

March 23, 2020 (Revision Date)

Ref: **Homestead Exemption Research Services - REVISED DATES IN RESONSE TO COVID-19**

Dear Proposer:

The Tarrant Appraisal District (TAD) will require the services of an individual/firm to provide the referenced services. Enclosed is a copy of the Request for Proposal.

In order to establish a list of qualified, interested, and available people, this letter is being directed to you. If interested in providing the specific services please provide TAD with the following:

- A) ONE (1) MANUALLY SIGNED ORIGINAL. ONE (1) HARD COPY AND ONE (1) EXACT COPY ON USB DRIVES (in .pdf format excluding your financials) of your proposal, unless additional copies are otherwise requested in the Request for Proposals, specifically stating your interest and any other specific information or statements called for in the enclosed Request for Proposals.
- B) Complete information about your firm and staff qualifications.
- C) A list of projects which indicate specific background and experience in the program area being considered.
- D) A quotation of proposed rates, fees or charges, and other detailed cost proposal or cost breakdown information.

Any questions regarding this RFP should be submitted via email ONLY to Jeff Craig at: JCraig@TAD.org no later than **5 PM Thursday, July 2, 2020**. The answers to the questions received will be distributed in the form of an addendum shortly thereafter.

If any addenda are issued to this RFP, a good faith attempt will be made to deliver a copy to each of those Proposers who, according to the records of TAD, has requested a copy of this RFP and will be posted on TAD's website www.tad.org/about/procurement/. However, prior to submitting a proposal, it shall be the responsibility of the Proposer to contact the Tarrant Appraisal District as JCraig@TAD.org to determine if addenda were issued and, if so, to obtain such addenda for attachment to their proposal.

Your proposal must be received no later than **2 PM Friday, July 17, 2020**, and directed to:

Tarrant Appraisal District – Homestead Exemption Research Services RFP
Attn: Jeff Craig, Director of Administration
2500 Handley-Ederville Rd
Fort Worth, TX 76118

Your package/proposal must be date and time stamped upon receipt. If it "appears" in our offices after the deadline and there is no date/time stamp, it will be rejected.

Yours Very Truly,

Jeff Craig



Request for Proposals

Homestead Exemption Research Services

~~March 13, 2020~~

Revised March 23, 2020

Tarrant Appraisal District
2500 Handley-Ederville Rd
Fort Worth, TX 76118

Proposals Due By or Before 2:00 p.m., **07/17/2020**
Due dates revised in response to Covid-19 Pandemic

REQUEST FOR PROPOSAL

Homestead Exemption Research Services

SECTION 1

Specific Information Regarding this RFP

1.1 Introduction

The Tarrant Appraisal District (“Buyer”) is exploring the option of engaging an individual or firm (“Proposer”) to provide the professional services described in Section 1.2 of this Request for Proposal (“RFP”). Persons interested in submitting a response to this RFP (a “Proposal”) should carefully review this RFP for instructions on how to respond and for the applicable contractual terms. This RFP is divided into the following sections:

Section 1	Specific Information Regarding This RFP
Section 2	General Instructions
Section 3	General Terms and Conditions of Agreement
Section 4	Description of Services
Attachment A	Proposal Format
Attachment B	Evaluation Matrix
Form 1	Price Sheet (BASIC)
Form 2	Price Sheet (INTERMEDIARY)
Form 3	Price Sheet (FULL)

In the event of conflicting provisions, the following sections of this RFP will have priority in the order listed: Section 1, Section 4, Section 2, the Attachments, and the Forms.

1.2 Scope of Services

The Tarrant Appraisal District (TAD) is accepting proposals for an outside vendor to identify fraudulent and/or improper homestead exemption claims by people who are either renting their homes, who claim exemptions on multiple homes (both in Tarrant County and any other County in-state or out of state), or who otherwise are not residing in the home, while they are claiming homestead exemption or otherwise may not qualify for the exemption being claimed. TAD oversees more than 520,000 various homestead exemption claims on parcels owned by Tarrant County residents. To combat homestead fraud, TAD seeks a homestead exemption research solution to address the potential impact of improperly granted homestead exemptions on the finances of local taxing units and the overall mission of providing both tax fairness and the best possible service and operational performance to Tarrant County taxpayers.

TAD seeks a homestead research solution that uniquely identifies any homestead account, and systematically identifies homestead exemptions with a high risk of potential fraud or error. This research solution should utilize sources including, but not limited to, nationwide information on deceased individuals, out-of-country residents, multiple homes, and multiple homestead exemption forms.

Note: See Section 4 for full description of the services and deliverables required under this RFP.

1.3 Term of Agreement

The initial term of agreement will commence upon execution of the Contract with a written purchase order. The length will be determined upon analysis of proposals. The Contract is subject to early termination as set forth elsewhere in this RFP.

