

**PURCHASING DEPARTMENT**

2145 West Nasa Blvd

Webster, TX 77598

281-284-0211

**REQUEST FOR QUALIFICATIONS**

|  |   |
|--|---|
| Solicitation For                       | <b>RFQ 2016.401 - ANNUAL FINANCIAL AUDIT SERVICES</b>   |
| Scope                                  | <b>Request For Qualifications to establish Annual Financial Audit Services</b>  |
| Direct all questions to:               | <b>Please direct your questions to Greg Cruthirds, Director of Purchasing at:</b><br><a href="mailto:gcruthir@ccisd.net">gcruthir@ccisd.net</a>   |
| Presentations to Selection Committee:  | <b>Tuesday, April 28<sup>th</sup>, 2015 for Selected Finalists</b>  |
| Send Response to:                      | <b>Sealed Qualifications will be received at the:</b> Central Support Facility, Purchasing Department, Attn: Bid Clerk, Clear Creek Independent School District, 2145 West Nasa Blvd. Webster, TX 77598 |
| Qualifications will be received until: | <b>2:00 PM, Tuesday, April 21<sup>th</sup>, 2015</b>  |
| Public Opening:                        | Sealed Qualifications will be publicly opened. The responses will be "under evaluation and not available for public review" until seven business days after approval by the Board of Trustees           |
| Bid Security                           | <b>Not Applicable</b>   |
| Anticipated Award Date                 | <b>May 18<sup>th</sup>, 2015</b>  |
| NO BID <input type="checkbox"/>        | IF YOU ARE NOT RESPONDING TO THIS PROCUREMENT, PLEASE CHECK THE NO-BID BOX AND FILL-<br>IN ACKNOWLEDGEMENT INFORMATION BELOW  |

**Acknowledgement**

|   |  |       |  |
|---|--|-------|--|
| Company Name:                                       |  |       |  |
| Name Of Agent Authorized to sign bids or contracts: |  | Title |  |
| Physical Address:                                   |  |       |  |
| City, State, Zip:                                   |  |       |  |
| Telephone:  |  | Fax:  |  |
| E-Mail for Correspondence:                          |  |       |  |

  
Authorized by Greg Cruthirds, RTSBA  
Clear Creek ISD Director of Purchasing

\_\_\_\_\_  
Signature & Date  
Authorized Vendor's Agent

### SCOPE

The Clear Creek Independent School District (CCISD) is soliciting a Statement of Qualifications from qualified public accounting firms specializing in the K-12 public educational sector to provide annual financial audit services, beginning with the annual audit for fiscal year ending August 31, 2015.

### CLEAR CREEK ISD STANDARD TERMS AND CONDITIONS

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These terms and conditions are applicable to and form a part of all contract documents and purchase orders issued as a result of award. This written document is the entire agreement between both parties, and supersedes any previous written or oral agreements. Future amendments to the agreement will be in the form of a written amendment.

1. **CONTRACT AWARD:** The District expects to award this contract in May 2015.
2. **CONTRACT TERM:** This contract will be effective for one (1) year, beginning on June 1, 2015 with (4) renewal options for additional one-year periods, at the District's option and with the acceptance of the awarded firm. In the event this contract expires before another contract is awarded, the contract may be extended on a month-to-month basis by mutual agreement.
3. **ANNUAL REVIEW:** The contract will be reviewed by the District annually in the month of February for renewal consideration with the awarded vendor.
4. **VENDOR CHANGES AND UPDATES:** Vendors shall send all updates of their company and contact information directly to the buyer listed on the cover page. Vendors who fail to maintain their current information are solely responsible for any missed opportunities.
5. **OFFEROR CONDUCT** - Beginning with your receipt of this Notice and during the Request For Qualifications process, Offerors are not permitted to contact any District Board of Trustees member, officer or employee, other than the District Director of Purchasing and the designated buyer (s) stated within these terms and conditions. No gratuities of any kind will be accepted, including meals, gifts or trips. The District by written notice to the Vendor, may cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending the making or any determinations with respect to the performing of such a contract. In the event the district cancels this contract pursuant to this provision, the District shall be entitled to all applicable rights and remedies as stipulated by Governing Law.
6. **SEND QUALIFICATIONS TO** – To be considered a responsive offer, submit the Original Signed Qualifications sheets and any other requested information in a sealed envelope on the forms provided.
  - a. **Mail** the Qualifications in a sealed envelope. On the envelope you must include your *company name, return address, the Qualifications number and the due date / time.*
  - b. Mail the Qualifications to:  
Greg Cruthirds, Director of Purchasing  
2145 West Nasa Blvd, Webster TX 77598
  - c. Qualifications may also be hand-delivered to the CCISD Purchasing Department during standard business hours.

