

RFQ #0002-25

Delinquent Tax Collection Attorney Services

Issue Date: 10/31/2025

Questions Deadline: 11/19/2025 02:00 PM (CT) Response Deadline: 12/4/2025 02:00 PM (CT)

Contact Information

Contact: Starla Johnson - Senior Buyer Address: Procurement Department

1565A West Main Street

Lewisville, TX 75067

Phone: (972) 350-1805

Email: johnsonstarla@lisd.net

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Event Information

Number: RFQ #0002-25

Title: Delinquent Tax Collection Attorney Services
Type: Request for Qualification - Public Invite

Issue Date: 10/31/2025

Question Deadline: 11/19/2025 02:00 PM (CT) Response Deadline: 12/4/2025 02:00 PM (CT)

Notes: Lewisville Independent School District, (LISD or DISTRICT) is requesting statements

of qualifications for Delinquent Property Tax Collection Attorney Services. The District seeks to review the qualifications of law firms with experience in the collection of delinquent taxes, licensed to practice in the State of Texas, and with adequate personnel and data processing capacity to process and collect the

District's delinquent tax accounts.

Lewisville ISD's net taxable value is approximately \$60 billion with annual budgeted tax collections of approximately \$630 million.

All interested firms, including sole source providers, are encouraged to respond to this request for qualifications in its entirety and should submit all required bid attachments regardless of sole source status to be considered.

Missing or incomplete information will have a negative impact on firm evaluations.

RFQ #0002-25 shall be awarded at District discretion, to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The District's decision to make multiple awards or a single award will be based upon the District's sole discretion regarding the type of products and/or services that provides best value to the District.

The initial term of this proposal shall be from April 2026 - April 2029.

Dependent on the long-range needs of the District and mutual consent of both parties, and contingent on approval by the LISD Board of Trustees, there will be two successive renewal options, each consisting of a three year term.

Initial Anticipated Contract Term: April 2026 - April 2029

Tentative Second Term - Renewal Option: April 2029 - April 2032

Tentative Third and Final Term - Renewal Option: April 2032 - April 2035

Billing Information

Address: 1565-A West Main Street Ste 225

Lewisville, TX 75067

Bid Activities

Release of Proposal

10/31/2025 7:00:00 AM (CT)

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 Deadline for Questions
 11/19/2025 2:00:00 PM (CT)

 Respond to Questions
 11/21/2025 5:00:00 PM (CT)

 Deadline for Submittal
 12/4/2025 2:00:00 PM (CT)

 (Tentative) Recommendation to Board of Trustees
 1/12/2026 7:00:00 PM (CT)

 (Tentative) Effective Date of Award
 4/1/2026 12:00:00 AM (CT)

Bid Attachments

W-9 Form - Rev 2024.pdf Download

W9 - v 2024

1295 Form (unsworn declaration) 082522.pdf Download

Certificate of Interested Parties (Form 1295)

Vendor Insurance Requirements 091523.pdf Download

Vendor Insurance Requirements 091523

Vendor SAMPLE COI 10132023.pdf Download

Vendor Sample COI

Vendor - Insurance Coverage Terms for Reference.pdf Download

Vendor - Insurance Coverage Terms for Reference

Vendor Insurance Acknowledgment 11-3-2023 (002).pdf Download

LISD Vendor Insurance Acknowledgment

LISD Public Records Agreementdocx.pdf

Download

LISD Public Records Agreement

TX_NDPA_V1_with_exhibit.pdf Download

National DPA

Terms and Conditions Combined - No Forms 2025.pdf Download

Terms and Conditions - No Forms 2025

preemployment-preservice-affidavit-tec-22a055 (1) (1).pdf

Download

PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

Pursuant to Texas Education Code (TEC) §22A.055, a person applying for employment with or who will act as a service provider for an educational entity (school district, district of innovation, open-enrollment charter school, other charter entity, regional education service center, or shared services arrangement) must submit, using a form adopted by the agency, a pre-employment or pre-service affidavit.

Please fill out this affidavit and attach it to your bid response in the response attachments tab.

Requested Attachments

Insurance Certificate

(Attachment required)

Please save as Company Name COI [Example: ABC Company COI] PLEASE SAVE AS A PDF

Form 1295

(Attachment required)

Please save as Company Name 1295 [Example: ABC Company 1295] PLEASE SAVE AS A PDF

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W-9 Form

(Attachment required)

Please save as Company Name W9 [Example: ABC Company W9] PLEASE SAVE AS A PDF

LISD Public Records Agreement

(Attachment required)

Please save as Company Name Public Records Agreement [Example: ABC Company Public Records Agreement]

PLEASE SAVE AS A PDF

Vendor Insurance Acknowledgment

(Attachment required)

Please save as Company Name Vendor Insurance Acknowledgement [Example: ABC Company Vendor Insurance Acknowledgement] **PLEASE SAVE AS A PDF**

Texas Data Privacy Agreement

Please save as Company Name TDPA [Example: ABC Company TDPA] PLEASE SAVE AS A PDF

PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT

(Attachment required)

PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

Pursuant to Texas Education Code (TEC) §22A.055, a person applying for employment with or who will act as a service provider for an educational entity (school district, district of innovation, open-enrollment charter school, other charter entity, regional education service center, or shared services arrangement) must submit, using a form adopted by the agency, a pre-employment or pre-service affidavit.

Please fill out this affidavit and attach it to your bid response in the response attachments tab.

