



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
 PURCHASING DEPARTMENT  
 411 North 8<sup>th</sup>/DRAWER 990  
 EDINBURG, TEXAS 78541  
 PH: (956) 289-2311  
 FX: (956) 383-7687

# Request for QUALIFICATIONS

NO: 20-109

TITLE: EXTERNAL AUDITOR

CLOSING TIME/DATE:

Closing Time: 2:00 P.M.

Closing Date: July 21, 2020

BUYER:

**ClauDina Longoria, Senior Buyer**

Phone: 956-289-2311, Ext.2135

Fax: 956-383-7687

Email: [d.longoria@ecisd.us](mailto:d.longoria@ecisd.us)

DELIVER BIDS TO:

Edinburg CISD

Office of the Purchasing Director

411 North 8<sup>th</sup> Ave, 2<sup>nd</sup> Floor

Edinburg, TX 78541

This Proposal includes the following forms:

- Intent to Bid
- Vendor Check List
- Standard Terms & Conditions
- Felony Conviction Notification
- Conflict of Interest Questionnaire
- Certification of Interested Parties Example
- Deviation Form
- Authorization for W-9/Direct Deposit
- Special Terms & Conditions
- ATTACHMENT: Proposal Forms

*Amaro Tijerina* 6/24/2020  
 Purchasing Director Date

DATE WEBBED: June 24, 2020

\*Do not deliver Bids/CSPs/RFPs/RFQs to other ECISD locations. All Bids/CSPs/RFPs/RFQs must be delivered to the delivery address above on or before the Bids/CSPs/RFP/RFQs closing time/date. Purchasing will not be responsible for late submittals as per Board Policy CH (LOCAL).

## Vendor Certification

The undersigned, by his/her signature, represents the he/she is authorized to bind the bidder to fully comply with the terms and conditions on this bid, including all forms and attachments included herein, for the amount(s) shown on the accompanying bid form(s), if accepted within sixty (60) calendar days after bid opening. **Note: Bidder is strongly encouraged to read the entire Solicitation prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.**

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

Telephone 1-800-\_\_\_\_\_

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

Or: \_\_\_\_\_

City: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

\_\_\_\_\_  
 (Signature of Person Authorized to Sign Bid)

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

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

Title: \_\_\_\_\_

(Please print or type name above)

I can deliver in \_\_\_\_\_ days. Early Payment Discount \_\_\_\_\_% if Paid in \_\_\_\_\_ Days, Net 30

## INTENT TO BID

Fax, this page only, if solicitation was not faxed or e-mailed directly to your company. All other solicitation documents must be enclosed in a sealed envelope and mailed to the Purchasing Department.

This page is required if solicitation was downloaded without receiving an invitation by the District. Please complete and fax to 956-383-7687 immediately in order to be added to the vendor list and receive addendums or updates regarding this solicitation. It is the intent of the Purchasing Department to ensure that all interested vendors receive addendums or updates, but it will be the vendor's responsibility to check the Purchasing site periodically. If there are addendums posted on the site and your company has not been notified by fax or e-mail, it will be the vendor's responsibility to download from Purchasing site and make sure to include with their packet.

The Edinburg CISD Purchasing solicitations and addendums are available on line at [www.ecisd.us](http://www.ecisd.us).

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**STREET ADDRESS 2:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_

**ZIP CODE:** \_\_\_\_\_

**WORK PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**WEB SITE:** \_\_\_\_\_



## VENDOR CHECK LIST

- |                                                                   |     |     |     |    |
|-------------------------------------------------------------------|-----|-----|-----|----|
| 1. Signed Standard Terms & Conditions                             | ___ | Yes | ___ | No |
| 2. Signed Felony Conviction Notification                          | ___ | Yes | ___ | No |
| 3. Signed Conflict of Interest Questionnaire                      | ___ | Yes | ___ | No |
| 4. Signed Deviation Form                                          | ___ | Yes | ___ | No |
| 5. Read and understood Special Terms & Conditions                 | ___ | Yes | ___ | No |
| 6. Filled out Bid Form                                            | ___ | Yes | ___ | No |
| 7. Completed & submitted W9/Authorization for Direct Deposit Form | ___ | Yes | ___ | No |
| 8. Signed Certification of Interested Parties (Form 1295)         | ___ | Yes | ___ | No |
| 9. Completed & signed Vendor Check List                           | ___ | Yes | ___ | No |

I have read all the specifications and general bid requirements and do hereby certify that all items submitted meet all specifications, conditions, and instructions of said solicitation, and will follow District policy DBD (Local). The signature below confirms that our company will enter into a binding contract with Edinburg CISD for item(s) awarded to our company.

