



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ's will be received in accordance with the attached specifications. The sealed envelope containing your qualification statement should be plainly marked with the RFQ title, number, and opening date and time.

PLEASE NOTE: Late responses WILL NOT be accepted.

Mail or deliver complete RFQ Packet to:**

**Birdville ISD Purchasing Department
3124 Carson Street, Haltom City, Texas 76117**

RFQ Number: #015-17

RFQ Title: External Audit Services Contract

Due Date: January 26, 2017

Prior to: 2:00 PM CST

Pre-Proposal Meeting

January 17, 2017 at 10:00 AM CST

Birdville ISD Administration Building, Old Board Room

6125 E. Belknap

Haltom City, TX 76117

BIRDVILLE ISD is requesting statements of qualifications from qualified firms to perform professional services, with intent to award a contract.

NOTICES: SUBMITTAL MUST BE DEEMED RESPONSIVE AND RESPONSIBLE IN ORDER TO BE ELIGIBLE FOR AWARD.

REQUEST FOR QUALIFICATIONS EXTERNAL AUDIT SERVICES CONTRACT

BIRDVILLE Independent School District (“BISD”, “BIRDVILLE”, “the District”) is requesting statements of qualifications from public accounting firms to perform the annual audit for the fiscal year July 1, 2016 to June 30, 2017, with option to annually renew the following four (4) years. Responses to this Request for Qualifications will be received at the time and location designated, and shall include the information requested hereafter. Incomplete responses or responses not received at the time and location designated will not be considered.

Phase I – Qualifications - The document attached will be used to select the most highly qualified provider of services on the basis of demonstrated competence and qualifications.

Phase II – Contract Negotiations - Attempt to negotiate a contract with selected provider at a fair and reasonable price. If satisfactory contract cannot be negotiated with the first selected most highly qualified provider, BISD will select the next most highly qualified provider and attempt to negotiate a contract. This process would continue until a provider is selected and contract entered into in accordance with Government Code 2254.003.

I. BACKGROUND INFORMATION

Auditing requirements for Texas' public school districts are 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.

BIRDVILLE has a student body of over 23,000 in grades Kindergarten through 12, on thirty-three campuses. The 2016-17 operating budget is \$194.5 million. The school district participates in several federal programs including but not limited to National School Lunch Program, ESEA Title I Part A - Improving Basic Programs, ESEA Title II Part A-Teacher and Principal Training and Recruiting, ESEA Title III Part A-English Language Acquisition & Enhancement, IDEA Part B-Formula, IDEA Part B-Preschool and ESEA Title IV-21st Century Community Learning Center. BIRDVILLE does not have an internal audit division.

Additional information can be found in the district’s Annual Financial Report for the year ended June 30, 2016 on the District’s Finance Department website:
<http://schools.birdvilleschools.net/domain/2858>

A. Purpose of the Audit

The purpose of the Request for Qualifications is to obtain the services of a public accounting firm for the annual audit, including the Single Audit on federal grants for the fiscal year 2017. The organization-wide audit will encompass the basic financial statements as required by GASB Statement No. 34 and the Texas Education Agency Financial Accountability System Resource Guide. The audit will also encompass combining statements and other schedules for BIRDVILLE for the fiscal year ending June 30, 2017 and subsequent years so long as the

agreement continues. The audit will include auditing GASB 34 entries. The audit is to be performed in accordance with generally accepted auditing standards, 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 BIRDVILLE 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 a 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 Budget Circular A-133, a study and evaluation of internal control will include internal accounting and administrative controls for major federal financial assistance programs, 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 kinds of noncompliance and questioned costs will be reported in accordance with the Single Audit Act.