Qualification Statement of Firm

(Attachment required)

Please save as Company Name Qualification Statement [Example: ABC Qualification Statement] **PLEASE SAVE AS A PDF**

Executive Summary

(Attachment required)

Please save as Company Name Executive Summary [Example: ABC Executive Summary] PLEASE SAVE AS A PDF

Current Delinquent Collection Sample

(Attachment required)

Please save as Company Name Current Delinquent Collection Sample [Example: ABC Current Delinquent Collection Sample] **PLEASE SAVE AS A PDF**

Delinquent Tax Collection Services

(Attachment required)

Please save as Company Name Delinquent Tax Collection Services [Example: ABC Delinquent Tax Collection Services]

PLEASE SAVE AS A PDF

Describe Your Organization's Personnel Expertise and Experience in Property Tax Collections

(Attachment required)

Please save as Company Name Organization Personnel Expertise and Experience [Example: ABC Organization Personnel Expertise and Experience] **PLEASE SAVE AS A PDF**

Collection Technology

(Attachment required)

Please save as Company Name Collection Technology [Example: ABC Collection Technology] **PLEASE SAVE AS A PDF**

Any Other Information Considered Relevant to the Collection of Delinquent Property Taxes

Please save as Company Name Other Information Considered Relevant [Example: ABC Other Information Considered Relevant] **PLEASE SAVE AS A PDF**

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Bid Attributes

Non-Collaboration Agreement It is hereby stated and serves as notice that if any collaboration was provided in the development of this bid and/or the outline and details of the bid specifications of this bid and any related documents, that the vendor, company, or firm will not be eligible or considered for award of this bid. Do you understand and agree (Yes / No)?

2 Scope of Work

(Required: Check only one)

Lewisville Independent School District is requesting statements of qualifications for Delinquent Tax Collection Attorney Services. The District seeks to review qualifications of law firms with experience in the collection of delinquent taxes, licensed to practice in the State of Texas, and with adequate personnel and date processing capacity to process and collect the District's delinquent tax accounts.

Tax Collection attorneys will be responsible for, but not limited to, the following duties:

- 1. Preparing delinguent tax reports and updates based on data provided by the Denton County Tax office.
- 2. Providing notices to delinquent taxpayers by letter and telephone, of current and prior year delinquencies, as may be required by law and/or as may be advisable for the purpose of expediting collections.
- 3. Filing lawsuits against delinquent taxpayers to foreclose tax liens and otherwise facilitate collection of delinquent taxes.
- 4. Advising the District on legal issues that arise in the process of delinquent tax collections; including proposed and/or new legislation for current and delinquent tax collections.
- 5. Providing such additional services as District officials, Tax Assessor/Collector, or tax collection attorneys may deem advisable to expedite and enhance the collection of delinquent taxes.

All interested firms, including sole source providers, are encouraged to respond to this request for statements of qualifications in its entirety and should submit all required attachments regardless of sole source status to be considered.

Missing or incomplete information will have a negative impact on firm evaluations.

RFP #0002-25 Delinquent Tax Collection Attorney Services shall be awarded at District discretion, to multiple firms supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single firm. The District's decision to make multiple awards or a single award will be based upon the District's sole discretion regarding the type of products and/or service that provides best value to The District.

3 LISD Demographics

The Lewisville Independent School District is a public school district and political subdivision of the State of Texas located in Denton County, Texas with a small portion also located in Tarrant County. Lewisville ISD encompasses 127-square miles and serves 48,000 students from thirteen municipalities including Argyle, Carrollton, Coppell, Copper Canyon, Double Oak, Flower Mound, Frisco, Grapevine, Highland Village, Hebron, Lewisville, Plano and The Colony.

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4 Tentative Name

For the purposes of this Request for Qualifications (RFQ), any reference to a *bid*, *proposal*, or *vendor* shall be understood to mean a *statement of qualifications* and *respondent*. The use of these terms is for consistency with the District's procurement system and does not alter the qualifications-based nature of this solicitation in accordance with **Texas Government Code §2254.003**

5 | Length of Contract

The initial term of this proposal shall be from April 2026 - April 2029.

Dependent on the long-range needs of the District and mutual consent of both parties, and contingent on approval by the LISD Board of Trustees, there will be two successive renewal options, each consisting of a three year term, not to exceed nine years total.

Initial Anticipated Contract Term: April 2026 - April 2029
Tentative Second Term - Renewal Option: April 2029 - April 2032
Tentative Third and Final Term - Renewal Option: April 2032 - April 2035

6 Presentation/Interview

Firms may be invited to make a presentation and answer questions. The firms requested to make presentations will be notified of the specific time and location of the presentations at a later date.

7 Introduction

There are attributes, including this one, associated with this request for qualifications. Some are notes and require no response, but most have a required response. ***Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of RFQ Attributes.***

8 Communications Statement

Contact between firms and Lewisville ISD personnel during the Request for Qualifications (RFQ) process or evaluation period is prohibited. Any attempt by firms to contact District personnel outside of the Procurement Department regarding this RFQ may result in disqualification.

All communication shall go through the Procurement Department during this competitive process. All questions received and the corresponding answers will be distributed to all firms. No verbal responses will be provided.

The deadline for questions about this RFQ is stated in the RFQ Activities section. The District will not respond to questions after this deadline. Responses to questions will be posted in the form of an addendum to this Request for Qualifications. Firms are responsible for checking the District's website for any posted addenda.