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

\_\_\_\_\_  
Print/Type Signature Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official Title



**STANDARD TERMS & CONDITIONS**

(REVISED SEPTEMBER 2018)

PLEASE READ THE FOLLOWING CAREFULLY, AND RETURN THE SIGNATURE PAGE WITH YOUR BID OR PROPOSAL.

The following terms and conditions are requirements that are binding upon the vendor awarded the bid and they communicate the Edinburg School District's expectations in regard to the bidder's performance in connection with the district's purchase.

1. **Seller of Package Goods:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:
  - a. Seller's name and address;
  - b. Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable;
  - c. Container number and total number of containers, e.g. box 1 of 4 boxes; and the number of the container bearing the packing slip.
  - d. Seller shall bear cost of packaging unless otherwise provided.
  - e. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications.
  - f. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **Shipment under Reservation Prohibited:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **Delivery Terms and Transportation Charges:** F.O.B. Destination Freight Prepaid unless terms are specified otherwise in bid:
5. **No Placement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **Place of Delivery:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."
7. **Invoices:** Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice. Mail to:

**Edinburg Consolidated Independent School District  
Attn.: Accounts Payable Department  
Drawer 990  
Edinburg, Texas 78540-0990**
8. **Payments:** The payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable Department advised of any changes in your remittance addresses.
9. **Taxes:** Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.
10. **Gratuities:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
11. **Special Tools and Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
12. **Warranty Price:** The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.



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13. **Warranty Products:** Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.
14. **Safety Warranty:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 15 working days, correction made by Buyer will be at Seller's expense.
15. **No Warranty by Buyer against Infringements:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, the Seller will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
16. **Right of Inspection:** Buyer shall have the right to inspect the goods at delivery before accepting them.
17. **Cancellation:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.
18. **Termination:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
19. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
20. **Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
21. **Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
22. **Modifications:** This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.
23. **Interpretation Parole Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
24. **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.
25. **Advertising:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.



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26. **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/hers business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
27. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
28. **Prohibition Against Personal Interest in Contracts:** Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code. Chapter 171.
29. **Penalties for Non-Performance:** If, at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the Edinburg Consolidated Independent School District reserves the right to:
- Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
  - Deduct such charges from existing invoice totals due at the time, or
  - Cancel the contract within thirty (30) days written notification of intent
30. **Right to Investigate:**
- Capacity
  - Financial Information
  - Business Records (Federally Funded Contracts)
31. **Bidder Qualification:** Bidders not on the District's bid list, may be required to prove their qualifications concerning the following criteria:
- Financial capabilities
  - Bonding status
  - Contractual history (references)
  - Ability to fulfill and abide by the terms and specifications
  - Quality and stability of product and sources
32. **District Bid Forms:** Bid proposal not submitted on District's bid forms will be rejected. Faxed or e-mail submittals will not be accepted. These forms of submittals will be destroyed or deleted and the vendor will be notified immediately.
33. **Addendums:** In the event that it becomes necessary to clarify or revise this solicitation, such clarification or revision will be by an addendum. Any addendum will be posted on the District's Purchasing Website. It will be the vendor's responsibility to check the site for any and all addendums. Any addendums to this solicitation shall become part of this solicitation. It is also at the Districts discretion to fax or email addendums as deemed necessary.
34. **Delinquent School Taxes:** The Edinburg CISD shall not do business with any individual or company that is delinquent in the payment of their school taxes. In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low Contractor or successful proposer indebted to the District.
- \_\_\_\_\_ I am not a delinquent taxpayer to the Edinburg CISD.
- \_\_\_\_\_ I am a delinquent taxpayer to Edinburg ISD (your bid may be disqualified if your debt is not cleared prior to award.)
35. **"OR EQUAL" Products:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal", if not inserted, shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. The District reserves the right to waive any or all technicalities, and shall be the sole judge in determining equality, technicalities and formalities. Bidders offering substitute items must indicate manufacturer's name and model number.
36. **Deviation(s)** – Any deviation(s) to the specification(s) shall be listed on a separate sheet(s) of paper and attached to the bid response form identifying the section number, component(s) with deviation(s) and a clearly defined explanation for the deviation(s). It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
37. **Right to award:** The District reserves the right to award the bid in its entirety, partially, or reject it. The District reserves the right to buy any and/or all supplies from any vendor.
38. **Right to increase or decrease quantities:** The District reserves the right to increase or decrease the number of articles called for in any item of the specifications or to eliminate items entirely. Bidder's proposal will be adjusted in accordance with the unit price quoted therein.
39. **Renewal Option for Term Contracts:** There will be a renewal option to extend this term contracts, if applicable, for an additional one (1) year period if all parties agree to the renewal in writing and all bid prices, discounts, terms and conditions remain the same. In no instance shall this extension be considered automatic.