As part of the audit of 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 System (PEIMS), as required by Section 44.008(b) of the Texas Education Code. Other requirements:

1. The accounting firm should provide audited financial statements in a form that complies with the requirements for the GFOA Certificate of Achievement and the Texas Education Agency and within the time frame that allows for the BIRDVILLE Board of Trustees to review and accept at a regularly scheduled board meeting so that it can be submitted within the timeline stipulated in TEC 21.256 (d) of 150 days subsequent to the close of the fiscal year for which the audit was made.
2. The accounting firm shall specify what supporting schedules the District needs to provide for auditor review at the close of the fiscal year.
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 Accounting and Director of Business prior to commencing the audit assignment each year
5. All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) 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 the District, to auditors from the Texas Education Agency, and the General Accounting Office, or other applicable governmental agencies. They are not otherwise considered to be records open to the general public.

B. Independent Auditor

The interested accounting firm 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.

C. Term of the Audit Engagement

The contract for audit services based upon Board of Trustees approval of the proposal will begin with the fiscal year ending June 30, 2017. BIRDVILLE may request to extend this agreement for up to another four (4) successive one (1) year extensions through fiscal year June 30, 2021, following satisfactory delivery of the services specified in the proposal and engagement letter.

II. STATEMENT OF QUALIFICATIONS CONTENT

A. Cover Letter

All Statement of Qualifications in response to this request must meet the following conditions to be considered:

1. Qualifications must include a cover letter clearly stating the name of the firm and the name, address, and telephone number of the interested firm's representative.
2. Qualifications must address each of the audit requirements as stated in this RFQ.
3. The District reserves the right to reject any and all proposals, and to negotiate portions thereof. Qualifications that address only part of the requirements contained in this Request for Qualifications will not be considered.
4. 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."
5. Upon notification of potential selections for award, the person or entity submitting Qualifications 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).
6. In the event that any one or more of the provisions contained in this Request for Qualification (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.

B. Technical Component

To describe clearly the public accounting firm's understanding of the work to be done, the interested accounting firm 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 interested accounting firm's 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 multiyear contract.
4. Make a statement concerning the independence of the interested accounting firm, 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 interested accounting firm 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 interested accounting firm is a member and the firm'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 interested accounting firm is a national, regional or local public accounting firm.
4. Provide evidence that the interested accounting firm 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 interested accounting firm 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. 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 fieldwork or reporting on this audit engagement. Include the educational background of all staff members named and professional licenses held.
7. Describe continuing professional education in governmental accounting and auditing received by the proposed audit team during the last two years.
8. Provide the names and qualifications of any needed outside specialists and consultants that will assist the firm's staff members.
9. Describe staff rotation plans for audit team members if this is to be a multiyear contract.

10. Describe the level of assistance that will be expected from BIRDVILLE personnel.

D. Task/Activity Plan

The interested accounting firm will specify budgeted hours, time lines and sequence for audit procedures, and names of staff to be assigned. Work performed below the Audit Senior level may be referred to by title rather than name in the task/activity plan.

E. Pricing

Please provide estimate pricing for each of the planned audit years **under a separate cover** in the format below. Pricing estimate should include all costs, including travel, incidentals, etc. The district reserves the right to negotiate and or request a Best and Final Offer.

Fiscal Year ending June 30	Total Estimated Hours	Quoted Fee	CAFR Cost
2017			
2018			
2019			
2020			
2021			

F. Evaluation

Criteria used to evaluate the interested accounting firm’s methodologies, products, and services are shown in Attachment A. These criteria will be used to evaluate each proposed firm to determine the most highly qualified firm for initial award. For subsequent years, the awarded firm’s ability to maintain the same high level of service as proposed, along with preparation of an error-free audit will be considered favorable toward renewal.

If an auditing error is made by the awarded auditor during the course of the contract, BIRDVILLE will ask the firm to address the reason the error was made and provide corrective actions to resolve the current error and document steps that have been taken to avoid additional error. In the event an error is made, the fact will be taken into consideration toward the decision to renew and may result in non-renewal of the contract.

III. CONDITIONS FOR SUBMISSIONS OF PROPOSAL

A. BIRDVILLE reserves the right to reject any and all proposals, and to negotiate portions thereof. Proposals that address only part of the requirements contained in this request for qualifications will not be considered.

