



RFQ 2022-009 Financial Auditing Services Addendum 1

Financial Auditing Services

Issue Date: 1/20/2022

Questions Deadline: 2/1/2022 04:00 PM (CT)

Response Deadline: 2/8/2022 10:00 AM (CT)

Contact Information

Contact: Veronica Couzynse

Address: Plano Independent School District

6600 Alma Drive

Plano, TX 75023

Email: veronica.couzynse@pisd.edu

Event Information

Number: RFQ 2022-009 Financial Auditing Services Addendum 1
Title: Financial Auditing Services
Type: Request for Qualifications
Issue Date: 1/20/2022
Question Deadline: 2/1/2022 04:00 PM (CT)
Response Deadline: 2/8/2022 10:00 AM (CT)
Notes:

Plano Independent School District is requesting statements of qualifications for public accounting firms to perform the annual audit.

The District is seeking a firm to conduct an external financial audit as required by the Texas Education Agency, to provide an evaluation of the District's current financial practices and procedures.

The District will award a Professional Services Contract to a single respondent, based upon the evaluation of all statements received and interviews/presentation given. A contract for professional services will be executed with the successful vendor as a result of this process.

The Plano Independent School District is a public school district and political subdivision of the State of Texas, located primarily in southwest Collin County. Plano ISD currently enrolls approximately 49,405 students.

Plano ISD serves the residents of approximately 100 square miles. This area includes 66 square miles in the City of Plano and parts of Richardson, Dallas, Allen, Carrollton, Garland, Lucas, Murphy, Parker, and Wylie.

TERM:

The contract term is for an initial one (1) year term. After the initial first year, this contract, upon agreement of both the successful vendor(s) and the Plano ISD, will automatically renew in one (1) year increments until either party chooses not to renew with a sixty (60) day written notice.

Billing Information

Address: 2700 West 15th St.
Att'n: Accounts Payable Dept.
Plano, TX 75075

Bid Attachments

Sample 1295 Form.pdf

Sample 1295 Form

[Download](#)

CIQ Revised 1.1.21.pdf

Blank CIQ

[View Online](#)

W-9 (Rev. October 2018).pdf

Blank W9

[View Online](#)

Plano_ISD_Standard_Terms_and_Conditions_(2)_(5)_(16).pdf

Standard Terms and Conditions

[View Online](#)

Bid Attributes

1 INTRODUCTION

There are several attributes associated with this proposal. Some attributes do require a response. Some are notes and do not require a response. Please be sure to view and respond to all attributes on each page. If you do not read and/or respond to all Bid Attributes that require a response, the system will not allow you to submit your electronic bid response.

Bidders are advised to hit "SAVE" before leaving each screen in the e-bidding process. Failure to save your work per screen of activity will result in an inaccurate filing of the bid or failing to submit the bid.

2 Electronic Bid Submittal

Although we are legally required to accept paper bids, we strongly request that bidders submit this bid electronically. Electronic bidding, as defined under the State of Texas Uniform Electronic Transactions Act, is an acceptable method of receiving bids based on The State of Texas Education Code Sec. 44.0313 and Plano ISD policy CH Legal. Please feel free to call us if you require any assistance with this submittal. Electronic bidding eliminates errors, eliminates unnecessary work, and is friendlier to the environment. When filing this bid electronically, please do not send us a paper copy, as the electronic version will prevail. Furthermore, no faxed or e-mailed bids will be received. Your cooperation is appreciated. Please confirm that you have read and understand this instruction. ~~ This is your electronic signature.

☐ I confirm

(Required: Check only one)

3 Communications Statement

Contact between vendors and Plano ISD personnel during the RFQ process or evaluation process is prohibited. All communications shall go through the Purchasing Department during the competitive process. All questions received and the corresponding answers will be distributed to all proposers. Verbal responses will not be provided. You may click on the "Questions" tab to submit your question(s).

4 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 for fiscal year ending June 30, 2021. The organization-wide audit will encompass the financial statements as required by GASB Statement No. 34 and the Texas Education Agency Financial Accountability System Resource Guide (FASRG) for the District for the fiscal year ending June 30, 2021. The audit is to be performed in accordance with generally accepted auditing standards and 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 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 basic financial statements, the annual audit will also include obtaining an understanding of the school district's internal control and reporting any significant deficiencies or material weaknesses relating to the internal control systems coming to the attention of the auditors. To comply with 2 CFR, Subpart F2, CFR, Subpart F, 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 school district. The audit will include the performance of certain audit procedures for the purpose of reviewing the accuracy of fiscal information provided by the district through the Public Education Information Management System (PEIMS/TSDS), as required by the Texas Education Code (TEC), Section 44.008(b).