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40. **Warranty & Guarantees:** Except as otherwise specified, the bidder warrants and guarantees all work against defects in materials, equipment or workmanship for one (1) year from the date of final acceptance. Upon receipt of written notice from the District of the discovery of any defects, the bidder shall remedy the defects and replace any property damaged there from occurring within the warranty and guarantee period.
41. **Evaluation Factors:** The bid award shall be based on the following evaluation factors:
- a. the purchase price;
  - b. the reputation of the vendor and of the vendor's goods or services;
  - c. the quality of the vendor's goods or services;
  - d. the extent to which the goods or services meet the district's needs;
  - e. the vendor's past relationship with the district;
  - f. the total long-term cost to the district to acquire the vendor's goods or services
42. **Non-Collusive Bidding Certification:** By submission of this bid or proposal, the bidder certifies that:
- a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
  - b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
  - c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
  - d. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.
43. **EEOC Non-Discrimination Statement:** It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
44. **Conflict of Interest Disclosure:** Pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with Edinburg CISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001 (1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code.
45. **Certificate of Interested Parties:** All Bids, CSPs, RFPs, RFQs prior to award or award of Contract by the School Board will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor. All Vendors being recommended to the Board of Trustees for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be submitted as a required form for this solicitation. There is no charge for this TEC online process.
- Texas Ethics Commission (TEC) Form 1295 must be completed (by firm – on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" site at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)). The TEC website includes Question/Answers and Video instructions.
46. **Declaration of Business Location** – Texas Education Code 44.031 (b)(8). By signing below, Contractor certified the Contractor's or the Contractor's ultimate parent company or majority owner:
- \_\_\_\_ A. Has its principal place of business in the State of Texas; OR \_\_\_\_ B. Employs at least 500 persons in the State of Texas  
\_\_\_\_ C. Principal Place of business is not in the State of Texas: \_\_\_\_\_(City,State)
47. **Owner(s) Name of Business:** By signing below, Contractor certified the owner(s) name of the business submitting bid is/are: (Please print name(s) below. If not applicable, please indicate N/A.)
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
48. **Texas Historically Underutilized Business (HUB)** - Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm: Contractor certified the Bidder's company is HUB certified with the State of Texas.
- \_\_\_\_ I am an Active certified HUB vendor. HUB expiration date: \_\_\_\_\_  
\_\_\_\_ Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms  
\_\_\_\_ I am neither.
49. **Criminal History Record Information Review of Certain Contract Employees:** By signing below, the Contractor agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Contractor, if awarded a contract, shall obtain criminal history record information through the \_\_\_\_\_



criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The contractor agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Contractor further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

\_\_\_\_\_ None of my employees and any of the subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

**OR**

\_\_\_\_\_ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if a the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedures; or (c) an equivalent offense under federal law or the laws of another state. IF AVAILABLE, ATTACH A COPY OF YOUR FAST PASS RECEIPT.
2. If you received information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

50. **Contract Provisions for contracts under Federal Awards:** By submission of this bid, Contractor agrees to comply with the following provisions.