7. **CERTIFICATIONS**— vendor acknowledges the following certifications by submission of the proposal. Business information form, tax payer identification, resident / non resident certification, non-collusion certification, felony conviction notification, national criminal history (supplier employees), debarment / suspension form, clean air and water act, certification regarding lobbying, references, Hub certification, acknowledgement form.
8. **QUALIFICATIONSVALIDITY**: Submissions shall remain valid, pending award for 90 days. All prices and discounts will remain effective for two years from date of award.
9. **INTERPRETATION** - If a person contemplating submitting an offer for the proposed contract is in doubt as to the true meaning of any part of the Qualifications documents, he/she may submit a written request for an interpretation.
10. **LATE QUALIFICATIONS**- Qualifications not received and date/time stamped by the District Purchasing Office by or before the Qualifications closing time will not be accepted. Late courier and/or hand delivery attempts will be refused. Late mail deliveries will be held unopened (Vendor will be advised by mail that the Qualifications package was late and not accepted and will be allowed to pick up the Qualifications package or furnish a “call tag” and have the package picked up by a courier. The District is not responsible for mail, courier or other delivery methods' in-transit time or non-delivery. Fax or electronically transmitted Qualifications are not acceptable.
11. **SUITABILITY** - The District reserves the right to accept or reject all or any part of any proposal, waive minor formalities, to be the sole judge of quality and suitability and award the Qualifications deemed to be most advantageous to the District.
12. **EXCEPTIONS** - Any exceptions taken to the terms and conditions of this Qualifications request must be clearly stated, in writing, and attached as a part of the proposal.
13. **GOVERNING LAW** - All items and services offered shall conform to all applicable local, county, state and federal laws, ordinances and regulations. The venue for any legal actions arising from this contract will be Galveston County, Texas, the county of the administrative headquarters of the school district.
14. **INDEMNIFICATION** - Successful vendor(s) shall indemnify and save harmless Clear Creek Independent School District from and against any and all claims, demands, damages, lawsuits, expenses, costs, liabilities, injuries, liens, and causes of action arising out of, resulting from, or in any manner connected with the performance of the work hereunder, to the extent caused in whole or in part by the negligent acts or omissions of the vendor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the partial, but not sole, negligence of Clear Creek Independent School District. The contractor hereby agrees to defend any and all such actions brought against Clear Creek Independent School District for any and all expenditures, or expenses, including, but not limited to, court costs and attorney's fees, made or incurred by Clear Creek Independent School District, and/or by reason of any such suit or suits.
15. **EQUAL EMPLOYMENT OPPORTUNITY** - All Vendors shall be in compliance with Executive Order 11246, entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulations (41CFR Part 60). No individual shall be excluded from participating in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any such program because of race, color, religion, sex, national origin, age, handicap, or political application or belief.
16. **PATENT RIGHTS** - Successful vendors shall indemnify and protect the District from any claim involving patent right or copyright infringement on goods supplied.
17. **APPROPRIATED FUNDS** - For any fiscal year beginning September 1, the District's obligation under any purchase order, contract, or service agreement arising from this Qualifications request is contingent upon the availability of appropriated funds from which payment for purchase orders, contracts, or service agreements can be made. No legal liability on the part of the District nor any payment or continuation of any agreement may arise until funds are made available to the District for this

purchase order, contract, or service agreement and until successful vendor receives notice of such availability.

18. **CONTRACT AWARD** - The District reserves the right to award contracts for any, all, or none of the parts and/or items of this Qualifications request. Contracts for purchase shall be put into effect by means of purchase order(s) executed by the District's Purchasing Director after this contract has been awarded.
19. **NON-EXCLUSIVE AWARD** - Except as noted, any contract award resulting from this request is not an exclusive agreement to purchase. The District reserves the right and option, without penalty, to purchase like materials and services from other sources when and if such purchases, in the opinion of the District, are necessary and in the best interest of the District.
20. **PURCHASES** - Purchases will be made on an as needed basis throughout the period of the contract by way of Blanket Purchase Orders or line item purchase orders.
21. **CANCELLATION**: The Clear Creek Independent School District reserves the right to cancel any contract resulting from this Request For Qualifications at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). If the vendor fails to perform as required in the Qualifications document, contracts may be terminated without notice. Contractor may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidders address appearing on the face of the Request For Qualifications(or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.
22. **INVOICES**– Seller shall submit an original invoice to Clear Creek Independent School District, PO BOX 799, League City, Texas 77574, Attention: Finance Department. Invoices must indicate the District purchase order number, Invoice Date, Name of Company, Complete mailing address and telephone number, Brief description of the item or service, quantity, unit price and extended price, Any other substantiating documentation or information as required by the contract. Invoices subject to cash discount will be calculated from the date final invoice is received by the District Accounts Payable Department.
23. **PAYMENTS** - The sum of the payments due Seller is limited to the amount of money stated on the face of the purchase order. Any products provided or services rendered in excess of this amount will be at Seller's expense and not payable by the District. No alterations, substitutions or extra charges will be permitted without a written Change Order. Merchandise may not be billed at a price higher than the amount stated on the order. The District shall pay all undisputed invoices for accepted merchandise and/or services within 30 days of delivery or acceptance, whichever is later. Contracts requiring a monthly charge will be billed and paid on a monthly basis.
24. **TAXES** - Pursuant to Texas Tax Code Ann. Sec. 151.309, as amended. The District is exempted from sales and use taxes. Do not include federal excise, state or city sales tax in your totals. If it is determined that tax was included in the totals, it will not be included in any tabulation, award or payments. Tax exemption certificate will be furnished upon request.
25. **ADDENDA TO RFQ**: The District reserves the right to revise and amend the specifications prior to the date set for the opening. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFQ in writing and request modification or clarification desired. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFQ. It is the responsibility of each Proposer, prior to submitting the proposal, to view the Purchasing Department webpage to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal. All questions must be received in writing by the Director of Purchasing via fax (281.284.9913). No addenda will be issued later than 3 business days prior to the Qualifications closing, except an addendum withdrawing the Qualifications or postponing the opening of the proposal. All addenda will be posted to the District Purchasing Department Web Page at [www.ccisd.net](http://www.ccisd.net).