9 RFQ Firm Communication Process

All RFQ Firm communications must be directed in writing to: Starla Johnson, Senior Buyer, Administrative Center, Procurement Department 1565-A West Main St., Lewisville, TX 75067 Telephone: (972) 350-1805 Email:johnsonstarla@lisd.net

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Submission Response

Electronic and manual statements of qualifications must be received in the Lewisville Independent School District Procurement Department office before the hour and date specified. DO NOT FAX OR EMAIL YOUR RESPONSE.

If, due to inclement weather, natural disaster, or for any other cause, the District office location where statements of qualifications are to be submitted is closed on the due date, the deadline for submission shall automatically be extended until the next District business day on which the office is open, unless the firm is otherwise notified by the District. The time of day for submission shall remain the same.

Electronic submissions are to be uploaded through the Lewisville ISD online procurement system (IonWave) unless otherwise specified in the RFQ document. Forms are provided for download, to be completed and then attached to the submission in IonWave.

Manual submissions shall be completed on the forms provided. All information must be typed or written in ink. Submissions written in pencil will not be accepted. Each manual submission shall be placed in a separate envelope, sealed, and properly identified with the RFQ title and the time and date to be opened as shown in the "Notice to Firms."

Please note that the terms "bid" and "proposal" may appear throughout this packet due to system or template formatting, but for this solicitation, they shall be interpreted to mean Request for Qualifications (RFQ). Likewise, the terms "bidder", "vendor", or "proposer" shall be interpreted to mean firm.

Only one format (electronic or manual) submission is required. For any questions, please contact the Procurement Department at 972-350-4749.

Statement of Qualifications Opening

Any statement of qualifications received after the specified time, whether delivered in person or by any other method, shall be disqualified.

Any questions pertaining to RFQ submission procedures should be addressed to the Procurement Department at 972-350-4749.

If the District office location where statements of qualifications are to be submitted is closed due to inclement weather, natural disaster, or for any other cause — including if the electronic RFQ submission system is unavailable on the due date — the deadline for submission shall automatically be extended until the next District business day on which the office is open, unless the firm is otherwise notified by the District. The time of day for submission shall remain the same.

Request for Qualifications Preparation and Response Costs

All travel, RFQ preparation costs, and any expenses related to a firm submitting a response to this Request for Qualifications shall be borne by the firm. The District will not be responsible for any costs incurred by a firm in preparing or submitting a response to this RFQ.

Acceptance

Lewisville ISD reserves the right to accept or reject any or all statements of qualifications submitted, waive minor technicalities, and select the firm(s) whose response is determined to provide the best value for the District.

The Board of Trustees reserves the right to reject any or all statements of qualifications and to approve any submission deemed most advantageous to Lewisville Independent School District, and to waive any informalities in the submission process.

Award Statement for Request for Qualifications

This RFQ may be awarded to one or multiple firms by line item, section, or package, as determined to provide the best value to Lewisville Independent School District. LISD reserves the right to negotiate with any or all firms, accept or reject any or all statements of qualifications, waive any formalities or irregularities, and make awards in the best interest of the District.

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1 Contract

Contract shall be put into effect after request for qualifications has been awarded. Transfer of Contract by firm is prohibited unless approved by the LISD Procurement Department.

By submitting a response, the firm represents that the person responding is authorized to enter into a resulting Contract on its behalf. This RFQ request and its attachments, the firm's response and response attachments, any additional amendments/Contract executed by both parties pursuant to this proposal request or any resulting Contract constitute the entire Contract. A Contract shall be put into effect after the firm has been awarded by the LISD Board of Trustees. Transfer/Assignment of Contract by the firm is prohibited unless agreed upon in writing by the LISD Procurement Department.

- 1) The constitution, statutes, and laws of the State of Texas
- 2) LISD issued additional signed addendums/agreements signed by both parties and pursuant to the proposal
- 3) The proposal request
- 4) Firm's attribute and line item responses to the proposal request
- 5) All attachments provided by LISD in the RFQ request or any additional references by LISD
- 6) Firm's response to this RFQ request
- 7) All additional attachments to the RFQ response by the responding firm.

The statement of qualifications or any resulting agreement may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Lewisville ISD Board Policy dictates the authorized representative for Lewisville ISD.

Cancelation of agreement

Lewisville ISD may terminate or cancel any agreement at any time, with or without cause, by providing seven (7) business days advance written notice to the Firm. If an Agreement is terminated in accordance with this Paragraph, LISD shall only be required to pay the Firm for goods or services delivered to LISD prior to the termination and not otherwise returned following Firm's return policy. If LISD has paid Firm for goods or services not yet provided as of the date of termination, Firm shall immediately refund such payment(s).

Contract Dispute Resolution

All disputes arising in connection with the Contract formed as a result of this request for qualifications shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of thirty (30) calendar days, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available by law or in equity.

Request for Qualifications Disclosure

A. All statements of qualifications received shall remain confidential until a Contract resulting from this RFQ is awarded by the LISD Board, thereafter the RFQ shall be deemed a public record. In the event that a firm desires to claim that portions of its proposal are exempt from disclosure, the firm must mark such portions as "Confidential and Proprietary" and LISD may submit such information to the Texas Attorney General for a ruling as to whether the information is exempt from disclosure.

- B. Until a Contract resulting from this request for qualifications is executed, no employee, agent or representative of any firm shall make available or discuss its statement of qualifications with the press, any elected or appointed official or officer of LISD, or any employee, agent, or other representative of LISD, unless specifically allowed to do so in this RFQ or in writing by LISD for the purposes of clarification, evaluation and/or negotiation.
- C. Firms shall not issue any news release(s) or make any statement to the news media pertaining to this request for qualifications or any statement of qualifications and/or Contract or resulting work without the prior written approval of LISD, and then only in cooperation with LISD.
- D. Please complete the LISD Public Records Agreement, in the Attachments tab, and submit it with your bid response.