- 50.1 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council (Councils) as authorized by 41 U.S.C.1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 50.2 All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
- 50.3 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 50.4 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$12,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C 3141-3144, and 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Finance and Assisted Construction"). In accordance with the statue, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (20 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from including, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must repair all suspected or reported violation to the Federal awarding agency.
- 50.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is



**RFQ 20-109, EXTERNAL AUDITOR**

compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no

laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 50.6 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 50.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 50.8 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 50.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.
- 50.10 A an entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

51. Debarment and Suspension (Executive Orders 12549 and 12689): By signing below Contractor certified that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

52. Vendor must comply with H.B. No. 89 Chapter 2270. Prohibition on Contracts with Companies Boycotting Israel.

**I, the undersigned authorize agent for the company named below, certify that the information concerning Section 1-52 listed above has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Sections 1-52 listed above.**

\_\_\_\_\_  
Print/Type Signature Name

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



**FELONY CONVICTION NOTIFICATION**

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State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or 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 the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice Is Not Required of a Publicly-Held Corporation

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

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Authorized Company Official's Name (Printed)

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

\_\_\_\_\_  
Signature of Company Official

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

\_\_\_\_\_  
Signature of Company Official

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

\_\_\_\_\_  
Names of Felon(s)

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

\_\_\_\_\_  
Signature of Company Official



# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by the H.B. 1491 80<sup>th</sup> Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attached additional pages to this form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?  
 Yes     No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income,  
 Yes     No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  
 Yes     No
- D. Describe each employment or business relationship with the local government officer named in this section

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



## CERTIFICATION OF INTERESTED PARTIES – FORM 1295

### Definitions and Instructions for Completing Form 1295

Edinburg Consolidated Independent School District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Edinburg CISD from entering into a contract resulting from a Bid, CSP, RFP, RFQ, Inter-local Cooperative Quote with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Edinburg CISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

**As a “business entity,” vendors must electronically complete, print, manually fill out Unsworn Declaration portion and sign. Once form is completed, submit with your proposals or contracts even if no interested parties exist.**

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

- Proposers must use the filing application on the Texas Ethics Commission’s website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity.
- The completed Form 1295 with the certification of filing must be filed with Edinburg Consolidated Independent School District by including a copy of the completed form with the proposal response.
- Edinburg CISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after the date the contract binds all parties to the contract.
- After Edinburg CISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from Edinburg CISD.

### Instructions to Vendors:

1. Read these instructions,
2. Go to the Ethics Commission Website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm),
3. Register and complete Form 1295 online - include the bid/proposal # and the contract/(Bid,CSP,RFQ,RFP name),
4. Print a copy of the submitted Form 1295 and sign - it will have a certification # in the top right corner,
5. Include a copy of the completed, signed Form 1295 with the proposal response.

### Definitions:

- **Interested Party:** a person who:
  - 1) has controlling interest in a business entity with whom Edinburg CISD contracts; or
  - 2) actively participates in facilitating a contract or negotiating the terms of a contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Controlling Interest** means:
  - 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - 2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - 3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
  - 1) receives compensation from the business entity for the person’s participation;
  - 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - 3) is not an employee of the business entity.
- **Business Entity:** includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity.