B. BIRDVILLE reserves the right to select any proposal, considering the quoted estimated fee and other factors.

C. The firm shall furnish such additional information that the district may reasonably require.

D. BIRDVILLE will not be liable for any cost incurred in the preparation of proposals.

E. BIRDVILLE may ask firms to send a representative for an oral interview prior to Board of Trustee approval of a proposal. BIRDVILLE will not be liable for the costs incurred by the firm in connection with such interview.

IV. PROCEDURES FOR SUBMITTING QUALIFICATIONS

A. Delivery

Responses to the Request for Qualifications should be addressed to:

Birdville Independent School District
Purchasing Department
3124 Carson Street
Haltom City, Texas 76117

Proposals must be received no later than 2:00 p.m., Thursday, January 26, 2017. Proposals received at the District's Purchasing Office after the time and date specified above will not be considered and will be filed unopened.

Oral or telegraphic qualifications transmitted via the District's facsimile machine are not acceptable. Proposals must be submitted to the District in a sealed envelope. **DO NOT FAX YOUR PROPOSAL!**

Proposal pricing shall be submitted under separate cover to the above address.

B. Number of Copies

Please submit one original and six copies of the statement of qualifications. The statement of qualifications is to be bound and sealed.

V. ASSISTANCE TO FIRMS

Any person wishing to obtain additional information about the Request for Qualifications or about the operations of BIRDVILLE may contact Shelley Freeman, Director of Purchasing, at shelley.freeman@birdvilleschools.net. The e-mail must clearly identify the firm's name and RFQ number. Any written information given to one firm concerning the RFQ will be furnished as an addendum to all firms who have been issued a RFQ. All questions and answers will be published and provided as soon as possible.

The District will only respond to questions submitted via email.

The District will hold a pre-proposal meeting for all interested accounting firms on January 17, 2017 at 10:00 AM CST at the Birdville ISD Administration Building, Old Board Room, located at 6125 E. Belknap, Haltom City, TX 76117. Please send an email to shelley.freeman@birdvilleschools.net no later than January 12, 2017 indicating your interest in attending. A draft agenda for the firms' conference is Attachment B.

The District will send addenda to potential accounting firms via email and post to publicpurchase.com and the District website. To receive addenda by email, please send an email to shelley.freeman@birdvilleschools.net containing contact name and email no later than January 10, 2017.

VI. STATEMENT OF REQUIREMENTS

- A. The independent auditor will provide twenty-five (25) bound copies and one (1) PDF of any additional required reports, including the Single Audit Report and of the audit opinion letter.
- B. On or before October 15, 2017, the preliminary draft of the audit report will be presented to the school district prior to submission of the final draft.
- C. The independent auditor will be required to present the audit report to the Superintendent, Associate Superintendent, Director of Accounting and Director of Business prior to the board meeting.
- D. The independent auditor will be required to present the audit report to the Board of Trustees at the November, 2017 board meeting.
- E. The independent auditor is to provide a management letter, if required under auditing standards, containing comments oriented toward constructive improvements. Copies of selected audit working papers will be provided as requested by the district and as provided for in the engagement letter.

VII. PROPOSED SCHEDULE

A. PROPOSAL TIMING

Pre-Proposal Meeting	January 17, 2017
Proposals due to the District	January 26, 2017
Approval of firm by Board of Trustees	February 23, 2017

VIII. GENERAL TERMS AND CONDITIONS

A. CONFLICT OF INTEREST

Each firm must reveal any past or existing relationship between the firm, its principal, employees, or any affiliate or subcontractor, with any District employee or other person in anyway involved in the District's procurement and/or contracting processes.

Failure to disclose any such relationship or reveal personal relationships with district employees may be cause for contract termination. It shall be the sole prerogative of the District to determine if such relationship constitutes a conflict of interest.

The CONFLICT OF INTEREST QUESTIONNAIRE is included in this specification. For further information, a firm can review the requirements as provided under HB 1491.