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Right to Terminate

The District has the right to terminate this Contract for convenience, without penalty, if the District fails to appropriate funds or provide for a renewal of a Contract, following delivery of notice to the Firm within (15) days specifying the extent to which performance here-under is terminated and the date upon which such termination becomes effective.

The absence of appropriated or other lawfully available funds shall render the Contract Award null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Firm.

The District shall provide the Firm written notice of the failure of the District to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract Award, or the reduction of any appropriation for any fiscal year to pay the amounts due under the Contract Award, or the reduction of any appropriation to an amount insufficient to permit the District to pay its obligations.

The District's payment obligations are payable only and solely from funds appropriated and available for the purpose of the purchase.

Any Purchase Order resulting from a request for proposal is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part. If funds are not appropriated by the Lewisville ISD Board of Trustees or otherwise not made available to the District.

Renewal of Agreements

The scheduled Contract termination date shall be the last date of the month of the last month of the Contract's legal effect.

Example: If the Contract is scheduled to end on May 23, the anniversary of the award, it would actually be extended to May 31 in the last month of the last year the Contract is active.

2 Renewals

Renewals will be awarded providing that firm(s) and Lewisville ISD remain in good standing and agree on any changes in pricing or procedures. Awarded firm(s) shall submit in writing, no later than (90) ninety days prior to renewal date, any changes in pricing or procedures. A renewal notification will be submitted in the electronic bidding system. Please make sure all company information remains current in the electronic bidding system.

2 Survival Clause

All applicable sales, supplemental agreements, Contracts, software license Contracts, warranties or service agreements that were entered into between the Firm and LISD under the terms and conditions of this Contract, shall survive the expiration or termination of this Contract. All Orders, Purchase Orders issued or Contracts executed by LISD and accepted by the Firm prior to the expiration or termination of this Contract, shall survive expiration or termination of the Contract, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this Contract.

Oral Statement

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting Contract.

Applicable Law and Venue

Any resulting Contract is governed by, and subject to, the laws of the State of Texas without regard to conflict of law principles. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties, State of Texas shall be the exclusive juristiction and any such litigation shall be conducted only in the courts of Denton County, Texas, or the federal courts for the United States for the Eastern District of Texas, and no other courts.

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2 Severability

A declaration by any court, or other binding legal source, that any provision of the Contract formed out of this request for qualifications is illegal and void, will not affect the legality and enforceable of any other provision of the Contract, unless mutually dependent.

2 No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under a Contract formed out of this Request for Qualifications, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

2 Duties of Firm

All specifications, terms, conditions, requirements, any other part of the request for qualifications, and if awarded the performance of the resulting Contract, regardless of the use of any employee, agent, subcontractor or third party acting on behalf of the Firm, shall be fully upheld at the sole liability of the Firm. It is the Firm's responsibility to ensure that all aspects of this request for qualifications, or if awarded resulting Contract is adhered to. No third party Contracts, or any Contract between the Firm and any third party, whether enacted or implied, shall bear any liability on the District.

Right to Use and Duplicate

The Lewisville Independent School District reserves the right to use and duplicate as often as necessary any material that is submitted by the Firms(s).

Additional General Conditions

- 1. If any work is completed on district premises, when the Firm arrives at any school/facility, it is required that the Firm's representatives report to the District designated project manager, and to the main office when open, and sign in. If the Firm is working multiple days, they are required to report on a daily basis and sign in. Proper clothing will be worn at all times. Sleeved t-shirts and long pants are the preferred attire with the company logo on the shirts. Any deviation from this will be reviewed for acceptance. LISD requires all vendors doing business on LISD property to have their employees and vehicles easily identifiable from company logos on items such as vehicles, ball caps, shirts, and/or ID badges.
- 2. Alcohol, tobacco, and firearms are prohibited on all district property.
- 3. Any damage done to LISD property or its customer's property is the sole responsibility of the Vendor.
- 4. Any product provided is to be factory new, and carry full factory warranty. No refurbished units.
- 5. The Firm shall be solely responsible for its use of any subcontractor or any third-party acting on behalf of the Firm.
- 6. Once a project begins, the Firm selected must finish the work.
- 7. Firm is to adhere to all specifications within this request for qualifications or otherwise attached. Any instance where any requirement is unclear or not specified, it shall not affect adherence to any other specification, and the Firm shall use commercially reasonable efforts to satisfy any such requirement.

3 | Reasonable Access

LISD will provide the Firm, or the Firm's third party performing on the Firm's behalf, reasonable working area and access to LISD premises to provide services or install, inspect, maintain, repair, service, or to retrieve any of the Firm's equipment solely related to this request for qualifications.

Senate Bill 9

Firm accepts full responsibility for adhering to Senate Bill 9 requirements. At no time shall firm(s) or firm's employees, agents or subcontractors have unsupervised contact with students.

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	Government Cod	e Chapter 2272	- Non-abortion	provider or	affiliate
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Pursuant to Texas Government Code Chapter 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any Contract entered into by the District is void if the prospective firm has such a prohibited affiliation or contractual relationship.

By submitting a statement of qualifications in response to the request for qualifications, you are certifying to the District that you or your company do not have such an affiliation or contractual relationship.

PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES

Sec. 2252.151. DEFINITIONS. In this subchapter: (1) "Company" has the meaning assigned by Section 806.001. (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189. (3) "Governmental Contract" means a Contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a Contract to obtain a professional or consulting service subject to Chapter 2254. (4) "Governmental entity" has the meaning assigned by Section 2252.001. Sec. 2252.152.

CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental Contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153.

LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have Contracts with or provide supplies or services to a foreign terrorist organization. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a Contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.

DO YOU OR YOUR COMPANY ENGAGE IN BUSINESS WITH IRAN, SUDAN, OR ANY FOREIGN TERRORIST ORGANIZATION? IF YES, LISD WILL NOT BE ABLE TO DO BUSINESS WITH YOUR COMPANY.

(Required: Check only one)

Laws, Regulations, Standards, Licensing

LISD requires Firm to certify that during the term of an award by the LISD resulting from this procurement process the Firm will be in compliance with mandatory federal health and safety certifications, local, state or federal laws, regulations, standards, licensing, and policies.

Do you certify to comply with all mandatory federal health and safety certifications, local, state or federal laws, regulations, standards, licensing, and policies, as they apply to this Contract?

☐ Yes, I certify to comply

(Required: Check only one)

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3	Not Boycott Israel (Sec. 808.001) EVALUATION CRITERIA
	Are you a sole proprietorship?
	If you answered Yes to this question, you need not provide any certification concerning whether you boycott Israel, and may continue to the next question of the application without signing the certification below.
	If you answered No to this question, please answer the questions below.************************************
	Sec. 808.001. DEFINITIONS. (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
	☐ Yes ☐ No (Required: Check only one)
3	Not Boycott Israel (Sec. 808.001)
6	Question #2: Does your company have 10 or more full time employees?
	If you answered No to EITHER question #2 or #3, you need not provide any certification concerning whether you boycott Israel, and you may continue to the next page of the application without signing the certification below.
	If you answered YES to questions #2 AND #3, you must sign the certification below.
	☐ Yes ☐ No (Optional: Check only one)
3	Not Boycott Israel (Sec. 808.001)
7	Question #3: Are you pursuing a Contract with Lewisville Independent School District that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of Lewisville Independent School District?
	If you answered No to either question #2 or #3, you need not provide any certification concerning whether you boycott Israel, and you may continue to the next page of the application without signing the certification below.
	If you answered YES to questions #2 AND #3, you must sign the certification below.
	☐ Yes ☐ No (Optional: Check only one)
3	Not Boycott Israel (Sec. 808.001) - CERTIFICATION
8	You hereby certify that you do not boycott Israel, as that term is defined in Texas Government Code, Section 808.001(1), and that you will not boycott Israel during the term of any Contract resulting from this application.
	☐ Yes. Firm certifies ☐ No, Firm does not certify (Optional: Check only one)

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39	Texas Education Code, Section 44.034, Texas Education Code, 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 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 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." Is your firm owned or operated by anyone who has been convicted of a felony? Yes No Publicly Held (Required: Check only one)
40	Felony Conviction Details If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If none, please enter N/A (not applicable).
	(Required: Maximum 1000 characters allowed)
4	Criminal Background Check Requirement If an employee of a Firm is covered under SB 9, the Firm must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the Firm is then required to certify to the District that the criminal history check has been performed. The Firm, not the District, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under statute SB 9, a Firm is required to conduct a criminal history review on an employee only when the following criteria have been met:
	The employer has contracted with the District to provide services.
	The particular employee will have continuing duties relating to the Contract with the District.
	The particular employee will have contact with students.
	A contractor or subcontractor may not work on District property or any location the District deems a place where students are regularly present when they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, or any other offense the District believes might compromise the safety of students, staff, or property.
	A Firm's violation of this section shall constitute substantial failure. If the Firm 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 Contract showing compliance. Possession of firearms, alcohol, and/or drugs, even in vehicles, is strictly prohibited on school/District property. The use of tobacco products is not allowed on school District property.
	☐ Yes. Firm certifies ☐ No, Firm does not certify (Required: Check only one)

4	Bidder's Certification
2	Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "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. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental Contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following: (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable Contract in the state in which the nonresident's principal place of business is located; or (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable Contract in the state in which a majority of the manufacturing relating to the Contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental Contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain
	a comparable Contract in: (1) the state in which the nonresident's principal place of business is located;
	or (2) a state in which the nonresident is a resident manufacturer." ~~~ Is the Vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)? Yes No (Required: Check only one)
4	Non - Collusion
3	Firm certifies under penalty of perjury that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership, or individual has not prepared this statement of qualifications in collusion with any other entity, and that the contents as to terms or conditions of said statement of qualifications 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 bid.
	Failure to certify will render bid non-responsive and will not be considered for award.
	Does the Firm certify? ☐ Yes. Firm certifies ☐ No, Firm does not certify (Required: Check only one)
4	Place of Business
+	For the Contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Firm or the Firm's ultimate parent company or majority owner: 1. Has its principal place of business in the state of Texas; OR 2. Employs at least 500 persons in this state ~~~ IS YOUR PARENT COMPANY OR MAJOR OWNER A TEXAS BASED BUSINESS?

