasonable progress as and when requested shall entitle the District to seek work from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the Request for Proposals price.
- F. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any materialman's, supplier's, or other type liens.
- G. All work performed, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type Request for Proposals.
- H. If deemed necessary, inspections will be made by authorized district personnel on a routine basis. Any deficiencies in the work performance disclosed during such inspections must be corrected following receipt of notification by the Vendor. Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award.
- I. Failure of Vendor to fully comply with the terms and provisions of this Request for Proposals shall constitute grounds for declaring the Vendor in default.
- J. Acceptance by the District of any delivery shall not relieve the Vendor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

#### **14. WARRANTY INFORMATION**

- A. Warranty – Product: Manufacturers' standard warranty for parts and labor must be included in the prices proposed and must meet or exceed any additional warranty requirements specified herein. All manufacturers' warranties shall be enforced to benefit the District, and replacement of defective materials shall be made promptly upon request.
- B. Warranty – Price: The price to be paid by the District shall be that contained in Seller's Request for Proposals which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this Request for Proposals for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others. Or in the alternative, the District may cancel the Purchase Order(s) without liability to seller for breach of Seller's actual expense.
- C. Warranty – Safety: Seller warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense.

**15. INDEMNIFICATION AND HOLD HARMLESS**

The vendor shall defend, indemnify, and hold harmless the Keller Independent School District, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, sub-contractor, or supplier of vendor in the execution or performance of this Request for Proposal.

**16. PRICE INCREASES**

If this document includes the option to extend for additional year(s), price increases for each additional year will be negotiated not to exceed the CPI in the Dallas/Fort Worth area at the time of renewal. Price negotiations may be negotiated to prices below the current pricing. Negotiations for price changes, when required, will be completed forty-five (45) days before date of renewal.

**17. INTER-LOCAL AGREEMENTS**

Keller Independent School District reserves the right to purchase the goods and/or services in this Request for Proposal through an inter-local agreement, if it is deemed that the inter-local agreement is more advantageous to the District.

## **SECTION V – REQUEST FOR PROPOSALS EVALUATION CRITERIA**

The selection process shall conform to Government Code Chapter 2254, Professional and Consulting Services. The following considerations shall be taken into account to determine the selection:

1. The District will select the most highly qualified provider of this services on the basis of:
  - a. demonstrated competence and experience
  - b. qualifications to perform the services:
    - education
    - certification, licenses, etc.
  - c. fair and reasonable price
    - consistent with and not higher than reasonable fees expected for services in the content area in this geographical area
    - consistent with and not higher than recommended practices and fees published by any applicable professional association
    - may not exceed any maximum provided by law



## SECTION VI – SPECIAL TERMS & CONDITIONS/RFP SPECIFICATIONS

1. Keller ISD is seeking to qualify firms to provide legal services in the areas listed and described below. The areas are:

- A. Delinquent Tax Collection**
- B. Worker Compensation**
- C. Bond Counsel**
- D. School Operations**

School operations include:

- General School Law
  - Selected counsel will provide legal advice in all areas of school law such as school finance, open records, open meetings, contracts, charters, competitive bidding, student discipline, parental rights, tax and property, utility law, intellectual property, municipal planning and other school related areas.
- Flat fee advisory services
  - Selected counsel will provide advice and support by telephone and email for matters not requiring the opening of a file, research, or review of documents for a flat annual fee.
- Special Education and Section 504
  - Selected counsel will provide legal advice and representation in contested and non-contested matters, including representation at ARD meetings, due process hearing, and state and federal trials and appeals.
- Construction
  - Selected counsel will provide legal advice in drafting and negotiating construction contracts and provide legal representation in contested construction-related litigation.
- Real Estate
  - Selected counsel will provide legal advice and representation in contested and non-contested matters in the areas of condemnation proceedings, and review of real estate related contracts including construction-related contracts.
- Environmental
- Oil, Gas, and Mineral Leasing
- Elections and Redistricting
  - Selected counsel will provide legal advice on redistricting and elections matters.
- Personnel Administration and Benefits
  - Selected counsel will provide legal advice and representation in contested and non-contested matters involving the issuance of or recommendation for discharge, termination or nonrenewal of teachers' or administrators' contract and general personnel matters, including personnel policy revisions, employee benefits, Fair Labor Standard Acts.

- Tort Claims Litigation – motor driven vehicles
  - Selected counsel will provide advice and representation on matters including motor vehicle accidents and other matters that fall under the Texas Tort Claims Act.
- Litigation – Plaintiff
  - Selected counsel will provide legal representation in suing third parties on behalf of the District on a contingency fee or other negotiated billing basis.
- Small Claims Litigation
  - Selected counsel will provide legal representation in defending and suing on behalf of the District in matters falling under the jurisdiction of Justice Courts.
- Special Counsel to Board of Trustees
  - Selected counsel will provide legal advice to members of the Board of Trustees on Superintendent contract matters and other matters on an as needed basis.

**It is the intent of the district to qualify firms to provide these services on an “as needed/if needed” basis. The District has no obligation to engage any firm(s) submitting a response to this RFP.**

2. **Period of performance:** The appointment of any firm(s) requires Board of Education approval and shall commence January 2009. The primary period of appointment will be for five years and five one year options.
3. **Process:** The selection process shall conform to Government Code 2254, Professional and Consulting Services. An evaluation committee shall review all proposals. Finalists may be interviewed by the evaluation committee. A fee schedule must be provided with the response to this RFP.
4. **Submittals:** Submit 5 (five) original sets of your firms proposal prior to 2:00 pm on November 24, 2008 in a sealed opaque envelope(s). The cover page of each response will indicate your firm’s area(s) of interest (Delinquent Tax, Workers Compensation, Bond Counsel, or School Operations.)
5. **Corporate Capabilities:** Provide current general and specific company information. Include the corporation’s experience with public sector clients, experience with education institutions and customers equivalent in size and scope of the Keller Independent School District. Include the experience and educational information of the personnel who would be providing legal services to the Keller ISD, and any additional information considered pertinent by the respondent. All information, documentation, and other material submitted by the respondent may be subject to public disclosure under the Texas Public Information Act. Respondents will be deemed to have knowledge of this law and how to protect their interests under the law.

This communication is not to be construed as a contract or commitment on behalf of the Keller ISD, and the Keller ISD reserves the right to conduct discussions or negotiations with any or all potential respondents. The District assumes no obligations or liability for any costs incurred by interested firms or attorneys regarding preparation of responses or related interview.

**DISTRICT CONTACTS**

All contact with the District regarding this RFP is to be via email at the address shown on the cover page of this document. Disqualification may result for failure to abide with this requirement.

## **SECTION VII –RFP PROFESSIONAL FEES**

Describe the fee structure, including specifications stated in this RFP, including minimums, maximums, hourly rates, and out-of-pocket expense reimbursement schedules proposed by your firm. The District reserves the right to negotiate with any firm selected, rates to be billed under each category and/or for special projects.

Describe the difference in billing rates of attorneys, paralegals, investigators, and others, either by name as to each person who will provide services, or as to specific categories of positions (i.e., junior associate, senior associate, junior partner, senior partner, paralegals, etc.).

Describe the difference, if any, in billing rates for contested matters versus non-contested matters, in court versus out-of-court time, and any other areas of varying rates.

Attach separate documents as needed to specify professional fee schedule/structure.