B. OPEN RECORDS

Following the award of a contract, responses to this RFQ are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Open Records Act. Firms are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The District assumes no obligation or responsibility for asserting legal arguments on behalf of potential firms.

If a firm believes that a proposal or parts of a proposal is confidential, then the firm must so specify. The firm must stamp in bold red letters the term 'CONFIDENTIAL' on that part of the proposal which the firm believes to be confidential. The firm must submit in writing specific detailed reasons, including any relevant legal authority, stating why the firm believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature.

C. INDEPENDENT FIRM - Firm shall operate hereunder as an independent firm and not as an officer, agent, servant or employee of Birdville ISD. Firm shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, Firms, subcontractors and consultants.

- D. ASSIGNMENT - The Firm shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the Birdville ISD. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the School District.
- E. CONFLICT OF INTEREST – The Firm covenants and agrees that the firm and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the School District shall have a financial interest, direct or indirect, in any contract with the BISD, or be financially interested, directly or indirectly, in the sale to the School District of any land, materials, supplies or services, except on behalf of the BISD or in compliance with the provisions of the Birdville ISD Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the School District.
- F. JURISDICTION - The contract resulting from this RFQ shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Tarrant County, Texas.
- G. REMEDIES - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
- H. FORCE MAJEURE - Neither Firm nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this RFQ is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, “Force Majeure events”). For purposes of this RFQ, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFQ.

- I. INDEMNIFICATION – Firm does hereby agree to waive all claims, release, indemnify and both hold harmless the School District, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Firm, its officers, agents, employees, subcontractors, invitees, or other persons for whom the Firm is legally liable, arising out of or in connection with the performance of this contract, and Firm will at its own cost and expense defend and protect the School District against any and all such claims and demands.
- J. NON-DISCRIMINATION - Firm shall not discriminate against any employee or applicant for employment of Firm or of the School District because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Firm shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.
- K. DISABILITY - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Firm warrants that it, and any and all of its subcontractors, will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Firm or any of its subcontractors. Firm warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold the School District harmless against any claims or allegations asserted by third parties or subcontractors against School District arising out of Firm's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.
- L. DRUG POLICY - All BISD property and facilities are a “drug-free zone.” No one may use, consume, carry, transport, or exchange tobacco, cigarettes or illegal drugs while in a School District building or while on School District property. The responding company and its employees shall adhere to this policy.
- M. TERMINATION FOR DEFAULT - BISD reserves the right to terminate the contract without prior notice in the event the Firm defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the proposal specifications. In the event of termination, the School District reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the proposal to the next lowest responsible firm. Any such act by the School District shall not be deemed a waiver of any other right or remedy. If after exercising any such remedy, the cost to the School District of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Firm hereunder, Firm shall be liable for and shall reimburse the School District for such excess. Firms shall, for this purpose, keep their proposals open and prices fixed for a period of 90 days following the award of this proposal.
- N. TERMINATION WITHOUT CAUSE - BISD shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days' prior written notice.

Upon receipt of a notice of termination, the Firm shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. BISD shall pay the Firm, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

- O. NO THIRD-PARTY BENEFICIARY – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with School District or Firm or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either School District or Firm.

**SECTION IX
RFQ RESPONSE CHECKLIST**

To be considered for award of **this** solicitation, all pages contained in the “Packet” (including but not limited to forms A – N, Required Federal Contract Provisions, the Cover Page, plus any/all attachments, must be completed with all requested information, **SIGNED** and **RETURNED** in a sealed envelope or other appropriate package adequate to conceal and contain the contents prior to the RFQ date and time. Each RFQ shall be placed in a separate envelope and properly identified with the RFQ Number, RFQ Title, Name of Company submitting RFQ, and the established time and date to be opened.

