



# Marshall Independent School District

**RE: MISD Annual Financial Audit  
Request for Qualifications #19-003RFQ**

**April 21, 2019**

## **Solicitation Notice**

Notice is hereby given that the Marshall Independent School District ("Marshall ISD", "MISD" or "the District") is soliciting statements of qualifications from qualified firms to provide **MISD Annual Financial Audit**, to be provided in accordance with the terms, conditions, and scope established herein. Sealed Bid Proposals for **MISD Annual Financial Audit, Request for Qualifications #19-003RFQ** addressed to the attention of the Business Office Supervisor, Marshall Independent School District, Administrative Building, 1305 E. Pinecrest Drive, Marshall, Texas 75670 will be received at the address above until **2:00 p.m., Friday, May 17, 2019**. Mailing address is P.O. Box 43, Marshall, Texas 75671-0043. Proposer shall submit one (1) clearly identified original Proposal and (3) clearly identified copies (one of which should be in electronic format.) Electronic copy must be in a Microsoft Office format (i.e. Word, Excel) or a searchable PDF document. Proposal forms and specifications may be obtained from our website at <http://www.marshallisd.com>. Please check our website for any updates, addendums or amendments to this solicitation.

No interpretation of the meaning of the specifications will be made to any proposer orally. Every request for such interpretation should be in writing, submitted electronically to: [warnerj@marshallisd.com](mailto:warnerj@marshallisd.com). Written questions about this RFQ and request for additional information shall be requested no later than **Wednesday, May 1, 2019 2:00 p.m.** The District will not respond to verbal inquires.

Proposal should be plainly marked, "**MISD Annual Financial Audit. Do not open until 2:00 p.m., Friday, May 17, 2019.**" Any proposal received later than the specified time will be disqualified.

Proposals may be submitted on any and/or all items. The District reserves the right to reject any and/or all proposals, to accept any proposal deemed most advantageous to Marshall Independent School District and to waive any informalities in the proposal.

Sincerely,

Jessica Warner  
Business Office Supervisor

**Marshall ISD Administrative Building  
1305 E. Pinecrest Dr., Marshall, TX 75670**

**P. O. Box 43  
Marshall, TX 75671-0043**

**TIMELINE FOR SOLICITATION PROCESS**

**The timeline for the solicitation process is outlined below. Marshall Independent School District reserves the right to make any changes as may be required and will notify all participants accordingly.**

<ul style="list-style-type: none"> <li>• April 21, 2019 (Sunday)</li> </ul>	<ul style="list-style-type: none"> <li>• Solicitation issued</li> </ul>
<ul style="list-style-type: none"> <li>• May 1, 2019 (Wednesday) by 2:00 PM (CT)</li> </ul>	<ul style="list-style-type: none"> <li>• Deadline for vendor questions</li> <li>• (submitted electronically to: <a href="mailto:warnerj@marshallisd.com">warnerj@marshallisd.com</a>)</li> </ul>
<ul style="list-style-type: none"> <li>• May 17, 2019 (Friday) by 2:00 p.m. (CT)</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Deadline for submission of RFQ responses</b></li> </ul>
<ul style="list-style-type: none"> <li>• May 20, 2019 (Monday) through May 22, 2019 (Wednesday)</li> </ul>	<ul style="list-style-type: none"> <li>• Committee evaluation</li> </ul>
<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Shortlist interview (<i>if applicable</i>)</li> <li>•</li> </ul>
<ul style="list-style-type: none"> <li>• June 17, 2019 (Monday)</li> </ul>	<ul style="list-style-type: none"> <li>• Board of Trustees Meeting (approve/reject recommendation for contract award)</li> </ul>
<ul style="list-style-type: none"> <li>• June 18, 2019 (Tuesday)</li> </ul>	<ul style="list-style-type: none"> <li>• Finalize and execute contract, if approved by Board</li> </ul>

## **General Conditions**

### **1.0 Scope of Proposal**

Marshall Independent School District (MISD) (District) seeks statements of qualifications from qualified public accounting firms for the:

### **MISD Annual Financial Audit**

### **2.0 Terms of Contract**

This shall be a one (1) year contract with option for renewal in one-year extensions beginning June 18, 2019 and ending June 19, 2020.

### **3.0 Applicability**

These conditions are applicable and form a part of all contract documents and a part of the terms of all purchase orders for specifications and proposal forms issued herewith.

### **4.0 Addenda and Interpretations**

No interpretation of the meaning of the specifications will be made to any proposer orally. Every request for such interpretation should be in writing, submitted to [warnerj@marshallisd.com](mailto:warnerj@marshallisd.com). Written questions about this RFQ and request for additional information shall be requested no later than **May 1, 2019 (Wednesday by 2:00 p.m. (CT))**. The District will not respond to verbal inquiries. Any and all such interpretations and any supplemental instruction will be in the form of written addendum to the specifications which, if used, will be emailed and posted on our website: [www.marshallisd.com](http://www.marshallisd.com) prior to the date fixed for the opening of proposals. Failure of any proposer to receive such addendum or interpretation shall not relieve such proposer from any obligations under their proposal as submitted. All addenda so issued shall become part of the Contract Documents.

In order to ensure fair and objective evaluation, all questions related to this RFQ should be addressed only to MISD's Financial Representative as identified above. Vendors that fail to adhere to this policy risk having their Proposals disqualified.

### **5.0 Obligation of Proposer**

At the time of the opening of the proposals each proposer will be presumed to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any proposer to examine any form, instrument or document shall in no way relieve the proposer from any obligation in respect of this proposal.

### **6.0 Oral Presentation**

District may, but is not obligated to, request that the top ranking Proposers make an oral presentation to the District evaluation team reviewing the proposals. The purpose of the presentation will be to clarify and develop a mutual understanding of the Proposer's Proposal and services they propose to render. The presentation will be limited to one hour and will be scheduled at a mutually convenient time.

### **7.0 Terms of Payment**

Marshall Independent School District will pay all invoices for accepted merchandise or service no later than forty-five (45) days from date of acceptance or delivery as set forth in the specifications for this proposal.

### **8.0 RFQ Preparation Costs**

Issuance of this RFQ does not commit MISD, in any way, to pay any costs for the preparation and submission of the RFQ. Nor does the issuance of the RFQ obligate MISD to award a contract or purchase. All costs related to the preparation and submission of a RFQ shall be paid by the vendor. If the vendor makes an oral presentation to the District, all costs related to the oral presentation shall be paid by the vendor.

**9.0 Confidentiality of Documents**

All documents submitted as part of the vendor's Proposal will be deemed confidential during the evaluation process. Vendor Proposals will not be available for review by anyone other than MISD evaluation team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract. Following award of contract, all Proposals become public documents and are available for public viewing upon written request to MISD.

**10.0 Retention of RFQ Documentation**

All RFQ materials and supportive documentation submitted in response to this RFQ become the permanent property of MISD.

**11.0 Rejection of Any or All RFQs**

The Owner shall have the right to reject any or all proposals not accompanied by any required proposal security, or by other data required by the Proposal Documents, or to reject a proposal which is any way incomplete, irregular, or not submitted by the published date and time as specified.

**12.0 Appropriated Funds**

The purchase, which arises from this solicitation, is contingent upon the availability of appropriated funds. MISD shall have the right to cancel this contract at the end of the then current fiscal period if funds are not allotted for the next fiscal year to continue this contract. If funds are withdrawn or do not become available, MISD can cancel the service contract by giving the vendor written notice of its intention to cancel not less than thirty (30) days prior to the end of the term year without penalty. Upon cancellation of the contract, MISD shall not be responsible for any payment of any services that are received or that occur after the end of the current fiscal year contract period.

**13.0 Taxes**

MISD is exempt from local, state and federal taxes. In the event that taxes are imposed on the items purchased by the specifications, MISD will not be responsible for payment of these taxes. The vendor shall absorb the taxes entirely.

**14.0 Cancellation of Agreements and Contract**

The District shall reserve the right to cancel the contract for any reason it deems suitable to its best interest. Such cancellation shall be noted in writing thirty (30) days before the service cancellation. Such a cancellation notice shall come from the office of the Director of Purchasing and shall set forth the reason for said cancellation of service and the contractor may then request a renew with the Director of Purchasing for the purpose of discussing the cancellation notice. A cancellation notice may be brought about by, but not limited to:

**14.1** any breach of the contract or provisions set forth in the bid specifications;

**14.2** insurance cancellation;

**14.3** equipment failure or deviations;

**14.4** missed service calls;

**14.5** increased rates not agreed to in advance or as specified herein;

**14.6** budgetary requirements;

**14.7** change of the District's needs regarding specified service.

**15.0 References**

List five (5) relevant project references, preferably with the K-12 public school districts. All references shall have a current address, telephone number, email address, and brief description of the project scope or services provided.

**16.0 Administrative Cost due to Non-Performance**

If at any time the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, MISD reserves the right to:

**16.0** purchase on the open market and charge the vendor the difference between contract and actual purchase price or

**16.1** deduct such charges from existing invoice totals due at the time or

**16.2** cancel the contract within thirty (30) days written notification of intent.

**17.0** **Appropriated Funds – The purchase, which arises from this solicitation, is contingent upon the availability of appropriated funds. MISD shall have the right to cancel this contract at the end of the then current fiscal period if funds are not allotted for the next fiscal year to continue this contract. If funds are withdrawn or do not become available, MISD can cancel the service contract by giving the vendor written notice of its intention to cancel not less than thirty (30) days prior to the end of the term year without penalty. Upon cancellation of the contract, MISD shall not be responsible for any payment of any services that are received or that occur after the end of the current fiscal year contract period.**

**18.0** **Texas Public Information Act (TPIA) – Contractor acknowledges that Marshall Independent School District (MISD) is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, MISD is required to comply with the requirements of the TPIA.**

For purposes of the TPIA, “public information” is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:

**18.0** by MISD; or

**18.1** for MISD and MISD

**18.1.1** owns the information; or

**18.1.2** has a right of access to the information; or

**18.1.3** spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or

**18.2** by an individual officer or employee of MISD in the officer’s or employee’s official capacity and the information pertains to official business of the MISD.

Prosper is expected to fully cooperate with MISD in responding to public information requests. This includes, but is not limited to, providing MISD with requested documentation. In the event that the request involves documentation that the Contractor has clearly marked as confidential and/or proprietary, MISD will provide the Prosper with the required notices under the TPIA.

The Prosper acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

**19.0** **Additional Information**

The qualified firm shall furnish such additional information that the District may reasonably require.

**20.0** **Requirement to Meet All Proposal Provisions**

Each Proposer shall respond to all of the specifications and Proposal terms and conditions. By virtue of the Proposal submission, the Proposer acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the Proposal. Nonsubstantial deviations may be considered provided that the Proposer submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is Nonsubstantial will be determined by MISD at its sole discretion.

**21.0** **Award Recommendation**

The official Board approved tabulation/award document will be available upon request.

## Special Conditions

### 1.0 Introduction

The Marshall Independent School District is requesting statements of qualifications from qualified public accounting firms to perform the annual financial audit for the fiscal year ending August 31, 2019 with the option for renewal in one-year extensions.

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 109.41.

### 2.0 Purpose

The purpose of the Request for Qualifications is to obtain the services of a public accounting firm for the annual financial audit for fiscal year ending August 31, 2019 with the option for renewal in one-year extensions. The audit is to be performed in accordance with:

- generally accepted auditing standards accepted in the United States of America,
- standards for financial audits as set forth in the U.S. Government Accountability Office's Government Auditing Standards, known as the Yellow Book,
- provisions of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance)*, and
- the standards contained in the *Texas Education Agency Financial Accountability System Resource Guide*.

### 3.0 Scope

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 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 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 framework and reporting any significant deficiencies or material weaknesses relating to the internal control systems coming to the attention of the auditors. To comply with the *Uniform Guidance*, a study and evaluation of internal control will include internal accounting and administrative controls for all 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 compliance with the Single Audit Act.

As part of the audit of the 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 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.

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

### 3.0 Scope (continued)

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. Independent Auditors' Report on Financial Statements;
2. Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards;
3. Independent Auditors' Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance in Accordance with the Uniform Guidance;
4. A Letter to Management containing comments oriented toward constructive improvements; and,
5. Other reports as may be required.

The auditor shall communicate in a letter to management any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Irregularities and Illegal Acts. Auditors shall be required to make an immediate written report of all irregularities and illegal acts of which they become aware to the following parties: the MISD Board of Trustees, the Superintendent, and the Business Office Supervisor.

The audit shall be completed by November 30<sup>th</sup> each year.

The independent auditor will be required to present the audit report to the Board of Trustees at the December Regular Board Meeting.

### 4.0 Term of Audit Engagement

This shall be a one-year contract beginning with the annual financial audit for the fiscal year ending August 31, 2019. Nothing in these specifications shall prohibit the District from negotiating longer terms, or from automatically renewing for additional years if service is satisfactory, both parties agree to the renewal terms, the one-year extension is approved by the Board of Trustees, and the annual budget appropriation of District's funds.

### 5.0 Oral Presentations

The District may, but is not obligated to, request that the top ranking Proposers make an oral presentation to the District evaluation team reviewing the proposals. The purpose of the presentation will be to clarify and develop a mutual understanding of the Proposer's qualifications and services they propose to render. The presentation will be limited to one hour and will be scheduled at a mutually convenient time.

**6.0 Evaluation**

Criteria used to evaluate the methodologies, products, and services are shown in Attachment A, Proposer’s Qualifications. Evaluation will be completed by the District’s evaluation team selected to review the proposals. The MISD evaluation team will include but is not limited to the Business Office Supervisor and the Purchasing Coordinator.

A scoring matrix with the order and priority of criteria to be used by MISD in its evaluation and selection process is shown below:

<b>Description</b>	<b>Points</b>
Technical Component	20
Management Component	25
Task / Activity Plan	25
Estimated Fee	20
Oral Interviews (if necessary)	10
	<b>100</b>

**7.0 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.

**8.0 Workpapers**

All working papers and reports must be retained, at the auditor’s expense, for a minimum of five (5) years after the completion of any work provided in connection with the engagement, unless the firm is notified in writing by the District of the need to extend the retention period.

The District and/or its representative may have access to the working papers described above for inspection or reproduction as the District deems necessary. 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. Otherwise, the working papers are not considered to be records open to the general public.

**9.0 Subcontracting**

Subcontracting of any portion of the audit process will not be allowed without the prior written consent of the District.

**10.0 Indemnity**

The vendor shall protect, indemnify, and hold harmless MISD and its administrators, employees, and agents, against all claims, damages, losses, and expenses arising out of or resulting from the actions of the vendor, vendor employees, or vendor contractors in the preparation of the RFQ and the later execution of the RFQ contract.

**11.0 Default Conditions**

If the contracted vendor breaches any provision, becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors, MISD will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate this contract with five days written notice to the vendor.

MISD will then be relieved of all obligations, except to pay the value of the vendor’s prior performance (at a rate not exceeding the contract rate). The vendor will be liable to MISD for all cost exceeding the contract price that MISD incurs in completing or procuring the service as described in this document. MISD’s right to acquire strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance or course of dealing.

12.0 **Cancellation of Agreements and Contracts**

The District reserves the right to cancel the contract for service for any reason it deems suitable to its best interest or for no reason. Such statements as are herein set forth shall be the terms of cancellation for any contract established for the annual financial audit. Such cancellation shall be noted in writing at least thirty (30) days before the service cancellation except in cases of emergency. Such a cancellation notice shall come from the office of the Director of Purchasing and shall set forth the reasons for said cancellation of service.

13.0 **Invalid, Illegal, or Unenforceable Provisions**

In the event that any one or more of the provisions contained in the 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.

14.0 **Additional Information, Terms, and Conditions**

14.1 Responses will be accepted only from parties that are free of all obligations and interests that might conflict with the best interests of MISD and have the capacity to provide product and services timely.

14.2 MISD reserves the right to contact references from the proposer's client list.

14.3 Responses submitted after the due date and time noted in this document shall not be considered.

15.0 **Proposal Deadline**

Proposals must be presented sealed and identified clearly as follows: **“Sealed Proposal for MISD Annual Financial Audit, Request for Qualifications #19-003RFQ. Do not open until 2:00 p.m., Friday, May 17, 2019.”** Proposals must be submitted on or before the date and hour noted to be considered.

Please prepare and submit one (1) original of the complete proposal document with signatures along with three (3) additional copies of the complete proposal document (one of which should be in electronic format.) Electronic copy must be in a Microsoft Office format (i.e. Word, Excel) or a searchable PDF document. The proposal containing the original signatures should clearly be marked “Original.” The original proposal and copies must be provided in the sealed proposal envelope.

16.0 **Board of Trustee Approval**

A qualified firm should be selected on or before June 17, 2019, barring a decision by the Board of Trustees to reject all firms submitting qualifications.

## Background Information

MISD is located in Harrison County in upper east Texas. The District's budgeted expenditures for 2018-19 is approximately \$50,880,264 for the General, Food Service, and Debt Service Funds.

Approximately 900 District employees serve 7 campuses. MISD has an enrollment of approximately 5,500 students in grades pre-kindergarten to 12. The 7 campuses are comprised of 1 high school, 1 junior high, 4 elementary schools, and an early childhood center.

The District is governed by a seven-member Board of Trustees elected to three year terms. The terms are staggered to ensure continuity.

For financial transactions, MISD utilizes the Skyward software.

MISD authorized a \$110 million bond 2015 to build 4 new campuses.

Special Revenue Funds include the District's National School Breakfast and Lunch Program, Campus (Public) Activity Funds and all federal, state, and locally funded grants. The Internal Service Funds include the District's workers' compensation plan, which is supported by District contributions. The Agency Fund includes the Campus (Agency) Activity Funds.

Other pertinent information includes:

- Property tax collections are contracted out to Harrison Central Appraisal District.
- The District limits its investments to obligations of the U.S. Treasury or the State of Texas, certain U.S. Agencies, certificates of deposit, no-load money market mutual funds, certain municipal securities, repurchase agreements, banker's acceptances, and commercial paper or investment pools.
- Campus (Agency) Activity Funds are essentially centralized. Revenues received are deposited in the District's Agency bank account. Expenditures are made through the District's accounts payable department.
- As of August 31, 2018, no component units were included in the District's financial statements under the requirements of GASB #39.
- The District does not participate in joint ventures with other governments.

More detailed information concerning MISD can be found on the District's website at [www.marshallisd.com](http://www.marshallisd.com).

## Proposal Format and Content

Proposers must use the following format (including the numbering system) and address the content of each section. Please provide one original and three (3) copies of the proposal (one of which should be in electronic format.) Electronic copy must be in a Microsoft Office format (i.e. Word, Excel) or a searchable PDF document.

A. Cover Letter

See conditions for submission of proposal in the notice to proposers, general conditions, and special conditions.

B. Mandatory Criteria

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

1. Must be an independent auditor properly licensed for public practice.
2. Must meet the independence standards of Government Auditing Standards, United States Government Accountability Office (GAO).
3. Must have experience in the annual financial audit and the preparation of financial statements of governmental entities that meet the requirements of statements issued by the Governmental Accounting Standards Board.
4. Must not have a record of substandard work.
5. Must submit a proposal meeting all of the requirements of the Request for Qualifications.

C. Technical Component

To demonstrate the public accounting firm's understanding of the work to be done, the interested 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 firm's approaches to performing an annual audit, including the methodology (statistical sampling, analytical procedures), 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.
4. Make a statement concerning the interested firm's independence, including direct and indirect financial interest, and the relationship of the proposed audit team to employees of the District and any of the District's Board of Trustees.

D. Management Component

The interested 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 firm is a member and the length of its 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 entity is a national, regional or local public accounting firm.
4. Provide evidence that the interested firm has experience in performing school district/government audits. List current and past audit clients 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.

## **Proposal Format and Content (continued)**

### **D. Management Component (continued)**

5. State whether the 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. State the size and structure of the firm, including audit staff positions.
7. Describe the proposed audit team in terms of job positions in the firm.
8. 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. At a minimum, list the names of the Partner, Director, Audit Manager, and Audit Senior who will be responsible for the engagement. Include the educational background of all staff members named, professional licenses held, and their applicable experience auditing school districts/governmental entities.
9. Describe continuing professional education in governmental accounting and auditing received by the proposed audit team during the last four years.
10. Provide the names and qualifications of any needed outside specialists and consultants that will assist the proposer's staff members.
11. Describe staff rotation plans for audit team members if this is to be a multi-year contract.

### **E. Task / Activity Plan & Estimated Fee**

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. Please provide the hourly rates and the estimated hours for each audit team member that will be charged to this project.

State the fee estimate. Describe the overall engagement cost (including reimbursements for expenses) and frequency of billings for service. The overall engagement cost should include all expenses associated with the project. Proposal should not have a fee estimate plus out-of-pocket expenses. Describe any normal process for evaluating the fee from year to year. Indicate the maximum percentage of increase from the previous contract period for the position type fees if the District exercises the extension(s).

### **F. Contract Negotiation**

The District and interested firms may enter into discussions and revisions of the proposal, as necessary. The fee for the annual TEA financial audit and the review may be negotiated by the District's Business Office Supervisor subject to the annual review and approval by the Board of Trustees.

## **ATTACHMENT A**

### **MARSHALL INDEPENDENT SCHOOL DISTRICT PROPOSER'S QUALIFICATIONS FOR EVALUATION**

This worksheet is to be used to document the District's evaluation of the Proposers' qualifications. Points 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 presentations 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.

Proposals which have met all of the criteria in Proposal Format and Content, Section B, Mandatory Criteria, will be evaluated on the following:

#### **I. Technical Component Criteria – 20 points**

The audit firm should demonstrate its understanding of the work to be performed as discussed in the RFQ, Proposal Format and Content, Section C – Technical Component.

#### **II. Management Component Criteria – 25 points**

The audit firm will furnish satisfactory evidence of capability to provide in a professional and timely manner the services stated in the RFQ, Proposal Format and Content, Section D - Management Component.

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

1. Auditing experience in Texas public schools.
2. Customer Satisfaction - Are current or past customers of the firm satisfied with the level of service provided?

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

1. Size and structure of the firm, including audit staff positions.
2. Qualifications of supervisory personnel, consultants, and the field audit team (education, including continuing education courses taken during the past four years and the types and years of experience).

##### **C. General direction and supervision to be exercised over the audit team by the firm's management personnel.**

#### **III. Task / Activity Plan – 25 points**

Approach the firm will take to complete the annual audit including staffing and time lines as discussed in the RFQ, Proposal Format and Content, Section E – Task / Activity Plan.

Clear understanding of the work to be performed:

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

ATTACHMENT A (continued)

**MARSHALL INDEPENDENT SCHOOL DISTRICT  
PROPOSER'S QUALIFICATIONS FOR EVALUATION**

**IV. Estimated Fee – 20 points**

Estimated fee by position type, the estimated chargeable hours, and the additional year increase(s).

**V. Oral Interviews (if Necessary) – 10 points**

Interview Points Awarded

## Certification and Representations

### Proposal Certification and Affirmation

**NOTE TO PROPOSER: Failure to complete and submit this certification and affirmation page will be grounds for disqualification of the associated Proposal response.**

The undersigned affirms that he or she is duly authorized to execute this certification and Proposal response, that this company, corporation, firm, partnership or individual has not prepared this Proposal response in collusion with any other person, firm or entity making or considering making a Proposal response to MISD for any future District projects and that contents of this Proposal response as to prices, terms or conditions of said Proposal response 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 Proposal response.

The foregoing is true and correct. MISD, or any authorized representative of MISD, is authorized by the undersigned to contact any firm, institution, or person listed above to obtain information that MISD might determine as being desirable.

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of this Request for Proposal, including all forms and attachments included and/or referenced herein, if accepted within ninety (90) calendar days after Solicitation closing.

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

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

City/State/Zip: \_\_\_\_\_

Company Phone No.: \_\_\_\_\_

Company Fax No.: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

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

Representative Phone No.: \_\_\_\_\_

Representative Email Address: \_\_\_\_\_

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

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



# Marshall Independent School District

## PROPOSER/VENDOR CERTIFICATION FORMS

### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS-APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by MISD for any contract resulting from this procurement process.

- (A) **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 Regulations 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.**

Pursuant to Federal Rule (A) above, when federal funds are expended by MISD, MISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- (B) **Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when federal funds are expended by MISD, MISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. MISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if MISD believes, in its sole discretion that it is in the best interest of MISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by MISD as of the termination date if the contract is terminated for convenience of MISD. Any award under this procurement process is not exclusive and MISD reserves the right to purchase goods and services from other vendors when it is in the best interest of MISD.

Does proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- (C) **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."**

Pursuant to Federal Rule (C) above, when federal funds are expended by MISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does proposer agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- (D) **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities 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 Financed and Assisted Construction"). In accordance with the statute, 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 non-Federal 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 (29 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 subrecipient must be prohibited from inducing, 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by MISD, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- (E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity 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 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.

Pursuant to Federal Rule (E) above, when federal funds are expended by MISD, the vendor certifies that during the term of an award for all contracts by MISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- (F) **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 subrecipient 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 subrecipient 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by MISD, the vendor certifies that during the term of an award for all contracts by MISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- (G) 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 subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal 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).**

Pursuant to Federal Rule (G) above, when federal funds are expended by MISD the vendor certifies that during the term of an award for all contracts by MISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- (H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (sec 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.**

Pursuant to Federal Rule (H) above, when federal funds are expended by MISD, the vendor certifies that during the term of an award for all contracts by MISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- (I) 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 non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by MISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by MISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(J) A non-Federal 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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014)**

Pursuant to Federal Rule (J) above, when federal funds are expended by MISD the vendor certifies that during the term of an award for all contracts by MISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (J) above.

Does proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**RECORD RETENTION REQUIREMENTS FOR  
CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333**

When federal funds are expended by MISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH EPA  
REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE  
AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by MISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by MISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 163, 89 Stat. 871).

Does proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**STATE REQUIREMENTS FOR FEDERAL CONTRACTS**

All contracts under federal awards must meet federal, state and local requirements. State requirements for all contracts under federal awards include the following:

- A letter of intent to contract with a third party may be signed prior to the issuance of a Notice of Grant Award (NOGA).
- The contract is only effective upon receipt by the District of the NOGA from the awarding agency.
- The contract period is aligned to the grant period of availability as stated on the NOGA from the federal/state awarding agency (period of availability).
- All services will be completed during the effective dates of the contract.
- All services will be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and paid upon verification of receipt of services.
- The regulations for procurement in 2 CFR §200.318-323 are followed in issuing the contract.
- All professional services provided under the contract will follow the provisions of 2 CFR §200.459 Professional service costs.
- The contract identifies the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- The contract identifies and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the contract.
- The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).
- The contract specifies that the invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

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**Proposer agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the proposer certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Proposer's Name/Company Name: \_\_\_\_\_

Address, City, State and Zip Code: \_\_\_\_\_

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

Printed Name and Title of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_

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

END OF FORM

*NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.*



# Marshall Independent School District

## Compliance with Texas Law Regarding Foreign Organizations and Israel Boycotts Texas SB 252 and HB 89

Proposer hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State (the “Foreign Organization List”). In the event that Proposer is added to the Foreign Organization List at any time during the term of this Contract, Proposer shall promptly provide notice to MISD. MISD may, at its discretion, terminate this Contract immediately upon receipt and verification of information, by any means, that Proposer has been added to the Foreign Organization List. Proposer further certifies and verifies that neither Proposer, nor any affiliate, subsidiary, or parent company of Proposer, if any (the “Related Companies”), currently boycotts Israel, and Proposer agrees that Proposer and Related Companies will not boycott Israel during the term of this Contract. For purposes of this Contract, the term “boycott” shall mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. The term “boycott” shall not include an action made for ordinary business purposes.

---

Company’s Name: \_\_\_\_\_

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

“a. \_\_\_\_\_ My company is not identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.”

“b. \_\_\_\_\_ My company, nor any affiliate, subsidiary, or parent company currently boycotts Israel and will not boycott Israel during the term of this Contract.”

PLEASE CHECK a, and b, ABOVE AND SIGN BELOW

Offeror’s Printed

Name \_\_\_\_\_ Position/Title \_\_\_\_\_

Offeror’s

Signature \_\_\_\_\_ Date \_\_\_\_\_

END OF FORM

*NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.*

**MARSHALL INDEPENDENT SCHOOL DISTRICT**  
**MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)**

**1. Is your company owned (51% or more) by an individual or individuals designated as minority or woman-owned?**

YES  NO

**2. If you answer yes to question number (1), please submit a copy of the applicable certification with your proposal.**

*NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.*

## 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."

**This notice is not required of a publicly held corporation.**

I, the undersigned 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.

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### Please select one choice below:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- B. My firm is not owned or operated by anyone who has been convicted of a felony.
- C. My firm is owned or operated by the following individuals who has/have been convicted of a felony.

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Date of conviction(s): \_\_\_\_\_

**Name of Vendor:** \_\_\_\_\_

(Please type or print)

**Name of Company Official:** \_\_\_\_\_

(Please type or print)

**Signature of Authorized Agent:** \_\_\_\_\_ **Date** \_\_\_\_\_

*NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.*

## Conflict of Interest Questionnaire Requirement

According to Local Government Code, Chapter 176, a vendor or an agent of a vendor who enters or seeks to enter into a contract with Marshall Independent School District (District) must file a completed Conflict of Interest Questionnaire with the Purchasing Department not later than the seventh (7th) business day after the later of:

- the date that the vendor begins discussions or negotiations to enter into a contract with the District or submits to the District an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the District; or
- the date the vendor becomes aware of an employment or other business relationship with a local officer, or a family member of the officer described in Section 176.003, or that the vendor has given 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 a contract has been executed, or the local governmental entity is considering entering into a contract with the vendor or has a family relationship with the local government officer.

A new Conflict of Interest Questionnaire must be filed not later than the 7th business day after the date on which you become aware that the originally filed questionnaire was incomplete or inaccurate.

Please go to the following link to complete the E-CIQ at <http://www.Misd.net/en/about/financial-information/bids-and-proposals/conflict-interest/> prior to the closing of this proposal.

**This form must be executed electronically and must be completed each and every school year. MISD must have one on file with a date of July 1, 2019 or after.**

## Texas Ethics Commission - Certificate of Interested Parties-Form 1295

It is the intent of Marshall Independent School District to enter into or renew a contract with your company that will require approval by our Board of Trustees. Actions required by House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016. Additional information regarding the specific steps required is available at [www.ethics.state.tx.us/index.html](http://www.ethics.state.tx.us/index.html).

**Please go to the Texas Ethics Commission Website at the following link: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) to complete the electronic Form 1295, Certificate of Interested Parties. An example of the form is on the following page, for your reference. Upon completing your Form 1295 Certificate of Interest Parties *Electronic Filing Application* with the Texas Ethics Commission, please submit the signed unsworn declaration form with your bid response which will include your assigned Certificate number.**

The form shall be submitted to the undersigned to initiate or continue our business relationship. Failure to submit the form by the requested date may result in the inability to enter into or renew a contract with your company. Questions regarding the process or law should be directed to the Texas Ethics Commission. Questions regarding your contract with MISD should be addressed to the Purchasing Coordinator.

**Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018.** The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
  - o the value of the contract cannot be determined at the time the contract is executed; and
  - o any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;\*
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;\* or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.\*

The newly exempt contract types are marked with an asterisk.

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

**OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

**Certificate of Residency**

The State of Texas passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A, [www.capitol.state.tx.us/statutes/gv.toc.htm](http://www.capitol.state.tx.us/statutes/gv.toc.htm). This law makes it necessary for the MISD to determine the residency of its bidder. In part, this law reads as follows:

“Section: 2252.001

(3) ‘Non-resident’ bidder refers to a person who is not a resident.

(4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a government contract to a nonresident bidder unless the nonresident underbids the lowest proposal 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.”

I certify that \_\_\_\_\_  
(Name of company bidding)

is, under Section: 2252.001 (3) and (4), a \_\_\_\_\_ Resident Bidder \_\_\_\_\_ Non-resident Bidder

If Non-resident Bidder is checked, does your “residence state” require bidders whose principal place of business is in Texas to under-bid vendors whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

Yes  No If yes, what is the amount or percentage? \_\_\_\_\_

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of \_\_\_\_\_  
in the state of \_\_\_\_\_.

\_\_\_\_\_  
(Signature of authorized company representative)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_ Title \_\_\_\_\_ Date

*NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.*

**Resident Bidder Form**

If you or your company own real or personal property within Marshall I.S.D. boundaries, please provide the address(es) and HCAD tax account number(s). If none, please indicated under item B.

A	Address	HCAD Tax Account Number (13 digits)
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

List additional account numbers on a separate page.

Additional accounts are listed       Yes       No

B. There is no real or personal property located in Marshall I.S.D. boundaries to report.

**Signature of Authorized Agent** \_\_\_\_\_ **Date** \_\_\_\_\_

I, the undersigned for the firm named below, certify that the information concerning notification of real or personal property located within Marshall I.S.D. boundaries is true to the best of my knowledge and have completed either item A or B above.

**Vendor (Company) Name** \_\_\_\_\_

**Signature of Authorized Agent** \_\_\_\_\_ **Date** \_\_\_\_\_

*NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.*

**Solicitation Acknowledgment Form**

Having carefully examined the Notice to Proposers, General and Special Conditions, Specifications, and Solicitation Acknowledgment Form, the undersigned Bidder's Agent hereby proposes and agrees to furnish goods and/or supplies in strict compliance with the specifications at the prices quoted. The Proposer affirms that, to the best of his knowledge, the bid has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other bidders in the award of this bid.

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

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Website Address \_\_\_\_\_

Email Purchase Order To \_\_\_\_\_

Remit to Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Signature of Proposer \_\_\_\_\_

Printed Signature \_\_\_\_\_

Title \_\_\_\_\_

Email Address \_\_\_\_\_

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

## Vendor Response Form and Required Documents

### Required Documents and Check List:

- \_\_\_\_\_ **Proposal Certification and Affirmation** page 15 is completed and returned with proposal.
- \_\_\_\_\_ **MISD Proposer/Vendor Certification Forms** pages 16-21 is completed and returned with proposal.
- \_\_\_\_\_ **Compliance with Texas Law Regarding Foreign Organizations and Israel Boycotts Texas SB 252 and HB 89** on page 22 is completed and returned with proposal.
- \_\_\_\_\_ **Minority/Women Business Enterprise (M/WBE)** on page 23 is completed and returned with proposal.
- \_\_\_\_\_ **Felony Conviction Notification** on page 24 is completed and returned with proposal.
- \_\_\_\_\_ **Conflict of Interest Questionnaire Requirement** completed online as directed on page 25.
- \_\_\_\_\_ **Texas Ethics Commission Certificate of Interested Parties-Form 1295**, instructions on page 26, complete and returned with proposal.
- \_\_\_\_\_ **Certificate of Residency** on page 28 is completed and returned with proposal.
- \_\_\_\_\_ **Resident Bidder Form** on page 29 is completed and returned with proposal.
- \_\_\_\_\_ **Solicitation Acknowledgment Form** on page 30 is completed and returned with proposal.