The Annual Comprehensive Financial Report (ACFR) will be prepared on coordination with the district staff and will be reviewed by the auditing firm to assure full compliance with rules and regulations of the Government Finance Officers Association (GFOA).

5 Other Requirements

The accounting firm should provide an annual audit report in a form acceptable to the Texas Education Agency and within the time frame stipulated in TEC, Section 44.008(d) of 150 days subsequent to the close of the fiscal year for which the audit was made.

CPA Firm and CPA have a current license issued by the Texas State Board of Public Accountancy.

Firm is member of the AICPA Governmental Audit Quality Center (GAQC).

Firm meets all additional rules of the TEC, §44.008, 19 Texas Administrative Code (TAC) §109.23, and all other requirements.

The Audit Sub Committee would expect to meet with the auditor(s) at least annually.

The District will prepare the Annual Comprehensive Financial Audit (ACFR) and supporting schedules for auditor review at the close of the fiscal year.

The District intends to sell bonds from time to time, which may require the audited financial statements and Auditors opinion to be printed in total or as a part of the section of or addendum to the official statement for bond issues. Also, certification may be required for Interest and Sinking Fund Reserve Balances as a point in time other than year end.

It is requested that the interested accounting firm include a detailed description of each step in the audit approach that will be taken in the audit engagement including estimated hours for each.

The firm upon being awarded this engagement will be expected to review the detailed audit work plan and schedule with the Chief Financial Officer prior to commencing the audit assignment each year.

If applicable, financial statements developed by the Auditor must be in a form that complies with the requirements for the GFOA Certificate of Achievement, and the Texas Education Agency.

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the District of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to auditors from the Texas Education Agency, the U.S. Government Accountability Office, or other applicable governmental agencies; they are not otherwise considered to be records open to the general public.

(Required: Maximum 1000 characters allowed)

6 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.

7 RFQ Submittal

Please Attach in "Response Attachments"

Cover Letter summarizing their proposal and the firms experience. The cover letter should be signed by an authorized individual that can contractually bind the Firm.

Tab 1: **Staff Qualifications**

- a. Provide an organizational chart of their organization and inform the District of the number of staff and the number of years employed. The number of employees should be broken down by clerical, audit staff positions and partners. Senior staff must have 2-5 years in Governmental accounting.
- b. Provide resumes and CPA License numbers (if applicable) 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. Resumes must include the educational background, years of related experience, certifications and completed continuing education courses. Resumes must describe continuing professional education in governmental accounting and auditing received by the proposed audit team during the last three years.
- c. Provide a statement indicating whether the Firm is a national, regional or local public accounting firm and provide evidence that the interested accounting firm has experience in performing school district audits. The Firm should also provide one list of past audit clients. The list should detail school district clients. The list should state average daily attendance of the school districts on the list and whether or not the Firm prepared that District's Annual Comprehensive Financial Report as part of the engagement. Make sure to include the names and telephone numbers of contact persons and the number of years audit services were provided. If the list includes clients that are not school districts, firms should list size of budgets examined.
- d. Provide the names and qualifications of any needed outside specialists and consultants that will assist the interested accounting firm's staff members. If no consultants will be needed for the audit engagement, the Firm should include a statement to that effect.
- e. Auditor/Firm must submit the following:
 1. Auditor must submit proof of completing 120 hours of Continuing Professional Education (CPE) credit over the last three (3) years with a minimum of twenty (20) hours per year.
 2. Auditor must submit proof that personnel working on the District's audit have at least 24 hours of government accounting CPE every two (2) years.
 3. Submit a copy of the Firm's license.

8 RFQ Submittal

Please Attach in "Response Attachments"

Tab 2: **Technical Component**

The Firm should submit an audit plan that at a minimum will specify budgeted hours, time lines and sequence for audit procedures, and names of staff to be assigned to tasks.