Please verify that the documents listed below have been completed, signed, and included in your RFQ prior to submittal. **TO BE CONSIDERED FOR AWARD, ALL MANDATORY FORMS MUST BE COMPLETED, SIGNED AND RETURNED WITH THIS SOLICITATION.**

Mandatory Forms (required to be considered for the Award of this solicitation):

- Proposer Return Packet and Addendum(s) (Submittals as detailed in the specifications)
- Completed – Packet Cover Page (Page One)
- Completed – Proposer Information Response Form – Form A
- Completed – Deviation/Compliance Signature Form – Form B
- Completed – Non-Collusion Statement – Form C
- Completed – Criminal Background Check and Felony Conviction Notification – Form D
- Completed – Resident/Nonresident Bidder’s Certification – Form E
- Completed – Debarment or Suspension Certification – Form F
- Completed – Model SB 9 Form– Form G
- Completed – Conflict of Interest Questionnaire –Form CIQ
- Completed –W-9, Tax Payer Identification Number & Certification (not included in packet)

**FORM A
PROPOSER INFORMATION RESPONSE FORM**

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

SUBMITTED BY

Primary Contact/Title:

Company name:

Phone:

Fax:

E-mail:

Registered company address:

City:

State:

ZIP Code:

Website:

HUB:

M/WBE:

EIN or SS#:

DUN:

REMIT INFORMATION

Contact Person:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Division/Bid#:

ADDITIONAL REMIT ADDRESSES

Location Name/Type:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Division/Bid#:

SIGNATURES OF COMPANY OFFICIAL

Print Name: _____

Signature: _____

Print Title:

Date:

**FORM B
DEVIATION/COMPLIANCE SIGNATURE FORM**

If the undersigned Proposer intends to deviate from the Item(s) Specifications listed in this RFQ document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. **The District will consider any deviations in its RFQ award decisions, and the District reserves the right to accept or reject any RFQ based upon any deviations indicated below or in any attachments or inclusions.**

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

No Deviation

Yes Deviations

Signature Date

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

**FORM C
NON-COLLUSION STATEMENT**

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

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

Does vendor agree? Yes _____ Initials of Authorized Company representative

FORM D
CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

(a) CRIMINAL BACKGROUND CHECK

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

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

(b) FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, “A person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, “A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction.” The district must compensate the person or business entity for services performed before the termination of the contract.

I, the undersigned agent for the Proposer named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section. Proposer is responsible for the performance of the persons, employees and/or sub-Proposers. Proposer agrees to provide services for the Birdville ISD pursuant to this RFQ on any and all Birdville ISD campuses or facilities. Proposer will not assign individuals to provide services at a Birdville ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Birdville ISD Purchasing Department.

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

Proposer’s Name:			
A. <i>My Proposer is a publicly-held corporation; therefore, this reporting requirement is not applicable.</i> Y N			
B. <i>My Proposer is not owned nor operated by anyone who has been convicted of a felony.</i> Y N			
C. <i>My Proposer is owned or operated by the following individual(s) who has/have been convicted of a felony:</i> Y N			
Name of Felon(s):			
Details of Conviction(s):			
Signature of Company Official:		Date:	
<i>NOTE: Name and signature of company official should be the same as initials on the affidavit (Form C).</i>			

FORM E
RESIDENT/NONRESIDENT CERTIFICATION

Texas Government Code Chapter 2252 relates to bids by nonresident Proposers. The pertinent portions of the Act are as follows:

Section 2252.001(3) "Nonresident bidder" means a bidder who is not a resident (of the State of Texas).

Section 2252.001(4) "Resident bidder" means a bidder whose principal place of business is in this state, including a Proposer whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

Company Name: _____ is/isn't a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4).

Yes - Resident

No - Nonresident

If the Bidder is a Nonresident Bidder of Texas, please answer the following:

Does the Proposer's ultimate parent company or majority owner employ at least 500 persons in Texas?	Yes _____	No _____
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Does Proposer agree? Yes _____ Initials of Authorized Company representative

FORM F
DEBARMENT OR SUSPENSION CERTIFICATION FORM

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

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

- (1) Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) 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 contain 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.