26. OPENING PROCEDURE – Qualifications will be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. Only the names of offerors will be read at the public opening.
27. PUBLIC INFORMATION ACT - Respondents to the Qualifications are advised that all materials submitted to the District as a part of their response, become and remain the property of the District and consequently cannot be returned to the respondent. Upon award by the District Board of Trustees, the materials are subject to disclosure under the Public Information Act, Texas Government Code, Chapter 552 and may be viewed and/or copied by any member of the public, including news agencies and competitors.
28. CONFIDENTIAL INFORMATION OR TRADE SECRETS – Per Government Code, Article 252.049, if any of the information is considered to be confidential or a trade secret belonging to the proposer and, if released would give advantage to a competitor or proposer, that information should be filed with the Qualifications in a separate envelope marked “confidential – do not duplicate without permission.” Failure on part of the respondent to indicate the proprietary/confidential status for the applicable documents as recommended will release the District from any action or actions should said documents be made public. Respondents should note that entire responses cannot be considered “proprietary” or “confidential”, and any responses so marked will be considered “non-responsive.”
29. NEGOTIATIONS – The District may choose to award a contract based on the original submission, or move to negotiations. Because the District may choose not to enter into negotiations and/or request a best and final offer, all offerors are to assume the original submission, and any subsequent communication with the District, may be considered a final offer.
30. NON-WARRANTY OF QUALIFICATIONS- Due care and diligence has been exercised in the preparation of the RFQ, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required, the exposures to risk, and verification of all information herein shall rest solely with those submitting proposals. Neither the District nor its representatives shall be responsible for any errors or omissions in this RFQ. The District reserves the right to request additional information from the Company after the submission date. This written document is the entire agreement between both parties, and supersedes any previous written or oral agreements. Future amendments to the agreement will be in the form of a written amendment.
31. DELIVERY RESPONSIBILITY - The District will not be responsible for any material being delivered or services performed without a purchase order, signed by an authorized representative of the District.
32. CERTIFICATIONS – Vendor acknowledges the following certifications by submission of qualifications:  
Non-Collusive Bidding Certificate: (a) the submission has been independently arrived at without collusion with any other vendor or with any competitor. (b) The submission has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of Qualifications for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this Qualification certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.  
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 an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract." This Notice Is Not Required of a Publicly Held Corporation.  
Criminal History Notification: Any project that requires a vendor to work in a classroom, gymnasium, parking lot, or other part of a school building where students will have access is affected by this provision. Prior to commencing any work under this Agreement, vendor will certify by Affidavit that the contractor has submitted to the necessary fingerprint-based criminal

history background check and has obtained, as required by Texas Education Code Section 22.0834: national criminal history record information from a law enforcement or criminal justice agency for each employee of contractor hired before January 1, 2008; and/or national criminal history record information from the Texas Department of Safety for himself or herself and for each employee hired on or after January 1, 2008. Contractor or any employee of Contractor who will have direct contact with students must not have been convicted of an offense identified in Texas Education Code Section 22.085. In the event the District discovers that contractor or any employee of the contractor for whom certification is required has been convicted of a disqualifying offense, this Agreement is void.

Clean Air and Water Act: Vendor certifies that company is in compliance with all applicable standards, orders or regulations 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 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

Debarment / Suspension: The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.

Certification Regarding Lobbying (when Federal Money is being used). The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or 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, SF-LLL "Disclosure of Lobbying Activities" Form in accordance with its instructions. (3) The undersigned shall required that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

HUB Certification: Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) entities are encouraged to attach a copy of the HUB Certification when responding to this Qualifications invitation.

Resident Nonresident Vendor The 1985 Texas Legislature passed House bill 620 (now Chapter 2252 of Texas Government Code) relative to the award of contracts to nonresident bidders (out of state contractors whose corporate offices or principal place of business are outside of the state of Texas). This law provides that, in order to be awarded a contract as low bidder, a nonresident bidder's response for construction, improvements, supplies or services in Texas be bid in amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the state in which the nonresident's principal place of business is located. As defined by Texas Government Code 2252.001, a "resident vendor" means a vendor whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident vendor" means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

**VENDOR QUALIFICATIONS** - The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFQ. The Evaluation Committee will reject the Qualifications of any vendor who is deemed not to be a responsible vendor or fails to submit a responsive offer as defined.

**SELECTION OF FINALISTS** - The Evaluation Committee will select finalists. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations will be determined at this time (if deemed necessary).

**CLARIFICATION FROM FINALISTS** - Finalists may be asked to submit written clarification to their Qualifications responses (if deemed necessary by the Evaluation Committee).

**PRESENTATION AND DEMONSTRATION** - If selected as a finalist, vendors agree to provide the Evaluation Committee with a presentation (if deemed necessary by the Evaluation Committee) at a District location in or near League City, Texas at a time to be determined by the District. The proposed primary account manager is expected to conduct the presentation.

**SERVING SUBCONTRACTORS** - The District recognizes the fact that the potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of technical support services installation, training, warranty or maintenance services in accordance with the terms and conditions of the contract. However, the vendor shall remain solely responsible for the performance of this agreement. Servicing subcontractors may not directly accept purchase orders or payments for products or services under the terms and conditions of the contract. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the Qualifications response and any subsequent projects related to this contract.

**INSURANCE**– The Vendor shall not commence any portion of the work under this contract until he/she has obtained the insurance required herein and copies of certificates have been approved by the District and filed in the Purchasing Department. Approval of the insurance shall not relieve or decrease the liability of the successful vendor. The insurance certificate(s) shall become a part of the Qualifications documents. The successful vendor shall submit an insurance certificate evidencing the coverage's listed below following notification of award. Such certificates shall include that policies will not be reduced or canceled without thirty (30) days prior written notice to the District. The required insurance must be written by a company licensed to do business in the State of Texas at the time the policy is issued.

**COMPREHENSIVE GENERAL LIABILITY INSURANCE**

Including "products and completed operations" coverage:

Bodily Injury Liability

Property Damage Liability

**AUTOMOBILE PUBLIC LIABILITY INSURANCE:**

Comprehensive Automobile Liability

Bodily Injury Liability

Property Damage Liability

**WORKERS COMPENSATION**

With limits to comply with the requirements of

The Texas Workers' Compensation Act

**UMBRELLA LIABILITY:**

Minimum Limits:

**PROFESSIONAL ERRORS & OMISSIONS**

**LIABILITY INSURANCE:**

Minimum Limits:

\$100,000 each person

\$500,000 each occurrence

\$100,000 each occurrence

\$250,000 each person

\$500,000 each occurrence

\$100,000 each occurrence

Statutory Limits

\$1,000,000 each occurrence

One time project amount; \$1,000,000

Occurrence & Aggregate minimum,

\$1,000,000

**INSURANCE CONDITIONS:**

All insurance coverage(s) shall be issued by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

All certificates must include:

1. The location or description and the bid number, CSP number or Purchase Order number

2. A 60 day notice of cancellation of any non-renewal, cancellation or material change to any of the policies

3. "Additional Insured" on the General Liability, Automobile Liability and any Umbrella (Excess) Liability policies naming the District.

4. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability, Automobile Liability, and the Umbrella Liability

5. In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the District as Additional Insured, and (b) showing waivers of subrogation in favor of the District: CG2010, CG2037, CG2404, CA0070, CA0032, WC0003 or their equivalents.

All insurance must be maintained for one year following substantial completion with Certificates of Insurance provided.

Contractor shall be responsible for payment of all deductibles; the District shall approve the deductibles selected.

If any policy has aggregate limits, a statement of claims against the aggregate limits is required.  
The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverages and limits when deemed reasonably prudent by District based upon changes in statutory laws, court decisions or potential increase in exposure to loss.



## **VENDOR SUBMISSION CHECKLIST**

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If you are submitting a proposal, include the following pages with your response.

- ☐ BUSINESS INFORMATION ACKNOWLEDGEMENT
- ☐ TAX PAYER IDENTIFICATION
- ☐ REFERENCES
- ☐ QUALIFICATIONS SHEETS
- ☐ AFFIDAVIT: WHEN A CONTRACTOR OR ANY EMPLOYEE OF CONTRACTOR WILL HAVE DIRECT UNSUPERVISED CONTACT WITH STUDENTS A NOTARIZED AFFIDAVIT CERTIFYING CRIMINAL HISTORY RECORD INFORMATION HAS BEEN REVIEWED AND CLEARED SHALL BE SUBMITTED.
- ☐ HUB Certificate (if applicable)
- ☐ MAIL THE COMPLETED CHECKLIST ITEMS IN A SEALED ENVELOPE ADDRESSED AS FOLLOWS:

YOUR COMPANY NAME  
RETURN ADDRESS  
CCISD RFQ Title, Number & Due Date/Time



Attn: Greg Cruthirds, Director of Purchasing,  
2145 WEST NASA BLVD  
WEBSTER TX 77598

COMPLETE THE NOTICE OF NO BID IF YOU **DO NOT** WISH TO MAKE AN OFFER ON THIS QUALIFICATIONSSO WE CAN MAINTAIN OUR RECORDS, OTHERWISE DISCARD THE NOTICE OF NO BID PAGE.

**BUSINESS INFORMATION AND ACKNOWLEDGEMENT**

Business Name: \_\_\_\_\_

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

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

Remittance Address (if different): \_\_\_\_\_

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

Phone:     -     -     Fax:     -     -     \_\_\_\_\_

Toll Free Phone:     -     -     Toll Free Fax:     -     -     \_\_\_\_\_

Contact / Sales Representative Name: \_\_\_\_\_

Contact Phone:     -     -     Fax:     -     -     \_\_\_\_\_

Business Email for Correspondence including bids and renewals: \_\_\_\_\_

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

Do You Accept Purchase Orders    yes / no    minimum Order Amount, If Any\$ \_\_\_\_\_

Discount for early payment?    yes / no    if Yes,    % Discount for Payments received in    Days \_\_\_\_\_

Years / Months In Business With Present Name: \_\_\_\_\_

**Type of Organization (Check All That Apply):** ☐ Manufacturer ☐ Distributor, ☐ Wholesaler, ☐ Retailer, ☐ Consulting,  
☐ Construction, ☐ Broker, ☐ Service, ☐ Other \_\_\_\_\_  
☐ HUB Vendor (Certificate Attached)

The undersigned, by signature, represents their authorization to bind the bidder to fully comply with the terms and conditions and all forms and attachments of this contract.

Person authorized to sign bids, offers and contracts:

**Authorized Agents Name (Please print):** \_\_\_\_\_

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

*(Authorized Agents Original Signature)*

*(Date)*

## TAXPAYER IDENTIFICATION

This form is available at [www.irs.gov](http://www.irs.gov) with instructions. You may download the form or use the copy below. Federal Income Tax Law requires us to have taxpayer identification numbers (TIN) on file. Under Federal Regulation Section 6109, you are required to provide this information. You may provide this information on the W-9 included here. We will not have to file an annual Information Return Form 1099 MISC, for you if you are a corporation, tax-exempt organization, government agency or other exempt payee. However, the law requires that you provide us with your TIN in addition to telling us what kind of payee you are. If you do business as an individual or sole proprietor, your social security numbers serves as your TIN.

| <b>Form W-9</b><br>(Rev. October 2007)<br>Department of the Treasury<br>Internal Revenue Service |  | <b>Request for Taxpayer<br/>Identification Number and Certification</b> |  | Give form to the<br>requester. Do not<br>send to the IRS.  |
|--|--|---|--|--|
| Print or type<br>see specific instructions on page 2   | Name (as shown on your income tax return)  |   |  |  |
|  | Business name, if different from above   |   |  |  |
|  | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) > ----- <input type="checkbox"/> Exempt payee<br><input type="checkbox"/> Other (see instructions) > |   |  |  |
|  | Address (number, street, and apt. or suite no.)  |   |  | Requester's name and address (optional)<br><b>CLEAR CREEK INDEPENDENT SCHOOL DISTRICT<br/>PO BOX 790, LEAGUE CITY TX 77574</b> |
|  | City, state, and ZIP code  |   |  |  |
|  | List account number(s) here (optional)   |   |  |  |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.  
**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |
|--------------------------------|
| Social security number         |
| OR                             |
| Employer identification number |

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
  - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
  - I am a U.S. citizen or other U.S. person (defined below).
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person >

Date >

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## REFERENCES

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Financial stability must be demonstrated by each Bidder as well as a reliable delivery record to include a list of at least three (3) similar accounts that have utilized similar products or services for a minimum of one year.

### 1. Business Name:

Contact: \_\_\_\_\_

Phone:     -     -     Fax:     -     -     \_\_\_\_\_

Description of Project or Work: \_\_\_\_\_

### 2. Business Name

Contact: \_\_\_\_\_

Phone:     -     -     Fax:     -     -     \_\_\_\_\_

Description of Project or Work: \_\_\_\_\_

### 3. Business Name

Contact: \_\_\_\_\_

Phone:     -     -     Fax:     -     -     \_\_\_\_\_

Description of Project or Work: \_\_\_\_\_

The undersigned agent confirms that the above references may be contacted by the District obtain your business history.

***Company Name - Please Print*** \_\_\_\_\_

\_\_\_\_\_  
**(Authorized Agents Original Signature)**

\_\_\_\_\_  
**(Date)**

## CERTIFICATIONS

FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN QUALIFICATION/DISQUALIFICATION.

### 1. **VENDOR INFORMATION**

|  |   |                                     |
|--|---|-------------------------------------|
| <b>COMPANY NAME:</b>   |   |                                     |
| <b>ORDERING ADDRESS:</b>   |   |                                     |
| <b>ACCOUNTS PAYABLE ADDRESS:</b>   |   | <b>PHONE:</b>                       |
|  |   | <b>TOLL FREE:</b>                   |
|  |   | <b>FAX:</b>                         |
|  |   | <b>TOLL FREE FAX:</b>               |
| <b>INTERNET ADDRESS:</b>   |   |                                     |
| <b>CUSTOMER SERVICE E-MAIL:</b>  |   |                                     |
| <b>DO YOU ACCEPT PURCHASE ORDERS</b>   | <b>CASH PAYMENT TERMS (Net 30 Days)</b> | <b>MINIMUM ORDER AMOUNT, IF ANY</b> |
| YES <input type="checkbox"/> NO <input type="checkbox"/>   | OR _____ % Discount in Net _____ Days   |                                     |
| <b>PRINCIPALS AND KEY PERSONNEL</b>  |   |                                     |
| <b>PRESIDENT / OWNER:</b>  |   |                                     |
| <b>GENERAL MANAGER:</b>  |   |                                     |
| <b>ACCOUNTING / ACCOUNTS RECEIVABLE MANAGER:</b>   |   |                                     |
| <b>SALES MANAGER:</b>  |   |                                     |
| <b>YEARS / MONTHS IN BUSINESS WITH PRESENT NAME:</b>   |   | <b>NUMBER OF EMPLOYEES:</b>         |
| <b>COMPANY IS:</b> <input type="checkbox"/> MANUFACTURER OR PRODUCER, <input type="checkbox"/> DISTRIBUTOR, <input type="checkbox"/> WHOLESALER,<br><input type="checkbox"/> RETAILER, <input type="checkbox"/> CONSULTING, <input type="checkbox"/> CONSTRUCTION, <input type="checkbox"/> BROKER, <input type="checkbox"/> SERVICE,<br><input type="checkbox"/> OTHER: _____ |   |                                     |

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## 2. VENDOR INFORMATION / TAXPAYER IDENTIFICATION

|   |   |  |  |
|---|---|--|--|
| Form<br><b>W-9</b><br>(Rev. January 2005)<br>Department of the Treasury<br>Internal Revenue Service | <b>Request for Taxpayer<br/>Identification Number and Certification</b>   |  | Give form to the<br>requester. Do not<br>send to the IRS.  |
|   | Name (as shown on your income tax return)   |  |  |
|   | Business name, if different from above  |  |  |
|   | Check appropriate box: <input type="checkbox"/> Individual/<br>Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ |  | <input type="checkbox"/> Exempt from backup<br>withholding |
|   | Address (number, street, and apt. or suite no.)   |  | Requester's name and address (optional)                    |
|   | City, state, and ZIP code   |  |  |
|   | List account number(s) here (optional)  |  |  |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |  |  |   |  |  |  |   |  |
|--------------------------------|--|--|---|--|--|--|---|--|
| Social security number         |  |  |   |  |  |  |   |  |
|                                |  |  | + |  |  |  | + |  |
| or                             |  |  |   |  |  |  |   |  |
| Employer identification number |  |  |   |  |  |  |   |  |
|                                |  |  | + |  |  |  |   |  |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

|              |                               |        |
|--------------|-------------------------------|--------|
| Sign<br>Here | Signature of<br>U.S. person ▶ | Date ▶ |
|--------------|-------------------------------|--------|

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

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**3. NON COLLUSIVE BIDDING CERTIFICATE & ACKNOWLEDGMENT**

By submission of this proposal, the Vendor certifies that: (a) the Qualification has been independently arrived at without collusion with any other vendor or with any competitor. (b) The Qualification has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of Qualifications for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this Qualification certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.

- I certify that the above information is true and correct. ☐ YES

**4. RESIDENT / NONRESIDENT CERTIFICATION**

- RESIDENT VENDOR** - I certify that my company is a "resident vendor." ☐ YES

- NONRESIDENT VENDOR** - As defined by Texas Government Code 2252.001, a "nonresident vendor" means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. If you qualify as a "nonresident vendor," you must furnish the following information: **Resident state address?** (The state in which your principal place of business is located.)

Street, City, State, Zip:

**5. 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 an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract." This Notice Is Not Required of a Publicly Held Corporation. Check the appropriate box and sign the form.

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

☐ My firm is not owned or operated by anyone who has been convicted of a felony.

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

Name of Felon: \_\_\_\_\_

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

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

Name/Title: \_\_\_\_\_ Company Name: \_\_\_\_\_

Original Signature: \_\_\_\_\_ Date \_\_\_\_\_

☒ REQUIRED FORM – RETURN ORIGINAL IN SEALED ENVELOPE

6. **ADDENDA**

- If no amendments were received then leave this blank or write N/A.
- If any amendments were received, Respondent acknowledges receipt of Addenda numbered \_\_\_\_\_ through \_\_\_\_\_ and has incorporated the provisions thereof into the bid/proposal.

7. **RENEWAL OF CONTRACT**

This contract will be effective for one (1) year period with renewal options for four (4) additional one year periods (as stated in the terms and conditions), at the District's option and with the acceptance of the awarded vendor(s): In the event this contract expires before another is awarded, the vendor shall extend the contract on a month-to-month basis by mutual agreement.

8. **CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PR/Award # or Project Name: \_\_\_\_\_

Check applicable box



- I (We) certify that our company has not been debarred and is not participating in lobbying activities.
- See attached explanation and complete disclosure forms.

9. **QUALIFICATION VALIDITY**

- Qualifications shall remain valid, pending award, for 120 days YES ☐ or (date): \_\_\_\_\_

- Prompt payment discount allowed: (% / Days)

%

Days

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

Name/Title: \_\_\_\_\_ Company Name: \_\_\_\_\_

Original Signature: \_\_\_\_\_ Date \_\_\_\_\_



☒ REQUIRED FORM – RETURN ORIGINAL IN SEALED ENVELOPE

**10. CLEAN AIR & WATER ACT CERTIFICATION (This is a Federal requirement)**

I certify that my company is in compliance with all applicable standards, orders or regulations 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 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

**11 CERTIFICATION REGARDING LOBBYING for FEDERAL FUNDS - Applicable to grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.**

Submission of this certifications a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or 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, SF-LLL "Disclosure of Lobbying Activities" Form in accordance with its instructions (see following page).

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

| Check applicable box   |  | <input checked="" type="checkbox"/> |
|--|--|-------------------------------------|
| • I (We) certify that our company has not been debarred and is not participating in lobbying activities. |  |                                     |
| • See attached explanation and complete disclosure forms.  |  |                                     |

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

Name/Title: \_\_\_\_\_ Company Name: \_\_\_\_\_

Original Signature: \_\_\_\_\_ Date \_\_\_\_\_

|     |                |
|-----|----------------|
| 12. | SPECIFICATIONS |
|-----|----------------|

|                |
|----------------|
| SPECIFICATIONS |
|----------------|

**ANNUAL FINANCIAL AUDIT**

**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.

Clear Creek Independent School District has a membership of approximately 40,000 students in grades pre-kindergarten through 12, on 44 campuses. The 2014-2015 General Fund operating budget is approximately \$303 million. The school district expended federal financial assistance for several programs including, but not limited to, National School Lunch Program, ESEA Title I Part A – Improving Basic Programs, ESEA Title IV – Safe and Drug-Free Schools, ESEA Title II – Teacher and Principal Training and Recruiting, ESEA Title II – Enhancing Education Through Technology, ESEA Title III – English Language Acquisition and Language Enhancement, ESEA Title V – Innovative Programs, Vocational Education – Basic Grant, IDEA-B – Formula, IDEA-B – Preschool, IDEA-B – Discretionary, and IDEA-C – Early Intervention. In total, the District has approximately 30 federal, state and local Special Revenue Funds.

**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 beginning with the fiscal year ending August 31, 2015. The organization-wide audit will encompass the general-purpose financial statements, combining statements and other schedules for the Clear Creek Independent School District. The audit is to be performed in accordance with generally accepted government auditing standards contained in the *Texas Education Agency Financial Accountability System Resource Guide*.

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

As 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.

Additionally, 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.

A copy of the audited financial statements for the last three fiscal years can be viewed at:  
<http://www.ccisd.net/departments/budget-financial-services/annual-financial-reports>

**B. Independent Auditor**

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

**C. Term of the Audit Engagement**

The contract for audit services based upon Board of Trustees approval will be for the fiscal year ending August 31, 2015. The Clear Creek Independent School District may request to extend this agreement annually for another four years, following satisfactory delivery of the services specified in the proposal and engagement letter.

**D. Dispute Resolution**

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

**II. PROPOSAL CONTENT**

**A. Cover Letter**

See conditions for submission of proposal in Section III.

**B. Technical Component**

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

1. Provide a definition of the term "generally accepted government auditing standards" with clear distinctions between these standards and generally accepted auditing standards for nongovernmental engagements;
2. Explain the 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; and
4. Make a statement concerning the independence of the proposer, including direct and indirect financial interest, and the relationship of the proposed audit team to employees of the district and any of the board members.

**C. Management Component**

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

1. Provide the name of the external quality control review organization of which the proposer is a member and the 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 reviews an unqualified report was issued;
3. State whether the proposer is a national, regional or local public accounting firm;
4. Provide evidence that the proposer has experience in performing school district/government audits. List current and past audit clients along with the names and telephone numbers of contact persons and number of years audit services were provided. State the average daily attendance of the public schools on the list;
5. State whether the proposer is currently under the terms of a public or private reprimand by the Texas State Board of Public Accountancy and/or licensing boards of other states;
6. Describe the proposed audit team, in terms of job positions in the firm;
7. List names of staff member(s) who will direct the overall audit throughout the duration of the engagement as well as those staff members who will be responsible for planning, directing, and conducting substantial portions of the fieldwork or reporting on this audit engagement. Include the educational background of all staff members named and professional licenses held;
8. Describe continuing professional education in governmental accounting and auditing received by the proposed audit team during the last two years;
9. Provide the names and qualifications of any needed outside specialists and consultants that will assist the staff members;
10. Describe staff rotation plans for audit team members if this is to be a multiyear contract;
11. Describe the level of assistance that will be expected from Clear Creek Independent School District personnel, including internal audit staff; and
12. Provide evidence of the ability to comply with the requirements in Section II – Proposal Content and Section VI – Procedures for Submitting Proposals for the request for qualifications.

**D. Task/Activity Plan**

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

E. **Fee Schedule**

The proposer will provide a fee schedule for review by CCISD. The total costs will be used to report to the Board of Trustees for budget consideration and approval. The Fee Schedule will not be used as a weighted criterion in the evaluation.

F. **Evaluation** Criteria used to evaluate the methodologies, products, and services are shown in Attachment A – Evaluation Worksheet.

**III. CONDITIONS FOR SUBMISSIONS OF PROPOSAL**

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

- A. Proposal must include a cover letter clearly stating the name of the firm and the name, address, and telephone number of the representative;
- B. Proposal must address each of the audit requirements as stated in this request for qualifications;
- C. The Clear Creek Independent School District 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;
- D. The Clear Creek Independent School District reserves the right to select any proposal, considering the quoted estimated fee and other factors;
- E. The proposer shall furnish such additional information that the district may reasonably require;
- F. The Clear Creek Independent School District will not be liable for any cost incurred in the preparation of proposals; and
- G. The Clear Creek Independent School District may ask for an oral interview prior to Board of Trustee approval of a proposal. The Clear Creek Independent School District will not be liable for the costs incurred by the proposer in connection with such interview.

**IV. PROCEDURES FOR SUBMITTING PROPOSALS**

- A. **PROPOSAL FORMAT / SUBMISSION** – Submit the Original Signed proposal and three (3) copies in a sealed envelope on the forms and in the format provided. Mark the envelope with the contract number and name and mail or deliver to:

Attn: RFQ 2016.401, Due: 2:00 P.M. April 21<sup>st</sup>, 2015  
CCISD Purchasing Department  
Greg Cruthirds, Director  
2145 W. Nasa Blvd.  
Webster, TX 77598

**V. STATEMENT OF REQUIREMENTS**

- A. The independent auditor will prepare and provide fifteen (15) copies of the Comprehensive Annual Financial Report that meets the requirements of Texas Education Agency Financial Accountability System Resource Guide as well as for submission to the Government Finance Officers Association (GFOA) and the Association of School Business Officials International (ASBO). The proposer will specify the amount included in the total estimated audit fee for printing thirty copies of the audit report and allow the school district to make other arrangements for printing copies of the audit report. In the event the school district makes other arrangements for printing copies of the audit report, the proposer will provide the school district one (1) camera-ready copy of the final report in lieu of the fifteen copies mentioned above.
- B. On or before January 13, 2016, the preliminary draft of the audit report will be presented to the school district prior to submission of the final draft.
- C. Satisfactory delivery of the services specified by the request for qualifications and the engagement letter shall be accomplished no later than the January 2016, board meeting.
- D. The independent auditor will be required to present the audit report to the Board of Trustees at the January 2016 board meeting.
- E. The independent auditor is strongly encouraged to provide a management letter containing comments oriented toward constructive improvements. Copies of selected audit working papers will be provided as requested by the Clear Creek Independent School District and as provided for in the engagement letter.

**VI. BOARD OF TRUSTEE APPROVAL**

A proposal will be selected on or before May 18, 2015, barring decision by the Board of Trustees to reject all proposals submitted.

## ATTACHMENT - A

### EVALUATION WORKSHEET

This worksheet is to be used to document the school district's evaluation of the 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 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 proposer:

- A. Must be an independent auditor properly licensed for public practice.
- B. Must meet the independence standards of Government Auditing Standards, 1999 Revision, 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. Technical Criteria** Proposals which have met each of the criteria in Section I above will be evaluated on the following criteria:

- A. Technical experience of the firm:
  - 1. Auditing experience in Texas public schools (0-20 points)
  - 2. Auditing experience in government entities (0-10 points)
- B. Characteristics of the staff, including consultants to be assigned to the audit:
  - 1. Size and structure of the firm, including audit staff positions (0-10 points)
  - 2. Qualifications of supervisory personnel, consultants, and the field audit team (0-20 points)
    - a. Education, including continuing education courses taken during the past two years
    - b. Years and types of experience
  - 3. General direction and supervision to be exercised over the audit team by the firm's management personnel (0-10 points)
  - 4. Past relationship with Clear Creek ISD (0-5 points)
- C. Clear understanding of the work to be performed:
  - 1. Comprehensiveness of the audit work plan and related engagement (0-10 points)
  - 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 (0-15 points)

Total Possible Points: 100