- a. Explain the interested accounting firm's approaches to performing an annual audit, including the methodology, nature, timing and extent of audit procedures to be performed;
- b. Provide a definition of the phrase “generally accepted government auditing standards” with clear distinctions between these standards and generally accepted auditing standards for non-governmental engagements;
- c. Describe how the approach to performing the audit would be affected if this were a multi-year contract;
- d. Include a one page statement concerning the independence of the interested accounting firm, including direct and indirect financial interest, and the relationship of the proposed audit team to employees of the district and any of the board members. Any and all indirect or direct relationships should be disclosed; failure to disclose relationships may disqualify your qualification statement.

Tab 3: **Peer review**

- a. Provide the name of the external quality control review organization of which the interested accounting firm is a member and the interested accounting firm's length of membership. Also, state the frequency of peer reviews received by the interested firm.
- b. Provide a copy of the latest peer review report and letter of comments, if any, and letter of response.
- c. Peer Review must not be more than three (3) years old.

9 RFQ Submittal

Please Attach in "Response Attachments"

Tab 4: **Management Component**

The Firm should furnish satisfactory evidence that it can provide the professional and timely services stated in the Request for Qualifications.

- a. State whether the interested accounting firm is currently under the terms of a public or private reprimand by the State Board of Public Accountancy and/or licensing boards of other states;
- b. Describe staff rotation and audit plans for audit team members if the District were asking for a multi-year contract.
- c. Describe the proposed audit team, in terms of positions in the firm;
- d. Provide a detailed statement describing the level of assistance that will be expected from District personnel; including finance division, internal audit, instructional and other personnel. Firm should list specific duties for each of the District employee groups listed in this item.
- e. Describe the audit firm's internal controls for safeguarding the confidentiality of information provided by the District

10 RFQ Submittal

Please Attach in "Response Attachments"

Tab 5: **Estimated Fees**

The Firm should submit an Estimated Fee Schedule for the fiscal year ending June 30, 2022.

Also state the estimated fees for the subsequent two years, under current existing conditions, if the Plano Independent School District were to request an extension of the annual contract. For each audit project, indicate the estimated number of hours that will be needed to complete project.

Description	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024
Estimated Financial Audit Annual Cost			
Estimated Number of Hours to Complete Project			
Hourly Rate			

1
1 **Qualification Evaluation Criteria**

The District may consider the following in determining to whom a contract may be awarded.

- Completion of Qualification Statement
- Demonstrated competence and qualifications and reputation to perform the services
- The proposed services and methodologies meeting the District's needs and requirements
- Work completed within the past five (5) years of comparable school district size and scope or other government taxing entity
- Record of performance and reference comments
- Timeliness in meeting project schedules
- Selection of the most highly qualified provider of services on the basis of demonstrated competence and qualifications

Selection Criteria for Demonstrated Competence and Qualifications:

Evaluation Criteria	Point Value
Demonstrated competence, qualifications and reputation to perform the services	25
Experience Texas public school district within the past five years	25
Record of performance and reference comments	20
Extent to which proposed services and methodologies meet the District's needs and requirements	20
Other relevant factors specifically listed in this Request for Qualifications	10
Total Points	100

1
2 **Presentation/Interview**

Firms may be invited to make a presentation and answer questions. The firms requested to make presentations will be notified of the specific time and location of the presentations at a later date.

1
3 **Felony Conviction Notification**

Texas Education Code, Section 44.034, Texas Education Code, 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. Is your firm owned or operated by anyone who has been convicted of a felony? ~~~ This is your electronic signature

☐ No ☐ Yes ☐ Publicly Held

(Required: Check only one)

1
4 **Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

(Required: Maximum 1000 characters allowed)

1
5**Conflict of Interest**

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 Plano Independent School 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. For your convenience, the form is attached herein. The form and additional information may be found on the following website will provide the appropriate form to be completed and submitted with the vendor's proposal. Website:

<https://www.ethics.state.tx.us/forms/CIQ.pdf> This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. The Conflict of Interest Questionnaire form is attached in the documents tab. ****ONLY COMPLETE THE CIQ FORM IF THERE IS A DISCLOSURE.****

1
6**Non-Collusion Statement**

Do you affirm that you are duly authorized to execute this contract, that this company, corporation or firm has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid 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 bid? ~~ This is your electronic signature.