Does Proposer agree? Yes _____ Initials of Authorized Company representative

FORM G
MODEL SB 9 PROPOSER CERTIFICATION FORM

Criminal History Record Information Review of Certain Contract Employees

Introduction: Texas Education Code Chapter 22 requires service Proposers to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: Includes all employees of a Proposer (to include any subcontractors and/or independent Proposers) who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense: (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 Procedure; or c) an equivalent offense under Federal law or the laws of another state.

On behalf of _____ ("Name of Proposer"),

I First Name: _____ Last Name: _____

Certify that [check one]:

None of the Proposer's employees are *covered employees*, as defined above.

Or

Some or all of the Proposer's employee are *covered employees*. If this box is selected, I further certify that:

Proposer has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Proposer has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

If Proposer receives information that a covered employee has a disqualifying conviction, Proposer will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.

Upon request, Proposer will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Proposer agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by the Proposer with this certification may be grounds for contract termination.

Signature Date

CONFLICT OF INTEREST QUESTIONNAIRE
 For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p style="text-align: center;">OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Attachment A

EVALUATION WORKSHEET

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

PROFESSIONAL QUALIFICATIONS

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

I. Mandatory Criteria

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

- A. Must be an independent auditor properly licensed for public practice.
- B. Must meet the current independence standards of the Government Auditing Standards, United States General Accounting office (GAO).
- C. Must not have a record of substandard work.
- D. Must submit a proposal meeting all of the requirements of the request for qualifications.

II.

<u>TECHNICAL CRITERIA</u>	<u>POINTS</u>
Proposals which have met each of the criteria in Section I above will be evaluated on the following criteria:	
1. Technical experience of the firm:	
(a) Auditing experience in Texas public schools (0-15)	
(b) Auditing experience in government entities (0-5)	
(c) Customer Satisfaction, are current or prior customers of the firm satisfied with the level of service provided? (0-10)	
2. Characteristics of the staff, including consultants to be assigned to the audit:	
(a) Size and structure of the firm, including audit staff positions (0-5)	

(b) Qualifications of supervisory personnel, consultants, and the field audit team	
(1) Education, including continuing education courses taken during the past two years (0-5)	
(2) Years and types of experience (0-10)	
(3) Certified Public Accountants assigned to the field audit team.(0-5)	
(c) General direction and supervision to be exercised over the audit team by the firm's management personnel (0-15)	
3. Clear understanding of the work to be performed:	
(a) Comprehensiveness of the audit work plan (0-5)	
(b) Realistic time estimates of each major segment of the work plan, and the estimated number of hours for each staff level including consultants assigned (0-10)	
Total Points	

III. Oral Interviews (If Necessary)

Attachment B

AGENDA

**Birdville Independent School District
Pre-Proposal Meeting
RFQ #015-17 External Audit Services Contract
January 17, 2017 at 10:00 AM CST
Administration Building, Old Board Room
6125 E. Belknap
Haltom City, TX 76117**

I. INTRODUCTION

II. DISTRICT BACKGROUND

- a. Introduction of Staff Members Present
- b. General Makeup of the District
- c. District Business Division Structure
- d. Number of Employees by Function Within the Accounting Department
- e. Accounting Staff Turnover for the Current Fiscal Year (YTD)
- f. Working Area for the External Auditor

III. FINANCIAL CONDITION OF THE DISTRICT

- a. Summary of Current Annual Financial Report
- b. Bank Relationship
- c. Number of Bank Accounts
- d. Timeliness of Bank Reconciliations
- e. Types of Investments
- f. Cash Management Structure
- g. Tax Collection Process

IV. OTHER ACCOUNTING INFORMATION

- a. Prior Year Audit Review Letter from TEA
- b. Prior Year Management Letter from the External Auditors
- c. Electronic Submissions to TEA (PDF and electronic data file formats)

V. FIRM QUESTIONS AND COMMENTS