### Resources:

#### Form 1295 Frequently Asked Questions:

- [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

#### Instructional Video – First Time Business User:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

#### Instructional Video – How to Create a Certificate:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>











## Edinburg Consolidated Independent School District Substitute W-9 & Direct Deposit Authorization Form

Complete form if: 1. You are a U.S. entity (including a resident alien) 2. You are a vendor that provides goods or services to ECISD; AND 3. You will receive payment from the Edinburg Consolidated ISD	New Request <input type="checkbox"/>	Update – Select from the following: Tax ID <input type="checkbox"/> Legal Name <input type="checkbox"/> Vendor Order Address <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Contact Information <input type="checkbox"/> Vendor Payment Address <input type="checkbox"/>
Individual/Company/Entity Legal Name (Must match TIN below): _____ Taxpayer Identification Number (TIN) _____ - _____ Federal Tax ID Number (FID) _____ - _____		DBA Name (IF Applicable): _____ OR SSN – Individual/Sole Proprietor _____ - _____
<b>Vendor Contact Information:</b> Name: _____ Title: _____ Phone: _____ Fax: _____		
<b>Vendor Type – Select 5 only one of the following boxes:</b> <input type="checkbox"/> Individual/Sole Proprietorship <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Other: Explain _____ <input type="checkbox"/> Limited Liability Company (LLC). Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ <input type="checkbox"/> Exempt payee code (if any) _____ <input type="checkbox"/> Exemption from FATCA reporting code (if any) _____		
<b>Order Address:</b> Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____		<b>Payment Remittance Address:</b> <input type="checkbox"/> Check if Order Address is same as Payment Address Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____
<b>Banking Information:</b> In an effort to process your payment faster, we request that you complete the ACH enrollment section below. All fields must be completed for direct deposit setup. Attach a voided check or letter from your financial institution.		
Account Type:      Checking <input type="checkbox"/> Savings <input type="checkbox"/> Bank Name: _____ Bank Address: _____ City: _____ State: _____ Zip Code: _____		Email for Direct Deposit Notification: _____ ABA Routing Number: _____ Account Number: _____ Phone: _____ Fax: _____
<b>W-9 Certification</b> 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), AND 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND 3. I am a U.S. citizen or other U.S. person. <b>Certification Instructions:</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions, to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. Signature: _____ Date: _____ Print Name/Title: _____		<b>Direct Deposit Authorization and Agreement</b> I authorize Edinburg Consolidated Independent School District (ECISD) to initiate direct deposit of funds to the account and financial institution indicated above, and to recover funds deposited in error in necessary, in compliance with Texas and U.S. Law, and the Automatic Clearing House (ACH) rules. I understand that: 1. It is my responsibility to provide accurate and current banking information. Notification of direct deposits will be by e-mail; and it is my responsibility to provide a valid e-mail address. 2. It is my responsibility to verify payment has been credited to my account, and that ECISD assumes no liability for overdrafts for any reasons. 3. This authorization will remain in effect until; (a) a written request is received from a vendor officer to change or terminate direct deposit agreement; (b) notification is sent by my bank that the account is no longer valid. Signature: _____ Date: _____ Print Name/Title: _____
Send completed form to: ECISD requestor or: Mail to: Edinburg Consolidated Independent School District, ATTN: Accounts Payable, PO Box 990, Edinburg, TX 78540 OR; E-mail: <a href="mailto:ECISDinvoice@ecisd.us">ECISDinvoice@ecisd.us</a> , OR; Fax: 956-383-4354. Any Questions on this form, call 956-289-2300 ext. 2074		
<b>Finance Office Use Only: Updated Record on:</b> _____		<b>Updated by:</b> _____ <b>Bank Code:</b> _____ <b>Vendor #:</b> _____



## **SPECIAL TERMS & CONDITIONS**

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The Edinburg Consolidated Independent School District is requesting qualifications from public accounting firms to perform internal audit functions for the District.

### **I. BACKGROUND INFORMATION**

Auditing requirements for Texas' public school districts is contained in the Texas Education Agency Financial Accountability System Resource Guide which is the authoritative document adopted by reference as a rule of the State Board of Education, through Title 19, Texas Administrative Code, Section 109.61.

The Edinburg Consolidated Independent School District has an enrollment of approximately 33,000 students in grades pre-kindergarten thru 12th on 43 campuses. The 2019-2020 budgets are \$475,230,272.00. The district received federal financial assistance for several programs including, but not limited to, National School Lunch Program, ESEA Title I Regular, ESEA Title I Migrant, ESEA Title II, IDEA-B Preschool, IDEA –B Formula, Federal Vocational, ESEA, Title II, ESEA, Title III.

#### **A. Purpose of the Audit**

The purpose of the Request for Proposal is to obtain the services of a public accounting firm for the annual audit for the fiscal year 2019-2020. The organization-wide audit will encompass the financial statements as required by GASB Statement No. 34 and the Texas Education Agency Financial Accountability System Resource Guide for the District for the fiscal year ending August 31, 2020. The audit is to be performed in accordance with generally accepted government auditing standards and standards contained in the Texas Education Agency Financial Accountability System Resource Guide.

The financial statement audit is to determine whether (1) the financial statements present fairly the financial position, results of operations, and cash flows or changes in financial positions in accordance with generally accepted accounting principles, and (2) whether the Edinburg Consolidated Independent School District has complied with laws and regulations for those transactions and events that may have a material effect on the financial statements. The financial related audit will also include determining whether (1) financial reports and related items are fairly presented, (2) financial information is presented in accordance with established or stated criteria, and (3) the school district has adhered to specific financial compliance requirements.

As part of the audit of the general purpose financial statements, the annual audit will also include obtaining an understanding of the school district's internal control and reporting any reportable conditions relating to the internal control systems coming to the attention of the auditors. To comply with Office of Management and the Uniform Guidance (as part of the audit in 2019-2020, auditors will need to comply with completing any recommendations for CFR Part 200), a study and evaluation of the internal control structure will include internal accounting and administrative controls for all major federal financial assistance, in accordance with standards for risk assessment for major federal financial assistance. Any material weakness noted during the study and evaluation of internal accounting and administrative controls and other kind of noncompliance and questioned costs will be reported in compliance with the Single Audit Act.



As part of the audit of the general-purpose financial statements, transactions and records pertaining to federal programs will be tested for material compliance with federal laws, rules, and regulations and all instances of noncompliance will be reported to the school district.

The audit will include the performance of certain audit procedures for the purpose of reviewing the accuracy of fiscal information provided by the district through the Public Education Information Management Systems (PEIMS), as required by Section 44.008(b) of the Texas Education Code.

Additionally, the audit will include procedures applicable to compensatory education funds as required by Module 9 of the Financial Accountability System Resource Guide, if applicable.

**B. Other Requirements**

1. The accounting firm should provide an annual audit report in a form acceptable to the Texas Education Agency and within the time frame stipulated in TEC 44.008 (d) of 150 days subsequent to the close of the fiscal year for which the audit was made.
2. The Finance and Audit Committee would expect to meet with the auditor(s) at least annually. The meeting would be called by the chairman of the Finance Committee.
3. It is requested that the interested accounting firm include a detailed description of each step in the audit approach that will be taken in the audit engagement including estimated hours for each.
4. The firm upon being awarded this engagement will be expected to review the detailed audit work plan and schedule with the Director of Finance prior to commencing the audit assignment each year.
5. Financial statements developed by the Auditor must be in a form that complies with the requirements for the GFOA Certificate of Achievement, the ASBO Certificate of Excellence, and the Texas Education Agency.
6. All working papers and reports must be retained, at the auditor's expense, for a minimum of five years, unless the firm is notified in writing by the District of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to auditors from the Texas Education Agency, The Government Accountability Office, or other applicable governmental agencies, they are not otherwise considered to be records open to the general public.

**C. Independent Auditor**

The proposer must demonstrate the capability to perform the annual audit in accordance with generally accepted government auditing standards and State Board of Education auditing rules. Public accounting firms that have performed annual audits for similar entities are encouraged to file a proposal.



#### **D. Term of the Audit Engagement**

The contract for audit services based upon Board of Trustees approval of the proposal will be for the fiscal years ending August 12, 2020 and August 31, 2021. The Edinburg Consolidated Independent School District may request to extend this agreement for two (2) more years, renewed annually, through fiscal year ending August 31, 2022 following satisfactory delivery of the services specified in the proposal and engagement letter. In no instance shall this be considered automatic and will be renewed annually.

#### **E. Dispute Resolution**

Disputes concerning the terms of contracted services that cannot be resolved will be brought before an independent mediation center, whose decision will be binding upon both parties.

### **II. PROPOSAL CONTENT**

#### **A. Cover Letter**

See conditions for submission of proposal in Section III.

#### **B. Technical Component**

To clearly describe the public accounting firm's understanding of the work to be done, the proposer will:

1. Provide a definition of the term "generally accepted government auditing standards" with clear distinctions between these standards and generally accepted auditing standards for nongovernmental engagements.
2. Explain the proposers' approaches to performing an annual audit, including the methodology, nature, timing and extent of audit procedures to be performed.
3. Describe how the approach to performing the audit would be affected if this were a multi-year contract; and
4. Make a statement concerning the independence of the proposer, including direct and indirect financial interest, and the relationship of the proposed audit team to employees of the district and any of the board members.

#### **C. Management Component**

The proposer will furnish satisfactory evidence of capability to provide in a professional and timely manner the services stated in the Request for Qualifications. To meet this requirement:

1. Provide the name of the external quality control review organization of which the proposer is a member, and the proposer's length of membership. Also, state the review organization's planned frequency of peer reviews.