1.4 Minimum Requirements for Proposers

Individual/Firm must satisfy the following mandatory minimum requirements in order to have their Proposals evaluated. By submitting a Proposal, warrant and represents that it satisfies these requirements. Failure to meet these requirements will result in the Proposal not being evaluated and being rejected as non-responsive:

Vendor must have at least three (3) years of experience in homestead research solutions and investigation and provide a minimum of three (3) references, where Vendor has provided homestead research solutions and investigation services. The preference is that the references be from Texas County clients. TAD reserves the right to contact all references provided and any other known customers.

1.5 Documents Available for Inspection (if applicable)

None

1.6 Pre-Proposal Meeting

There is not a pre-proposal meeting scheduled for this RFP.

1.7 Proposal Due Date

The deadline for submitting responses to this RFP is **Friday July 17, 2020 at 2:00 pm**. Please see Section 2.3 for more details.

1.8 Proposal Delivery Location

Proposals must be delivered to the following location:

Tarrant Appraisal District – Homestead Exemption Research Services RFP
Attn: Jeff Craig, Director of Administration
2500 Handley-Ederville Rd.
Fort Worth, TX 76118

1.9 Proposal Opening.

All Proposals received shall be publicly announced and recorded at 2:00 PM on the Proposal Due Date at the Proposal Delivery Location (See Section 1.7 and 1.8 above)

1.10 Contact Person

Buyer’s Contact Person for this RFP is:

Jeff Craig,
Director of Administration
JCraig@TAD.org

Please refer to Section 2.7 for further information on who may and may not be contacted regarding this RFP.

1.11 Questions and Requests for Amendments

Any questions, requests for information, or requests for amendments to this RFP must be submitted via email ONLY to Jeff Craig at JCraig@TAD.org no later than **5:00 pm, Thursday, July 2, 2020** in accordance with Section 2.1 of this RFP.

Section 2 General Instructions

2.1 Questions and Requests for Amendment to RFP

If a Proposer (I) has questions about the RFP, (II) finds discrepancies, omissions, or ambiguities in the RFP, or (III) believes any term or condition of the RFP is unreasonable, Proposer should request an amendment to the RFP. The request should reference the RFP section at issue and include any specific language that Proposer recommends using.

All requests for amendment must be submitted to the Contact Person in writing (via email) and, unless otherwise specified in Section 1.10 of the RFP, be received by the Contact Person at least ten (10) calendar days before the Proposal Due Date. Questions and requests for amendments directed to the Contact Person shall not constitute a formal protest of the RFP. Failure to request an interpretation or change will be considered evidence that Proposer understands and agrees to the provisions of the RFP.

The posting of a written amendment (www.tad.org) is the only official method by which interpretations, clarifications, changes, or additional information will be given by TAD prior to the opening of Proposals. Any other interpretation, clarification, change, or information will have no legal effect.

TAD reserves the right to amend, cancel, or reissue the RFP at its discretion. This included the right to change the Proposal Due Date and the Contract award date.

2.2 Format/Content of Proposals

- A. If a Proposal Format is specified in the RFP, Proposers should follow that format.
- B. Proposals should be prepared simply and economically, providing a straight forward, concise description of Proposer's ability to provide services sought by the RFP. Bindings and covers will be Proposer's discretion.
- C. When responding to specific questions, please reprint each question in its entirety before the response.
- D. All corrections must be initialed.
- E. Proposals shall be limited to a page size of 8 1/2" x 11". Font size less than 11-point is discouraged. The Proposal shall be indexed and all pages sequentially numbered.
- F. Except as may be specifically requested in the Proposal Format, Proposer may not impose any additional terms or conditions to any aspect of the RFP. TAD objects to and shall not be required to consider any additional terms or conditions submitted by Proposer, including any appearing in the Proposal. In submitting a Proposal, Proposer agrees that any additional terms or conditions shall have no force or effect. Any failure to comply with the terms and conditions of the RFP, including those specifying information that must be submitted with a Proposal, may result in rejection of the Proposal. Proposer must follow the process set forth in Section 2.1 ("Questions and Request for Amendments").
- G. Unless otherwise requested by TAD, Proposers should make only one proposal for each RFP item. Multiple offerings, alternates (unless any are specifically requested by TAD) and/or stipulations may be cause for rejection of a Proposal.
- H. Price of offerings shall be inclusive of ALL costs (including but not limited to administrative cost for submission of all required paperwork on TAD's behalf and any other costs) and will be the only compensation given to Proposer for the required services herein.
- I. All prices submitted under the RFP shall be indelible. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator.

Erasure of corrected bids will be considered non-responsive for the corrected item(s) only, and may render the entire Proposal as nonresponsive.

- J. Failure to sign any form requiring a signature may be grounds for rejecting a Proposal.