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Yes No
(Required: Check only one)

45	# of Employees For the Contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Firm or the Firm's ultimate parent company or majority owner; 1) Has its principal place of business in the State of Texas; OR 2) employs at least 500 persons in Texas. If you are not a Texas based business, do you have more than 500 employees in Texas? Texas based business Not Texas based business, more than 500 employees Not Texas based business, less than 500 employees (Required: Check only one)
4	Non-resident Bidder's Certification Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).
	(Required: Maximum 1000 characters allowed)
4	Conflict of Interest Questionnaire
<i>(</i>	This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
	This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a Firm who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the Firm meets requirements under Section 176.006(a).
	By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Firm becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
	A Firm commits an offense if the Firm knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.
	Does the Firm have conflict of interest with Lewisville Independent School District? Yes No (Required: Check only one)
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PROPOSAL SPECIFICATIONS

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Must attach in the response attachments tab

Be sure to upload all required documents and forms to the "Response Attachments" Tab.

Required:

- 1. Insurance Certificate (Acord)
- 2. 1295 form
- 3. W9
- 4. LISD Public Records Agreement
- 5. Vendor Insurance Acknowledgment
- 5. TX_NDPA Data Privacy Agreement (DPA) Only required if your company will have access to the LISD network, are providing software products, OR have access to or collect any district or student personally identifiable information.
- 6. Public Records Agreement
- 7. Preservice-affidavit
- 8. Qualification Statement of Firm
- 9. Executive Summary
- 10. Current Delinquent Collection Sample
- 11. Delinquent Tax Collection Services
- 12. Describe Your Organization's Personnel Expertise and Experience in Property Tax Collections
- 13. Collection Technology
- 14. Any Other Information Considered Relevant to the Collection of Delinquent Property Taxes

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Final Evaluation Criteria - Points

The District may consider the following in determining to whom a Contract may be awarded for Delinquent Tax Collection Services.

Qualifications

- Completion of Qualification Statement
- Demonstrated competence and qualifications and reputation to perform the services
- The proposed services and methodologies meeting the District's needs and requirements
- Work completed within the past five (5) years of comparable school district size and scope or other government taxing entity
- Record of performance and reference comments
- Timeliness in meeting project schedules
- Attorney or Delinquent Property Tax Collection Services past experience on a District Contract
- Selection of the most highly qualified provider of services on the basis of demonstrated competence and qualifications

Selection Criteria for Demonstrated Competence and Qualifications:

Evaluation Criteria	Point Value
Demonstrated competence, qualifications and reputation to perform the services	25
Experience within the past five years	25
Record of performance and reference comments	20
Extent to which proposed services and methodologies meet the District's needs and requirements	20
Other relevant factors specifically listed in this Request for Qualifications	10
Total Points	100

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Form 1295 - Certificate of Interested Parties

EVALUATION CRITERIA AREA

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded firms must fill out electronically, with the <u>Texas Ethics Commission's online filing application</u>.

The law states that a governmental entity or state may not enter into certain Contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed Contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the Response Attachments, prior to any business transaction.

Please note the following:

- Box 1: Please enter business entity filing form, city, state and country of the business entity's place of business.
- Box 2: Please enter Lewisville ISD
- **Box 3:** Please use LISD's solicitation (bid) number as the identification number being requested and the Contract name as description of goods or services.

After submitting the form on the <u>Texas Ethics Commission's online filing application</u>, please print it and complete **Box 6**. Provide **a signature** and attach with bid response.

A new form MUST be a completed upon each renewal.

Interested parties (1295 form) is not needed for publicly traded companies. Those parties are already public knowledge and can be obtained elsewhere.

Please acknowledge that you have read and understand that the District may not do business with your company without the submittal of this form.

☐ Yes, I acknowledge this requirement	□ No, I am a publicly traded company
(Required: Check only one)	

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5 LISD Insurance Requirements Acknowledgment

LISD INSURANCE REQUIREMENTS - EVALUATION CRITERIA AREA

Any individual or organization doing business with Lewisville Independent School District ("LISD" or the "District") is required to provide proof of various insurances, including workers' compensation insurance.

Firm understands and agrees to abide by all terms, conditions, rules, and regulations provided in LISD's Contract title. In addition, the Firm understands and agrees to abide by the procedures and policies of the District. Firm holds the District harmless for injury to the Firm and others and damage to the Firm or district property. The Firm acknowledges liability for injury or damage to the District and others, including district employees. Lewisville ISD's Purchase Order "General Terms and Conditions" are incorporated in this Contract by reference herein.

LISD INSURANCE REQUIREMENTS

Firm acknowledges the District will NOT provide insurance coverage to the Firm or its employees, subcontractors, agents, representatives, etc. Firm represents to the District that all employees, subcontractors, agents, representatives, etc. of the Firm will be covered by liability and workers' compensation insurance for the duration of the Firm's Contract with LISD, that the coverages will be based on proper reporting to the insurance company(ies), and that all coverage agreements will be filed with the appropriate insurance carrier or state regulatory agency.

Insurance required for this Contract:

- *Commercial General Liability Policy
- *Auto Liability Policy
- *Workers' Compensation / Employers' Liability Policies
- * Cyber / Data Breach Policy Required for all firms who have access to the LISD network, are providing software products, or have access to or collect any district or student personally identifiable information.
- * Sexual Misconduct Policy- Required if district students and/or employees are present during contract performance (including virtually)

PLEASE save your Certificate of Insurance (Acord Form), in the response attachments tab, with your company name as the file name.

Yes, I acknowledge (Required: Check only one)

Indemnification

EVALUATION CRITERIA AREA

IT IS TO BE UNDERSTOOD THAT THE BIDDER, IF AWARDED AN ORDER OR CONTRACT, AGREES TO PROTECT, DEFEND, AND HOLD HARMLESS THE LEWISVILLE INDEPENDENT SCHOOL DISTRICT AND ITS OFFICIALS AND EMPLOYEES FROM ANY SUITS OR DEMANDS FOR PAYMENT THAT MAY BE BROUGHT AGAINST LEWISVILLE INDEPENDENT SCHOOL DISTRICT AND ITS OFFICIALS AND EMPLOYEES FOR THE USE OF ANY PATENTED MATERIAL, PROCESS, ARTICLE, OR DEVICE THAT MAY ENTER INTO THE MANUFACTURE AND/OR CONSTRUCTION OR FROM A PART OF THE WORK COVERED BY EITHER ORDER OR CONTRACT AND, BIDDER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE LEWISVILLE INDEPENDENT SCHOOL DISTRICT AND ITS OFFICIALS AND EMPLOYEES FROM SUITS OR ACTIONS OF EVERY NATURE AND DESCRIPTION BROUGHT AGAINST IT FOR, OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PARTY OR PARTIES BY, OR FOR ANY OF THE ACTS OF THE BIDDER, HIS EMPLOYEES, SERVANTS OR AGENTS.

THIS CLAUSE SHALL SURVIVE TERMINATION OF THIS CONTRACT.

Educational entities are a Texas Political Subdivision and a local governmental entity; therefore, are prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction.

Does firm	agree?
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☐ Yes ☐ No

(Required: Check only one)

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54	Data Sharing Collection Does Firm collect data, have access to the LISD network, are providing software products, or have access to or collect any district or student personally identifiable information? "Data" shall include, but is not limited to, the following: student data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end user(s)) uploads or enters through its use of the product. "Data" specifically includes all personally identifiable information in education records, directory data, an other non-public information If you answer yes to this question please complete the Data Sharing Agreement located in the attachments tab. Yes, please complete Data Sharing Agreement No, firm does not collect data (Required: Check only one)
55	Cyber & Data Breach Insurance If yes was marked to the question above regarding Data, Firm acknowledges that Cyber & Data Breach Insurance will be required. Yes, vendor acknowledges this requirement No, vendor does not collect data or have access to the LISD network (Required: Check only one)
56	Sexual Misconduct Insurance - District Students Present In providing materials or services to the District, will district students be present during Contract performance? (including virtually). Yes No (Required: Check only one)
5 7	Sexual Misconduct Insurance - District Employees Present In providing materials or services to the District, will district employees be present during Contract performance? (including virtually). Yes No (Required: Check only one)
5 8	Sexual Misconduct Insurance If either attribute #58 or #59 were marked yes, Sexual misconduct insurance is required. Yes, firm acknowledges this requirement N/A (Required: Check only one)
59	LISD Terms and Conditions EVALUATION CRITERIA AREA LISD Terms and Conditions are provided in an attachment to the statement of qualifications. Please check if you agree or disagree to the terms and conditions of this request for qualifications. The District reserves the right to accept or REJECT any statements of qualifications based upon any deviations. This is your electronic signature. LISD TERMS AND CONDITIONS Agree Disagree (Required: Check only one)

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))	LISD Insurance Requirements EVALUATION CRITERIA AREA
	LISD Insurance Requirements are provided in an attachment to the statement of qualifications. Please check if you agree or disagree to the Insurance Requirements of this request for qualifications.
	The District reserves the right to accept or REJECT any statements of qualifications based upon any deviations.
	This is your electronic signature. Agree Disagree (Required: Check only one)
`	References
ĺ	EVALUATION CRITERIA AREA Please send this link to:
	1) Four current clients where delinquent tax collections are provided by your firm to a school district comparable to Lewisville ISD. Of these four, if available, include two that have been with your firm for five or more years and, if available, include two that have been with your firm for less than five years.
	2) Two non-clients. It is important to the District that the firm maintains good relations with all it's non-clients, such as vendors and/or other professional organizations.
	Additional references may be required.
	DO NOT INCLUDE LISD OR LISD EMPLOYEES AS A REFERENCE.
	Note: Failure for complete reference information to be returned to LISD may be grounds for proposal disqualification. If a reference does not respond, it will result in points being deducted in the evaluation.
	Please email this link to three references and verify that your references are willing to respond.
	LINK TO BE SENT TO 3 REFERENCES: https://forms.gle/L2z9e3TBEWqBTim67
<u>)</u>	* FIRM INFORMATION
;	Main Contact/Local Representative - Title
3	Please provide the Title of the Main Contact/Local Representative.
	(Required: Maximum 1000 characters allowed)
ļ	Main Contact/Local Representative - Email Please provide the Email Address for the Main Contact/Local Representative.
	riedse provide the Email Address for the Main Contact/Local Representative.
	(Required: Email address)
;	Main Contact/Local Representative - Phone
	Please provide the Phone Number for the Main Contact/Local Representative.
	(Required) ext: (Required)

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66	Secondary Contact Please provide the Title of the Secondary Contact/Local Representative (Optional: Maximum 1000 characters allowed)
6 7	Secondary Contact/Local Representative - Email Please provide the Email Address for the Secondary Contact/Local Representative. (Optional: Email address)
6	Consendant Contactil and Depresentative Dhone
6 8	Secondary Contact/Local Representative - Phone Please provide the Phone Number for the Secondary Contact/Local Representative. () ext:
6 9	Products and/or services Please list an example of the products and/or services your company can provide to Lewisville ISD.
	(Required: Maximum 4000 characters allowed)
7 0	Search Words Identifying Firm Please list all search words and phrases to be included in the LISD database related to your entity. This will assist LISD users find your firm using search function. Do not list words which are not associated with the bid category/scope. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.
	(Optional: Maximum 1000 characters allowed)
7	Must attach in the response attachments tab Company Information/Profile
	a. Describe your company's history and ownership.
	b. Provide detailed information about any lawsuits, liens, restraining orders, foreclosures, or other legal/financial actions pending, in progress, or which have been brought against your company in the last five years. You may enter N/A if Not Applicable.
	Please attach the Company Information/Profile by navigating to the "Response Attachments" Tab.