2. State whether the firm has received a peer review and whether in the most recent review an unqualified report was issued.
3. State whether the proposer is a national, regional, or local public accounting firm.
4. Provide evidence that the proposer has experience in performing school district/government audits. List current and past audit clients along with the names and telephone numbers of contact persons and number of years audit services were provided. State the average daily attendance of the public schools on the list.
5. State whether the proposer is currently under the terms of a public or private reprimand by the Texas State Board of Public Accountancy and/or licensing boards of other states.
6. Describe the proposed audit team, in terms of job positions in the firm.
7. List names of staff member(s) who will direct the overall audit throughout the duration of the engagement as well as those staff members who will be responsible for planning, directing, and conducting substantial portions of the field work or reporting on this audit engagement. Include the educational background of all staff members named and professional licenses held.
8. Describe continuing professional education in governmental accounting and auditing received by the proposed audit team during the last two years.
9. Provide the names and qualifications of any needed outside specialists and consultants that will assist the proposer's staff members.
10. Describe staff rotation plans for audit team members if this is to be a multi-year contract.
11. Describe the level of assistance that will be expected from Edinburg CISD personnel, including internal audit staff and
12. Provide evidence of the ability to comply with the requirements in Sections II and IV of the Request for Proposal.

**D. Task/Activity Plan**

The proposer will specify budgeted hours, timelines and sequence for audit procedures, and names of staff to be assigned.

**E. Evaluation**

Criteria used to evaluate the proposer's methodologies, products, and services are shown in Attachment A.



### III. CONDITIONS FOR SUBMISSION OF PROPOSAL

All submittals in response to this request must meet the following conditions to be considered:

- A. Qualification must include a cover letter clearly stating the name of the firm and the name, address, and telephone number of the proposer's representative.
- B. Qualification must address each of the audit requirements as stated in this Request for Qualifications.
- C. The Edinburg CISD reserves the right to reject any and all qualification, and to negotiate portions thereof. Qualifications that address only part of the requirements contained in this Request for Qualifications will not be considered.
- D. The Edinburg CISD reserves the right to select any qualification, based on the evaluation factors.
- E. The company shall furnish such additional information that the district may reasonably require.
- F. The Edinburg CISD will not be liable for any cost incurred in the preparation of qualifications, and
- G. The Edinburg CISD may ask company to send a representative for an oral interview prior to Board of Trustee approval. The Edinburg CISD will not be liable for the costs incurred by the company in connection with such interview.
- H. Qualifications must be signed by an authorized individual to contractually bind their firm when submitting the Qualifications. Failure to sign the Qualifications will be considered as a "mistake in Qualifications" and the Qualifications will be rejected as "non-responsive".
- I. By submitting a proposal, the interested accounting firm affirms that its company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder and that the contents of this proposal as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this proposal.
- J. Upon notification of potential selections for award, the person or entity submitting this proposal must give notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).
- K. In the event that any one or more of the provisions contained in this Request for Qualifications (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this Request for Qualifications (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.



#### IV. PROCEDURES FOR SUBMITTING QUALIFICATION

A. Responses to the request for sealed qualifications should be addressed to:

Mr. Amaro Tijerina, Director of Purchasing  
Edinburg Consolidated Independent School District  
411 North 8th Ave  
Edinburg, Texas 78540

**Qualifications must be received no later than July 21, 2020 at 2:00 p.m.**

B. Number of Copies of RFQ Packet  
Submit one (1) Original and (1) copy. The packets are to be bound and sealed.

#### V. ASSISTANCE TO PROPOSERS

Any person wishing to obtain additional information about the request for proposal or about the operations of the Edinburg CISD may contact:

Dr. Rebecca Morrison, Deputy Superintendent  
or  
Ms. Sylvia D. Garcia, CPA, Director of Finance  
Telephone: 956-289-2300. Fax: 956-383-4354

#### VI. INSURANCE COVERAGE

All proposals must include standard C.P.A. malpractice error and omissions insurance coverage in an amount of at least \$500,000/\$1,000,000.

Workmen's Compensation

#### VII. BOARD OF TRUSTEES RFQ APPROVAL

A proposal will be selected on or before July 28, 2020 or August 11, 2020 barring decision by the Edinburg CISD Board of Trustees to reject all proposals submitted.

The Board of Trustees expects to engage an audit firm for three (3) years. However, the Board of Trustees expressly reserves the right to reject all bids and to review the relationship on an annual basis and to formally approve each year's extension. The Edinburg CISD reserves the right to cancel any contract resulting from this Request for Qualifications at any time, for any reason (or for no reason) within a thirty (30) day written notice to the firm. The firm may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the firm shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, post prepaid, and addressed to the bidder's address appearing on the face of the Request for Qualifications (of as subsequently revised or changed). Any compensation due the firm will be limited to items received and/or services performed and accepted by the District. It is possible that the Board could terminate the relationship at any time. However, the Board of Trustees does not desire or expect that to be the case and assumes that a long and satisfactory relationship will be the experience.



**ATTACHMENT A  
EVALUATION WORKSHEET**

This worksheet is to be used to document the school district's evaluation of the proposer's qualifications. Points within the ranges specified are to be assigned to the below listed criteria as a means for quantifying the relative strengths and weakness of the various proposals.

In the event that oral interviews are necessary to break a tie or for making final clarification in the evaluation process, additional points may be awarded. It should be understood that while the total score is a significant factor, the requester of the services reserves the right to consider other factors in making a final selection.

**I. PROFESSIONAL QUALIFICATIONS**

The evaluation of professional qualifications of the proposers will be based on the following criteria:

**Mandatory Criteria**

Qualifications will not be considered for further evaluation unless there is compliance with all of the following criteria. The proposer:

- A. Must be an independent auditor properly licensed for public practice.
- B. Must meet the independence standards of Government Auditing Standards, 1994 Revision, United States General Accounting Office (GOA).
- C. The Texas Administrative Code was amended in March to include a change in qualifications for the independent auditor. Effective March 11, 2015, a firm that audits a Texas school must be a member of the Government Audit Quality Center. Must show GACQ membership documentation. (TAC Section 109.23)
- D. Must not have a record of substandard work.
- E. Must submit a proposal meeting all of the requirements of the Request for Qualifications.
- F. Must **not** submit fees with their qualifications. The evaluation will be based on the qualification of the company submitting in their statement of qualifications to the District. Fees will be requested once the qualifications have been evaluated and ranked.
- G. Financial statements developed by the Auditor must be in a form that complies with the requirements for the GFOA Certificate of Achievement and the Texas Education Agency.



## II. STATEMENT OF REQUIREMENTS

- A. The independent auditor will provide one (1) camera ready electronic copy in PDF format of the final comprehensive annual financial report that meets the requirements of Texas Education Agency Financial Accountability System Resource Guide and the requirements for the GFOA Certificate of Achievement and the ASBO Certificate of Excellence and a copy in pdf format.
- B. The independent auditor will be required to submit 20 copies of the final compensatory education audit, if applicable.
- C. A preliminary draft of the audit report(s) will be presented to the District prior to submission of the final draft. Timing of the submission must allow District personnel sufficient time to review the report.
- D. Satisfactory delivery of the services specified by the Request for Qualifications and the engagement letter shall be accomplished no later than the January meeting of the Board of Trustees for the financial audit.
- E. The independent auditor will be required to present the audit report to the Board of Trustees at the January meeting of the Board of Trustees.
- F. The auditor will prepare and provide one (1) copy of the Data Collection Form for Reporting on Audits of States, Local Governments and Nonprofit Organizations.



**EVALUATION WORKSHEET**

POINTS

**I. TECHNICAL CRITERIA**

Qualifications which have met each of the criteria in Attachment A, Section I above will be evaluated on the following criteria:

**A. Technical experience of the firm:**

- 1. Auditing experience in Texas Public Schools 10
- 2. Auditing experience in government entities 10
- 3. Auditing experience with the Uniform Guidance 10

**B. Characteristics of the staff, including consultant to be assigned to the audit:**

- 1. Size and structure of the firm, including audit staff positions 5
- 2. Qualifications of supervisory personnel, consultants, and the field audit team 15
- 3. General direction and supervision to be exercised over the audit team by the firm's management personnel 15

**C. Clean understanding of the work to be performed:**

- 1. Comprehensiveness of the audit work plan 10
- 2. Realistic team estimates of each major segment of the work plan, and the estimated number of hours for each staff level including consultants assigned 5

**II. ORAL INTERVIEWS (IF APPLICABLE)**

- A. Interview points awarded 20
- TOTAL AWARDED POINTS 100**