☐ Yes ☐ No

(Required: Check only one)

1
7**Criminal Background Check**

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, *they have charges pending, they have been convicted, received probation or deferred adjudication of any of the following: 1. Any offense against a child, 2. Any sex offense, 3. Any felony offense involving controlled substances, 4. Any felony offense against property, 5. Any other offense the District believes might compromise the safety of student, staff or property. A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. Do you agree to comply? ~~~This is your electronic signature.

☐ Do Not Agree ☐ Agree

(Required: Check only one)
1
8**Disclosure of Interested Parties - Form 1295 Process**

NOTE this is a requirement that became effective for all contracts/agreements that the district enters into after December 31, 2015. This disclosure will be required of the vendor that is selected for the award of this bid/proposal. The Purchasing Department will contact the recommended bidder(s) to initiate the disclosure process. The awarded contract will not be valid until the process is complete. The rules from the Texas Ethics Commission for this process can be found at the following web site: <https://www.ethics.state.tx.us/legal/ch46.html> The following link will guide you to the web page for tutorials for obtaining a log-in and password and a tutorial on how to create and submit a certificate.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm Note the following- You must use the Texas Ethics Commission's process. Electronic form submittal only-paper forms will not be accepted. ****THE FORM NO LONGER NEEDS TO BE NOTARIZED. FORM 1295 IS NOT REQUIRED FOR PUBLICLY TRADED BUSINESS ENTITY, INCLUDING A WHOLLY OWNED SUBSIDIARY OF THE BUSINESS ENTITY.**** If recommended for award will you complete this process? ~~~This is your electronic signature.

☐ Yes ☐ No

(Required: Check only one)
1
9**W-9 Form**

As a result of the W-9 rules set into effect by recent tax legislation, Plano ISD is now requesting that a current W-9 be on file with our District as described in the attachment entitled "W-9 Form". You can either complete the bid attachment titled "W-9 Blank Form" or complete the W-9 form located at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Do you agree to provide this form if awarded? ~~ This is your electronic signature.

☐ Yes ☐ No

(Required: Check only one)

2
0

Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The District will consider any deviations or exceptions in its bid award decisions. The District reserves the right to accept or reject any proposals based upon any deviations indicated below.

If none, please enter N/A (Not Applicable).

(Required: Maximum 1000 characters allowed)

2
1

Transfer of Contract

The contract, which will be issued upon award, shall not be assigned or transferred without the District's prior written consent.

2
2

Confidential/Proprietary Information

Plano ISD is a governmental entity subject to the Texas Public Information Act. Unless subject to a specific statutory exception, information in the District's possession is considered public information that is subject to release upon request. Any information in your Proposal that is of a confidential or proprietary nature must be clearly and specifically identified. Such identification shall not limit the District's right to use such information in the review of the Proposal.

2
3

Attribute deleted as part of an Addendum

2
4

References

Please provide three references that have contracted with your company to provide Financial Auditing Services. Include the company name, address, phone number, contact person, and email address. Preferable references are school districts in the Dallas Fort Worth area who have used your services within the last three years.

Note: Failure to supply complete reference information may be grounds for proposal disqualification.

2
5

Reference 1

Please provide the school district or company name, address, phone number, contact name and email address.

(Required: Maximum 1000 characters allowed)

2
6

Reference 2

Please provide the school district or company name, address, phone number, contact name and email address.

(Required: Maximum 1000 characters allowed)

27

Reference 3

Please provide the school district or company name, address, phone number, contact name and email address.

(Required: Maximum 1000 characters allowed)

28

NOT BOYCOTT ISRAEL

I do hereby depose and verify that our company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:: 1. Does not boycott Israel currently; and 2. Will not boycott Israel during the term of the contract with Plano ISD. Pursuant to Section 2270.001, Texas Government Code: 1. "Boycott Israel" means 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, but does not include an action made for ordinary business purposes; and 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. The Company shall indemnify and hold harmless Plano ISD, its officials and employees from any and all claims, damages, and costs of any nature based upon Plano ISD's reliance on this verification.

HB 793 - revision of Boycott Israel statute:

- ONLY applies to contracts valued at \$100,000 or more
- ONLY include companies with 10 or more full-time employees
- Exempts sole proprietorships from the requirement

My company does not and will not boycott Israel. ~~~ This is your electronic signature.

☐ I agree ☐ Do Not Agree ☐ Not Applicable (N/A)

(Required: Check only one)

29 PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES

PROHIBITION ON CONTRACTS WITH CERTAIN CONTRACTS

SECTION 1. Chapter 2252, Government Code, is amended by adding Subchapter F to read as follows:

SUBCHAPTER F. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES Sec. 2252.151.