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Must attach in the response attachments tab

Qualification Statement of Firm

On a separate sheet titled as "Law Firms Qualification Statement" please describe what makes your firm uniquely qualified to perform Delinquent Tax Collection Attorney Services, including any superior qualities.

Please attach the qualification statement by navigating to the "Response Attachments" Tab.

7 Must attach in the response attachments tab Executive Summary

- a. Describe your organization's background and experience in delinquent tax collections.
- b. List local office(s) and resources.
- c. Convey your organization's plan for conferring with District staff and the Denton County Tax Office, its attorneys and representatives, to provide a seamless process for the District and its taxpayers.
- d. Overview of proposed services.

Please attach your Executive Summary by navigating to the "Response Attachments" Tab.

Must attach in the response attachments tab

Current Delinquent Collection Sample

- a. Provide a concise report of two current clients that are comparable in account size and levy amount to Lewisville ISD.
- b. Provide a percentage of collections as compared to current year base taxes turned over from July 1 to June 30 for the past three (3) years.
- c. Provide a percentage of collections as compared to all years base tax turned over from July 1 to June 30 for the past three (3) years.

Please attach your Current Delinquent Collection Sample by navigating to the "Response Attachments" Tab.

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Must attach in the response attachments tab Delinquent Tax Collection Services

- a. Provide a description of your proposed work plan.
- b. Provide a description of your firm's approach to taxpayer communications and assistance.
 - i. Is there a call center? What are the hours?
 - ii. Other communication tools email, voicemail turnaround response time
 - iii. Payment methods accepted online, credit card, checks
- c. Address your firm's research and taxpayer location program.
- d. Provide an overview of your firm's bankruptcy collection program.
- e. Discuss whether your firm has a Business Personal Property site visit program, and if it does, describe the program.
- f. Provide descriptions of the following processes and provide statistics on collections from these activities:
 - i. Tax Suits process and pre-suit process.
 - ii. Tax Sales process.
 - iii. Tax Seizures process and samples.
- g. Other services and/or assistance the firm may provide to Lewisville ISD

Please attach you Delinquent Tax Collection Services by navigating to the "Response Attachments" Tab.

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Must attach in the response attachments tab

Describe Your Organization's Personnel Expertise and Experience in Property Tax Collections

- a. Specify the number of full-time employees in your firm.
- b. Specify the number of full-time attorneys in your firm.
- c. Identify the personnel who would handle collections for Lewisville ISD.
- d. Provide an organizational chart and biographies of key firm management and personnel who would be directly involved with District staff.
- e. Specify whether the attorneys who would perform services on behalf of Lewisville ISD are licensed to practice law in the State of Texas and the Federal District Court for the Eastern District and Northern District of Texas and in good standing with all three.

Please attach Describe Your Organization's Personnel Expertise and Experience in Property Tax Collections by navigating to the "Response Attachments" Tab.

7 Must attach in the response attachments tab Collection Technology

- a. Describe the computer hardware and software used to collect delinquent taxes and how it would be specifically utilized in connection with the District's collections and associated reporting.
- b. Describe how the software will interact with the Denton County Tax Office collection software.
- c. Identify how the firm's technology is used to support your personnel in collecting delinquent property taxes. Attach a sample monthly/quarterly delinquent tax report provided to taxing entity

Please attach Collection Technology by navigating to the "Response Attachments" Tab.

7 Must attach in the response attachments tab

Any Other Information Considered Relevant to the Collection of Delinquent Property Taxes

- a. Describe the firm's plan to handle bankruptcy cases.
- b. List your firm's prioritization procedures for delinquent tax collections. Which properties are targeted as the top priority?

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c. List steps taken to collect real estate delinquent property taxes.
d. List steps taken to collect personal property delinquent property taxes.
e. List steps taken to collect delinquent property taxes on special or complex types of properties such as minerals industrial, pipelines, railroads, commercial, and agriculture-use properties.
f. Define your firm's post-judgment strategy.
g. Has your firm directly purchased properties at tax sales?
h. Has your firm indirectly purchased properties at tax sales through the use of other companies or entities?
i. What is your firm's position on such purchases?
j. Describe what happens to funds considered surplus as a result of a tax sale?
k. Please list all attorneys and other personnel who would be assigned to the Lewisville ISD account, and attach resumes with their qualifications for the District's review.
I. Please provide information regarding the location of the offices from which the services proposed to the District will be provided.
m. Please list all Delinquent Tax Collection Contracts with your firm previously terminated for cause.
n. Please provide any other information that your firm deems relevant to this RFQ process
Please attach Any Other Information Considered Relevant to the Collection of Delinquent Property Taxes by navigating to the "Response Attachments" Tab.

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Supplier Info	ormation	
Company Name:	:	
Contact Name:		
Address:	:	
Phone:	:	
Fax:	:	
Email:	:	
Supplier Note	es	
By submitting your	r response, you certify that you are authorized to represent and bin	d your company.
Print Name	Signature	