2.3 Submission of Proposals

- A. The location and deadline for submitting Proposals is set forth in Section 1 of the RFP. Proposers are fully responsible for meeting these requirements. Reliance upon mail or public carrier is at Proposer's risk. Late bids will not be considered.
- B. Proposer shall submit:
 - a. One (1) original signed version of its Proposal clearly marked as "Original". The Proposal must be signed by an officer or employee having legal authority to legally bind Proposer.
 - b. One (1) hard copy of the entire Proposal.
 - c. One (1) scanned copy (in .pdf format) of entire Proposal on a USB Drive; large files may be scanned as several separate .pdf files.

All copies are to be placed in a sealed package. The outside must be marked with (1) the RFP Title, and (2) Proposer's name, address, contact person, and telephone number.

It is the sole responsibility of each Proposer to assure all copies are EXACT duplicates of the original Proposal.

2.4 Evaluation of Proposals

- A. Buyer will determine the qualifications, interest, and availability of Proposers by reviewing all Proposals and, when deemed necessary in the sole discretion of Buyer, by conducting formal interviews of selected Proposers that are determined to be the best qualified based upon evaluations of the Proposal.
- B. The determination of which Proposers are "best qualified" will be based upon the criteria set forth in the RFP.
- C. Before making an award, Buyer reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of Proposals. Failure to provide any requested clarification, revisions, or information may result in rejection of the Proposal.
- D. Buyer reserves the right to accept or reject any and all Proposals, or separable portions, thereof, and to waive any minor irregularity, technicality, or omission if Buyer determines that doing so will serve Buyer's best interest. Buyer may reject any Proposal not submitted in the manner specified by the RFP.

2.5 Negotiation and Award of Contract

- A. Generally, Buyer will negotiate first with the highest ranked Proposer. If an agreement cannot be reached with the highest ranked Proposer, Buyer reserves the right to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.
- B. Buyer may make an award within ninety (90) days after the date of the Proposals are due, during which period the Proposals shall remain firm and shall not be withdrawn. Any Proposals that expresses a shorter duration may, in Buyer's sole discretion, be accepted or rejected. If award is not made within ninety (90) days, the Proposal shall remain firm until either the Contract is awarded or the Buyer received from Proposer written notice that the Proposal is withdrawn. Buyer will not accept an amended Proposal after the date and time Proposals are due.

- C. Except as may otherwise be expressly set forth in the RFP, Buyer intends to award one contract, but reserves the right to enter into a contract with multiple Proposers or to reject all Proposals.

2.6 Terms of Agreement

After award to the successful Proposer, Buyer and Proposer will enter into a written agreement (the "Contract") incorporating the terms of the RFP, the successful Proposal, and the other terms and conditions as may be agreed to between the parties. To the extent the Proposal contains exceptions to or modifications of the RFP, such exceptions or modifications are stricken unless Buyer affirmatively accepts the exceptions or modifications in the Contract. Buyer will not be obligated to pay Proposer for the RFP services until the Contract is signed by both parties and payment will be made per the specific terms of the final agreement. Buyer retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract.

If the successful Proposer fails to perform the Services as agreed, Buyer reserves the right to (1) issue a new solicitation for the Services; (2) reopen the RFP for the purpose of negotiating and awarding a second contract to another Proposer in accordance with the criteria and processes set forth herein; and/or (iii) take such other actions permitted by law.

2.7 Ex-Parte Communications

Communications regarding the RFP by a potential vendor, service provider, bidder, lobbyist, or consultant to an employee or official of a tax unit in Tarrant County or TAD staff or Board of Directors are prohibited.

These prohibitions on ex-parte communications **do not apply** to the following:

- Communications regarding the RFP to the Director of Administration provided the communication is limited strictly to matters of process or procedure already contained in the RFP.

The period for these prohibitions commences upon the advertisement of the RFP and terminates after the contract is signed

2.8 Cost of Developing RFP Proposals

All costs related to the preparation of Proposals and any related activities are the sole responsibility of Proposer. Buyer assumes no liability for any costs incurred by Proposers throughout the entire selection process.

2.9 Proposal Ownership

All Proposals, including attachments, supplementary materials, addenda, etc., shall become property of Buyer and shall not be returned to Proposer. Buyer will have the right to use any and all ideas or adaptation of ideas presented in any Proposal. Acceptance or rejection of a Proposal shall not affect this right.

2.10 Proposer Representations

In submitting a Proposal, Proposer understands, represents, and acknowledges the following (if Proposer cannot so certify to any of the following, Proposer shall submit with its Proposal a written explanation of why it cannot do so).

- The Proposal is submitted in good faith and without any prior or future consultation or agreement with any other respondent or potential respondent;

- To the best of the knowledge of the person signing the Proposal, neither this Proposer, its affiliates, subsidiaries, owners, parties, principals or officers:
 - Is currently under investigation by any governmental authority for conspiracy or collusions with respect to bidding on any public contract;
 - Is currently under suspension or debarment by any governmental authority in the United States;
- Proposer has read and understands the RFP terms and conditions, and the Proposal is submitted in conformance with those terms and conditions.
- All representations made by Proposer to Buyer in connection with the RFP have been made after a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Proposal.
- Proposer shall indemnify, defend, and hold harmless Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Proposal.
- All information provided by, and representations made by, Proposer are material and important and may be relied upon by Buyer in awarding the Contract.

Section 3

General Terms and Conditions of Agreement

These terms and conditions are, by reference, incorporated into and made a part of the Tarrant Appraisal District (TAD) **REVISED March 23, 2020** "Homestead Exemption Research Services" Request For Proposals" (RFP) and any and all subsequent contract awards and purchase orders.

3.1 Late Submissions

RFP's received by the TAD after the submission deadline will be considered void and unacceptable and will be returned to the Proposer unopened. The TAD is not responsible for lateness or non-delivery of mail, carrier, etc.

3.2 Altering Submissions

RFP's cannot be altered or amended after the submission deadline. Any interlineations, alteration, or erasure made before opening must be initialed by the signer of the RFP guaranteeing authenticity.

3.3 Withdrawal of RFP

A RFP may not be withdrawn or cancelled by the individual/firm without the TAD's permission for a period of ninety (90) days following the date designated for the receipt of RFP's, and the individual/firm so agrees upon submittal of its RFP.

3.4 Funding

Funds for payment have been provided through the TAD budget approved by its Board of Directors for this fiscal year only. Texas state statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise after the end of the current fiscal year shall be subject to budget approval.

3.5 Sales Tax

The TAD is exempt from payment of Texas sales tax and federal excise tax.

3.6 Contract

This RFP, when properly accepted or approved by the TAD, will constitute a contract equally binding between the successful individual/firm and the TAD. No different or additional terms will become a part of this contract except upon written changes agreed upon by the parties.

3.7 Independent Contractor Status

The selected individual/firm acknowledges that it is an independent contractor, and, as such, understands that the TAD is not liable to the selected individual/firm for any benefits or coverages as provided by the workers' compensation and/or unemployment compensation laws of the State of Texas and that anyone employed by the selected individual/firm shall not be considered an employee of the TAD for purposes of workers' compensation and/or unemployment compensation coverage. Furthermore, the selected individual/firm declares, as an independent contractor, that it has been and will be free from any control or direction by the TAD over its performance of the services and provision of the work products covered by this contract.

3.8 Changes

No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or requirements stated in the resulting contract. All changes to this contract shall be made in writing as agreed upon by the parties.

3.9 Ethics

The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the TAD.

3.10 Lawful Compliance

The selected individual/firm must comply with all relevant federal, state, county and local laws in the performance of the services and provision of the products provided herewith.

3.11 TAD Indemnification

The selected individual/firm shall defend, indemnify, and hold harmless the TAD and all of its officers, agents, and employees from all suits, actions, or other claims of any character, name, or description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the selected individual/firm, and/or any of the selected individual/firm's agents, employees, subcontractors, or suppliers in the execution of, or performance under, any contract award and/or purchase order. The selected individual/firm indemnifies and will indemnify and save harmless the TAD from liability, claim, or demand on its part and its agents, servants, customers, and/or employees whether such liability, claim, or demand arise from event or casualty happening on or within the TAD premises themselves or happening upon or in any halls, entrances, stairways, driveways, parking areas, or approaches of or to the TAD property. The selected individual/firm shall pay any judgment with costs which may be obtained against the TAD growing out of any such injury or damages.

3.12 Wages

The selected individual/firm shall pay or cause to be paid, without cost or expense to the TAD, all such wages and benefits to its employees as required by state and federal law.

3.13 Payment

Unless otherwise specified in the RFP, payment to Proposer for Services shall be made on a mutually agreed upon method. Payment to the selected individual/firm shall be made subsequent to the TAD's receipt and acceptance of the specified work products and within 30 days following the TAD receipt of an accurate invoice for same. Periodic progress payments may be made, subject to verifiable evidence or documentation that indicated work and progress have actually occurred and that such payment is warranted. Any such progress payments may be subject to withholding 10% retainage, with accumulated retainage amounts being paid upon the TAD receipt and acceptance of all specified work products for a particular tax year. Payment for authorized as-needed lawsuit-related services shall be made within 30 days of TAD receipt of accurate invoices for same.

3.14 Termination of Contract

The TAD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the TAD in the event of breach or default of this contract. In the event the selected individual/firm shall fail to perform, keep, or observe any of the requirements, terms or conditions of this contract, the TAD may give the selected individual/firm written notice of such default and, if same is not remedied to the satisfaction and approval of the TAD

within two (2) working days of receipt of such notice, default may be declared and all the selected individual/firm's rights shall terminate.

3.15 Assignment

The selected individual/firm shall not assign, transfer, sell, or convey this contract, in whole or in part, without the prior written consent of the TAD.

3.16 Venue

This contract will be governed and construed according to the laws of the State of Texas and is performable in Tarrant County, Texas.

3.17 Silence of Specifications

The apparent silence of the RFP (including these terms and conditions and the cost submission form) as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the RFP shall be made on the basis of this statement.

3.18 Provision of Services

Proposer shall provide Buyer with all of the services and deliverables described in the RFP, the Proposal and the resulting Contract (collectively, the "Services"). If any services, functions or responsibilities are not specifically described in the RFP, the Proposal or the resulting Contract but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

3.19 Buyer's Right to Make Changes

Buyer may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. Buyer will make an equitable adjustment in the Contract price or the delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Proposer, which shall not be unreasonably withheld. The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Proposer personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

3.20 Service Warranties

Proposer warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry. Proposer shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (1) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Proposer; and (ii) conferring with Buyer for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by Buyer shall not relieve Proposer of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well.

3.21 Buyer Will Assist Proposer

At Proposer's request, Buyer will provide reasonable assistance and cooperation to Proposer, including the supply of any data and information necessary for Proposer to provide the Services. Buyer

will also designate a person(s) who will, on behalf of Buyer, work with Proposer and administer the Contract in accordance with its terms.

3.22 Location Requirements for Services

Unless otherwise stated in the RFP on the Proposal, all of the Services shall be performed within the United States.

3.23 Use of Subcontractors: Flow –Down Provisions

Except to the extent the use of subcontractors is disclosed in the Proposal or consented to in writing by Buyer, Proposer shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Proposer will be responsible for the acts or omissions of its subcontractors. Proposer will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts.

3.24 Meetings and Reports

Proposer must attend all meetings and public hearings relative to the Service where its presence is determined to be necessary and requested by Buyer and Proposer can reasonably schedule its appearance.

3.25 Loss of Data

If any Buyer data or record is lost or corrupted due to the negligence of Proposer or any of its subcontractors or agents, Proposer shall be responsible for correcting and recreating all production, test, acceptance, and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by Buyer. This remedy shall be in addition to any other remedy Buyer may be entitled to by law or the Contract.

3.26 Best Pricing for Comparable Services to Other Government Entities

Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Proposer offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Contract (“Better Pricing”), then the price under the Contract shall be immediately reduced to the better price. Buyer may require Proposer to certify on an annual basis that Better Pricing (as defined above) does not exist.

3.27 Buyer’s Right to Suspend Work

Buyer may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Proposer at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Proposer, Buyer shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Proposer to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Proposer shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

3.28 Buyer’s Remedies upon Proposer Default

Any one or more of the following events, if not cured within ten (10) calendar days after Proposer’s receipt of written notice thereof, shall constitute an “Event of Default” on the part of the Proposer: (1) Proposer fails to perform the Services within the time specified in the Contract or any

extension, (2) Proposer fails to maintain adequate progress, thus endangering performance of the Contract, (3) Proposer fails to honor any other material term of the Contract, or (4) Proposer fails to abide by any statutory, regulatory, or licensing requirement. Buyer may extend the 10-day cure period in its discretion.

In addition, the following shall constitute an immediate Event of Default with no right cure: (I) Proposer is found to have made a false representation.

Upon an "Event of Default" on the part of Proposer, Buyer will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to Buyer under the Contract are distinct, separate, and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Proposer was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued of the convenience.

3.29 Transition Services

At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), Buyer may request Proposer to provide reasonable transition assistance services ("Transition Assistant"). Proposer shall provide such Transition Assistance until such time as Buyer notifies Proposer that Buyer no longer requires such Transition Assistance, but in no event for more than 190 days following the Termination Date.

Transition Assistance shall mean any services, functions, or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either Buyer itself or a third party contractor). Transition Assistance includes the development and implementation or a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by Buyer, those third parties shall cooperate with Proposer in its provisions of Transition Assistance and sign any reasonable non-disclosure agreements required by Proposer.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to Buyer. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such services, which rates shall not exceed the standard market rates that Proposer charges to government entities for comparable services; provided however, that if Buyer terminates the Contract because of a breach by Proposer, then (I) the Transition Assistance shall be provided at no cost to Buyer, and (ii) Buyer will be entitled to any other remedies available to it under law. Proposer may withhold Transition Assistance after the Termination Date if Buyer does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Proposer in accordance with the invoicing and payment provisions of the Contract.

3.30 Force Majeure, Notice of Delay, and No Damages for Delay

Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors, or agents). Proposer shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Proposer could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonable foreseeable, within five (5) calendar days after the date Proposer first had reason to believe that a delay could result. Based upon such notice, Buyer will give Proposer a reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing

notice in strict accordance with this paragraph is a condition precedent to such remedy. THE FOREGOING SHALL CONSTITUTE PROPOSER'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. No claim for damages, other than for an extension of time, shall be asserted against Buyer. Proposer shall not be entitled to an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

3.31 No Waiver

The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, Buyer's payment for the Services shall not release Proposer of its obligations under the Contract and shall not be deemed a waiver of Buyer's right to insist upon strict performance hereof.

3.32 Security Procedures

Proposer and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Texas and Buyer in performance of the Contract. Buyer agrees that any security procedures imposed by Buyer specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

3.33 Restrictions on the Use or Disclosure of Buyer's Information

Proposer shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Proposer or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of Buyer. At Buyer's request, all information furnished by Buyer will be returned to Buyer upon completion of the Services. Proposer shall not be required to keep confidential any information that has already been made publicly available through no fault of Proposer or that Proposer developed independently without relying on Buyer's information. To ensure confidentiality, Proposer shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

3.34 Protection of Proposer's Trade Secrets and Other Confidential Information

Any specific information that Proposer claims to be a trade secret or otherwise exempt from the Texas Public Records Law must be clearly identified as such by Proposer on all copies furnished to Buyer. Buyer agrees to notify Proposer of any third party request to view such information, but it is Proposer's obligation to obtain a court order enjoining disclosure. If Proposer fails to obtain a court order enjoining disclosure within five (5) business days of Proposer's receiving notice of the request, Buyer may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Proposer's consent and will not be

deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

3.35 Warranty of Ability to Perform

Proposer warrants that (I) it is ready, willing and able to perform its obligations under the Contract, and (II) to the best of Proposer's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Proposer's ability to satisfy its Contract obligations. Proposer shall immediately notify Buyer in writing if its ability to perform is compromised in any manner during the term of the Contract.

3.36 Warranty of Authority to Sign Contract

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

3.37 Certificate of Interested Parties (Form 1295)

The following information regarding Form 1295 Information applies ONLY to an awarded individual/firm.

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the individual/firm agrees to comply with HB 1295, Government Code 2252.908. The individual/firm agrees to provide Tarrant Appraisal Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended or extended contract.

The Filing Process:

1. Prior to award by TAD, the individual/firm will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." The individual/firm must print and complete Form 1295.
3. Within ten (10) business days from notification of pending award by the TAD Purchasing Agent, the completed Form 1295 must be submitted to the TAD.
4. The individual/firm will need to repeat the process and obtain a separate Form 1295 each time they enter into a new contract, renew a contract or make modification, and/or amendments to a TAD contract.

3.38 Conflict of Interest Disclosure Requirement

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local

governmental entity (i.e. TAD) must disclose in the Questionnaire Form CIQ (“Questionnaire”) the person’s affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the TAD no later than seven days after the date the person begins contract discussions or negotiations with the TAD, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the TAD. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is available at:

<https://www.ethics.state.tx.us/forms/conflict/>

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

NOTE: If you are not aware of a Conflict of Interest in any business relationship that you might have with TAD, state Vendor name in the # 1, use N/A in each of the areas on the form. However, a signature is required in the #7 box in all cases.

The TAD Board members are Mike O’Donnell, John Molyneaux, Rich DeOtte, Katherine Wilemon, Gary Losada and Wendy Burgess. The TAD’s Chief Appraiser is Jeff Law.

3.39 Prohibition on Contracting With Companies That Boycott Israel

The individual/firm acknowledges that in accordance with Chapter 2270 of the Texas Government Code, TAD is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. By signing this contract, the individual/firm certifies that the individual/firm’s authorized representative’s signature provides written verification to TAD that the individual/firm: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. *Revised August 31, 2017*

3.40 Companies Engaged In Business With Iran, Sudan, Or Foreign Terrorist Organization.

Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

Section 4 Description of Services and Deliverables

Scope of Services

The primary purpose of the Homestead Exemption Research Service is to ensure that the homestead exemption records of properties in Tarrant County are as fair and correct as possible, for the benefit of all taxpayers.

This contract shall be for a period to be determined after the evaluation, demonstration and the contract negotiations related to the RFP submissions has been completed.

Proposer shall perform the following Services

- Proposal submitted to the TAD shall include **three (3) options**, a full “turn-key” proposal as well as one proposal for basic data analysis only and one proposal that is a combination or “hybrid” of the other two options.

Option 1: Basic Review Services:

Proposer provides evaluations and review services and provides the TAD with a scored data list, or series of lists, of accounts with the potential for improper exemption status.

Option 2: Intermediate Review Services:

Proposer provides more of an “ala carte” option to provide some services. For example, categorization by reason, analysis support to the TAD staff, analysis tools to support TAD research, support of evaluation results and scored data, and provides TAD with a list, or series of lists, of possible and potential accounts with improper exemption status.

Option 3: Full or “Turn Key” Review Services:

Proposer provides evaluations and review services, vets the data returned as a result of the review, performs additional investigation services through communications, inquiries and/or correspondence directly with property owners and/or occupants of flagged properties, and provide to the TAD a list or series of lists of reliable and verified accounts with improper exemption status.

- Research and verification of eligibility for receiving homestead exemptions for various taxing entities in Tarrant County, Texas. Eligibility requirement for any type of homestead exemption shall be defined and determined based on the requirements and limitations found in the Texas Property Tax Code
- Meet with the Tarrant Appraisal District’s designated representative(s) to establish time frames, milestone events, progress reports, and report formats and data to be reported. Vendor will provide a reporting format of the information acceptable to the TAD.
- Provide the TAD with the required database elements needed to facilitate an analysis of parcel owner exemption records (including but not limited to parcel identification number; owner names; addresses). The records may be batched in volumes commensurate with the TAD’s ability to process the research results.

- Provide training to a designated employee(s) of the TAD as to all aspects of the research services analysis and conclusions provided.
- Compare and cross reference the TAD's homestead exemption records to national databases to help confirm eligible owners and occupants to include but not limited to: internet search engines; public records such as marriage licenses; divorce actions; death records and probate actions; driver's license records where available; voting registration lists; property ownership records; jury lists; and any other source of public or private data deemed reliable and legally available.
- Prepare a detailed summary of the findings of the national database search with recommendations based on mutually agreed criteria of confidence levels. Information provided by the vendor on a case that was already identified and being pursued by TAD staff will not be included in the contract once the vendor is notified by TAD. A web-based reporting format is preferred.
- Prepare a detailed individual summary of individual findings for defense of the actions taken by TAD if the findings indicate a property is receiving an improper homestead exemption. The vendor shall submit a sample detailed summary with its RFP response.

Total cost shall be inclusive of all projected expenses, including but not limited to transportation, meals, lodging, long distance calls, photocopying services, etc. Proposers must explain any exception or deviation from the requirements in accordance with the applicable terms of this RFP. Exceptions are deemed rejected unless accepted in writing by TAD.

Solution/Service Demonstrations

After initial review of the proposals, the Vendor shall provide a demonstration of its database search results and investigative results. The demonstration will be performed against a sample of TAD's current data base that will be provided to each proposer. The demonstration should include a full description of the processes and types of data used in the assessment.

Test A will be a full assessment of the entire homestead file with the results in the form of totals of affected properties tallied by total (1) count* and (2) potentially erroneously exempted market value**. The results will further be delineated by the following categories:

- (a) Multiple homesteads
- (b) Deceased homeowner
- (c) Not primary residence
- (d) Other

**count totals should be based on the single property account and not based on the multiple jurisdictions that may grant the various homestead exemptions*

***because exemption amounts can vary per jurisdiction, please report the County value*

Test B will consist of a group of properties to be determined based on the number of results in Test A. A random selection of results from Test A (not to exceed 2%) shall include samples of the output product that will become the deliverable under options one, two and three.

Company Profile

- Provide the address and phone number of the U.S. based corporate office.
- Provide a brief history of company(s) including all products and services offered.
- Indicate number of years the organization has been in business as a provider of homestead review services as described in this RFP.
- State the total number of employees dedicated to homestead exemption review services employed, and the number you intend to utilize in the completion of the specific project described in this RFP.

(End of Section 4 - Remainder of page intentionally left blank)

Attachment A

PROPOSAL FORMAT

To maintain comparability and facilitate the evaluation process, Proposals shall be organized in the manner set forth below. Tab delineations for each section would be helpful.

1. Title Page: Include RFP Title, Proposer's full name, address, phone number.
2. Cover Letter. Include the following:
 - Date of Letter.
 - RFP Title
 - Proposer's full name, address and phone number.
 - Names of the persons who will be authorized to make representations for the Proposer, their titles, addresses (including email address) and telephone numbers
 - Proposer's Federal Employer ID Number.
 - Acknowledgement that (I) the Proposal is based on the terms set forth in the RFP and all amendments thereto posted on TAD's website as of the date of the Proposal, and (II) the Proposer will be responsible for monitoring TAD's website or contacting Director of Administration for subsequent amendments and for either maintaining, amending or withdrawing the Proposal prior to the Proposal Due Date based on those subsequent amendments.
 - Signature of Authorized Representative.
3. Proof of Minimum Requirements. Proposals will ONLY be accepted from companies meeting the minimum requirements in Section 1 of the RFP. Proposer must provide clear documentation that they meet the minimum requirements.
4. Statement of Qualifications. This portion of the Proposal will be used to provide the information Buyer needs to evaluate how well the Proposer meets the criteria listed in Attachment B - Evaluation Criteria. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Proposal as nonresponsive.

Attachment B:

HOMESTEAD EXEMPTION RESEARCH SERVICES REQUEST FOR PROPOSALS EVALUATION AND SELECTION PROCESS

Evaluation of proposals will be conducted by an evaluation committee comprised of qualified TAD staff. The committee will evaluate, score, and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which will indicate the Committee's collective ranking of the highest rated proposal in a descending order. Based on the response to this RFP, the Selection Committee may select and/or recommend to the Board of Directors for Tarrant Appraisal District an individual/firm qualified to provide to TAD the services required under this RFP.

The following criteria will be used for evaluating Proposals for Tarrant Appraisal District and will be based on certain objective and subjective considerations as listed below:

Compliance with RFP Instructions

The proposal will be evaluated for general compliance with the instructions issued in the Request for Proposals.

- | | |
|--|-------------------------------------|
| ▪ Letter of Introduction and Executive Summary | Maximum points available: 5 points |
| ▪ Project Approach and Work Plan | Maximum points available: 30 points |
| ▪ Project Team Qualifications & Relevant Experience | Maximum points available: 30 points |
| ▪ Proposed Cost of Service | Maximum points available: 35 points |

Total Score (100 possible points)

Award of this contract will be based on the selection criteria stated above and pertinent information provided in requested Proposal Format relating to the company's experience, qualifications, personnel, availability, approach, and capability to provide and perform all of the services necessary to complete this project in an effective and timely manner. It is the general policy of the Tarrant Appraisal District, with regards to purchasing, to follow these basic guidelines:

- **Encourage and seek competition among qualified vendors**
- **Actively pursue and obtain goods and services at either the lowest practicable cost to TAD or that provide the best value to the district**
- **Assure that the public resources entrusted to TAD are used appropriately, prudently, and lawfully**
- **Provide responsible vendors (including historically under-utilized businesses) a fair and equitable opportunity to compete for and obtain TAD's business**
- **To encourage and allow qualified minority/women-owned businesses to be involved in the procurement of TAD's goods and services**
- **Prohibit the discrimination of prospective vendors on the basis of race, color, religion, national origin, handicap, or sex in the award of a contract or procurement of goods and services**
- **To consider competition, best value to TAD, and quality of work, to be the ultimate test in contractor, subcontractor, vendor, services, professional services and supplier utilization**

TARRANT APPRAISAL DISTRICT
HOMESTEAD EXEMPTION RESEARCH SERVICES
REQUEST FOR PROPOSALS 2020
FORM 1 OF 3
PROPOSED COST OF SERVICES (BASIC)

Name of Proposer: _____

Option 1: Basic Review Services:

Proposer provides evaluations and review services and provides TAD with a scored data list, or series of lists, of accounts with the potential for improper exemption status.

Proposers Description of Service To Be Provided (if different from description above):

Proposed Cost of Services:

List Any Additional Charges:

TOTAL "NOT TO EXCEED" COST:

Signed

Date

(Attach and note additional pages if necessary)

TARRANT APPRAISAL DISTRICT
HOMESTEAD EXEMPTION RESEARCH SERVICES
REQUEST FOR PROPOSALS 2020

FORM 2 OF 3

PROPOSED COST OF SERVICES (INTERMEDIATE)

Name of Proposer: _____

Option 2: Intermediate Review Services:

Proposer provides more of an “ala carte” option to provide some services. For example, categorization by reason, analysis support to the TAD staff, analysis tools to support TAD research, support of evaluation results and scored data, and provides TAD with a list, or series of lists, of possible and potential accounts with improper exemption status.

Proposers Description of Service To Be Provided (if different from description above):

Proposed Cost of Services:

List Any Additional Charges:

TOTAL “NOT TO EXCEED” COST:

Signed

Date

(Attach and note additional pages if necessary)

TARRANT APPRAISAL DISTRICT

HOMESTEAD EXEMPTION RESEARCH SERVICES
REQUEST FOR PROPOSALS 2020
FORM 3 OF 3
PROPOSED COST OF SERVICES (FULL)

Name of Proposer: _____

Option 3: Full or “Turn Key” Review Services:

Proposer provides evaluations and review services, vets the data returned as a result of the review, performs additional investigation services through communications, inquiries and/or correspondence directly with property owners and/or occupants of flagged properties, and provide to TAD a list or series of lists of reliable and verified accounts with improper exemption status.

Proposers Description of Service To Be Provided (if different from description above):

Proposed Cost of Services:

List Any Additional Charges:

TOTAL “NOT TO EXCEED” COST:

Signed

Date

(attach and note additional pages if necessary)