DEFINITIONS. In this subchapter: (1) "Company" has the meaning assigned by Section 806.001. (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189. (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254. (4) "Governmental entity" has the meaning assigned by Section 2252.001. Sec. 2252.152. **CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.** A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153. **LISTED COMPANIES.** The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. **SECTION 2.** Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. **SECTION 3.** This Act takes effect September 1, 2017. The Company shall indemnify and hold harmless Plano ISD, its officials and employees from any and all claims, damages, and costs of any nature based upon Plano ISD's reliance on this verification. Do you or your company engage in business with Iran, Sudan, or foreign terrorist organizations? ~~~ This is your electronic signature.

☐ No ☐ Yes

(Required: Check only one)

30 Debarment and Suspension Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the Excluded Parties List System 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." The Excluded Parties List System in SAM 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 **APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (I)** above, when federal funds are expended by Plano ISD, Plano ISD requires that the proposer certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor so certify that no suspension or debarment is in place? ~~ This is your electronic signature.

☐ Yes ☐ No

(Required: Check only one)

**3
1 Certification Regarding Lobbying**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more 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 APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (J) above, when federal funds are expended by Plano ISD, Plano ISD requires that the proposer certifies to the terms included or referenced therein.

Does vendor so certify to the best of his or her knowledge and belief? ~~ This is your electronic signature.

☐ Yes ☐ No

(Required: Check only one)

**3
2 Further Documentation**

The District reserves the right to request additional documentation that it deems appropriate and necessary for the review and award process during both the initial proposal review process and the negotiation/award phase.

**3
3 Funding Out Clause**

Any contract for the acquisition, including lease, of real or personal property is a commitment of Plano Independent School District's current revenue only: 1. The District retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract. 2. The contract is conditioned on a best efforts attempt by The District to obtain and appropriate funds for payment of the contract. The District, as a governmental entity, may not be held liable for non-funding of a contract caused through no fault of its own. If The District fails to appropriate funds to provide for the annual renewal of a contract, the district may cancel without termination charge. This is provided that the bidder receives at least sixty (60) days written notice of the termination stating the lack of funding as the reason for the termination.

**3
4 Right to Terminate**

The Plano ISD, by a 60-day written notice, may terminate this contract upon non-performance by vendor, in whole or in part, when it is in the District's interest. If this contract is terminated, the Recipient shall be entitled only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The District has the right to terminate this contract for convenience, without penalty, following delivery of written notice to the bidder within (60) days notification.

**3
5 Indemnification and Hold Harmless**

The Vendor shall defend, indemnify and hold harmless the Plano ISD, all of its officers, agents and employees from and against all claims, actions, suites, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, sub-contractor, or supplier of vendor in the execution or performance of this RFQ.

**3
6 Award Statement for Proposal**

This Proposal is intended to be awarded to one vendor as determined to be the best value to Plano Independent School District. Plano ISD reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the District.

3
7

Contract

An award made by the District to a respondent to this solicitation shall be based on the terms and conditions set forth in this solicitation and the response documents provided by the Proposer and accepted by the District, known collectively as the "awarded provisions".

If the Vendor requires a separate contract agreement, the agreement must include the awarded provisions and will be reviewed prior to signature by an authorized District representative. The District reserves the right to reject such requests and consider the purchase order the official agreement. If the District considers the additional agreement, no products or services are to be provided until the District has reviewed, accepted, modified and/or struck all provisions or clauses that are in violation of State of Texas law, District policies, and/or are not considered in the District's best interest.

3
8

Right of Rejection

Proposals need to comply with all of the terms of the RFQ, and all applicable local, state, and federal laws, codes, and regulations. Plano ISD may reject as non-responsive any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFQ.

This RFQ does not commit the Plano ISD to award a contract. The Plano ISD reserves the right to reject any or all proposals if it is in the best interest of the District to do so. The District also reserves the right to terminate this RFQ process at any time.

3
9

Bid Acceptance

Have you read and understood the "Standard Terms & Conditions and Specifications" contained herein, and do you further agree to abide and accept said Terms & Conditions and Specifications? (SEE ATTACHMENTS TAB)~~ This is your electronic signature.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature