



Advertisement Notice

REQUEST FOR PROPOSAL RFP #108AFCA

for

ANNUAL FINANCIAL AND COMPLIANCE AUDIT

Date Posted: February 6, 2022

Proposal Opening Date: February 7, 2022

Proposal Closing Date: March 15, 2022

Burke is seeking a proposal from a public accounting firm with experience in auditing Community Mental Health Mental Retardation centers to perform the annual audit for the fiscal year ending August 31, 2022.

RFP NOTICE AND DOCUMENT may be obtained via internet at www.myburke.org OR at the Burke Central Administration Building at 2001 S. Medford Dr. Lufkin, Texas 75901, beginning February 7, 2022.

The initial contract period shall commence on April 8, 2022, and will continue through April 8, 2023, unless renewed, extended, or terminated according to the terms and conditions of the contract and upon mutual agreement.

PROPOSAL CLOSING DATE, TIME and LOCATION is MARCH 15, 2022, at 5:00 p.m. at 2001 S. Medford Drive, Lufkin, Texas 75901. All proposal responses and all required proposal submission content must be submitted before the closing date and time at the location specified. The official time and date submitted shall be determined by the time/date stamp when received at the location. Faxed responses shall not be accepted.

All proposals that are submitted between the opening and closing date and time become the property of Burke and will not be returned to the Respondent. Proposals received after the closing date and time will be returned unopened and shall be considered void and unacceptable.

MINORITY OWNED BUSINESSES: Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Burke appreciates your time and effort in preparing your proposal

I. BACKGROUND INFORMATION

A. About Burke

Burke Center dba Burke is the Texas Health and Human Services Commission (HHSC) designated Mental Health and Developmental Disability Authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and developmental disability services for the residents of twelve (12) Deep East Texas Counties which include Angelina, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity, and Tyler counties.

B. Highlights

Burke's General Fund is the chief operating fund of the Center. For the fiscal year ending 8/31/2021, total fund balance was \$13,672,334.

During 2021 Burke retained an average of 440 employees Center wide.

The Center maintains one type of proprietary fund used to account primarily for the lease of facilities by East Texas Behavioral Resources, Inc. to the Center. For the fiscal year ending 8/31/2021, ETBR reported an ending net position of \$16,942,637.

Burke partners with serves as the fiscal agent for [East Texas Behavioral HealthCare Network](#) (ETBHN) and is responsible various administrative functions including human Resources and accounting

II. DESCRIPTION OF REQUEST FOR PROPOSAL

A. Purpose of RFP

Auditing requirements for Community Mental Health Mental Retardation Centers are contained in the *Guidelines for Annual Financial and Compliance Audits of Community MHMR Centers*.

The purpose of this Request for Proposal is to obtain the services of a public accounting firm for the annual financial and compliance audit for FY2022 for Burke and ETBR. The organization-wide audit will encompass the general-purpose financial statements, combining statements and other schedules for Burke and for ETBR for the fiscal year ending August 31, 2022. The audit is to be performed in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform Grant and Contract Management Standards, the Single Audit Act of 1996, OMB A-133 (as revised in 2007), the *Guidelines for Annual Financial and Compliance Audits of Community MHMR Centers* and the *State of Texas Single Audit Circular*.

The financial statement audit is to determine whether (1) the financial statements present fairly the financial position, results of operation and cash flows in accordance with generally accepted accounting principles; and (2) whether Burke, as well as ETBR, 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; and (2) financial information is presented in accordance with the established or stated criteria.

As a part of the audit of the general-purpose financial statements, the annual audit will also include obtaining an understanding of Burke's and ETBR's internal control structure and identifying any reportable conditions relating to the internal control systems coming to the attention of the auditors. Any reportable condition or

material weakness noted during the study and evaluation of internal accounting and administrative controls must be reported.

As part of the audit of the general-purpose financial statements, transactions and records pertaining to Federal and State programs will be tested for material compliance with applicable Federal and State laws, rules and regulations and all instances of non-compliance required to be reported under *Government Auditing Standards* will be reported to Burke.

The compliance audit, commonly referred to as the single audit, subjects to testing all Federal and State financial assistance. Federal and State financial assistance must be treated as separate populations for the determination of major programs. Major Type A and Type B financial assistance programs (as defined by OMB Circular A-133 and TSAC) will be tested for compliance with laws and regulations, as well as compliance with specific requirements of the grants or contracts. All instances of non-compliance will be reported to Burke.

The Independent Auditor must demonstrate the capability to perform the annual audit in accordance with generally accepted government auditing standards and must have performed annual audits for similar entities.

B. Scope of Services

1. Burke & ETBR Audit

- a. The independent auditor will provide up to 25 copies of the written audit report and single audit report that meet the requirements of *Guidelines for Annual Financial and Compliance Audits of Community MHMR Centers* and provide a copy in an electronic format.
- b. On or before January 6, 2023 the preliminary draft of the reports will be presented to Burke prior to submission of the final draft.
- c. Satisfactory delivery of the services specified by the Request for Proposal and the engagement letter shall be accomplished no later than the January, 2023, meeting of the Board of Trustees.
- d. The independent auditor will be required to present the reports to the Board of Trustees at the January, 2023, meeting; the exact date to be determined.
- e. The independent auditor is required to provide a management letter containing comments oriented toward constructive improvements.
- f. Copies of selected audit working papers will be provided as requested by Burke and as provided for in the engagement letter. The independent auditor will make its working papers available for review by Burke coordinating agency; and
- g. The independent auditor will prepare the 990-tax filing for Burke.

2. ETBHN

- a. The independent auditor will conduct a Review of Agreed Upon Procedures in accordance with AICPA guidelines.

C. Terms of the Contract

The contract for audit services, based upon the Board of Trustees' approval of the proposal, will be for the fiscal year ending on August 31, 2022. Burke may request to extend this agreement for up to five additional one-year terms through the fiscal year ending August 31, 2026, following satisfactory delivery of the services specified in the proposal and engagement letter. The agreement can be terminated for cause.

The contract for services will be for the following term: April 8, 2022, through April 8, 2023
Burke reserves the right to terminate any resulting contract within thirty (30) days written notice

D. Key Dates for the RFP

The following table outlines Burke's key dates and events for RFP process.

Activity	Due Dates
RFP Notice Published/Posted	SUNDAY February 6, 2022
RFP Opening	MONDAY February 7, 2022
Questions Due 12 p.m.	THURSDAY March 10, 2022
RFP Closing 5 p.m.	TUESDAY March 15, 2022
Opening of Proposal Submissions	WEDNESDAY March 16, 2022
Intent to Award	On or before THURSDAY March 31, 2022
Contract Negotiations (if any)	FRIDAY April 1 and MONDAY-WEDNESDAY 4-6, 2022
Implementation	FRIDAY April 8, 2022

II. REQUIRED SUBMISSION INFORMATION

Submission content for RFP will include a cover letter stating the name of the firm, address, phone number, email address of the firm and name and email address of the firm's representative; an organized format for responses to all content as requested in section II, letters A.-C.; Respondent Assurances Agreement; References; Copies of Insurance(s); and Licenses/Certifications.

A. Technical Component

To clearly describe the public accounting firm's understanding of the work to be done. Respondent shall provide an organized format of the following information:

1. Evidence that the Respondent has experience in performing annual financial and compliance audits for community mental health mental retardation centers and include current and past audit client contact information;
2. Respondent's approaches to performing an annual Financial and Compliance Audit, including the methodology, nature, and extent of audit procedures to be performed;
3. A timeline and the sequence of work segments, as well as hours, for each level of staff;
4. Description of the proposed audit team in terms of job positions in the firm;
5. List 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;
6. Description of continuing professional education in government accounting and auditing received by the proposed audit team during the last two years;
7. List of names and qualifications of any needed outside specialists and consultants that will assist the Respondent's staff members;
8. Description of how the approach to performing the audit would be affected if this were a multi-year contract;
9. Description of the level of assistance that will be expected from Burke personnel; and
10. A statement concerning the independence of the Respondent, including direct and indirect financial interest, and the relationship of the proposed audit team to employees of Burke, ETBR or ETBHN and any members of the Board of Trustees.

B. Management Component

The Respondent will furnish satisfactory evidence of capability to provide in a professional and timely manner

the services stated in the request for proposal. Respondent shall provide an organized format of the following information:

1. The name of the external quality control review organization of which the Respondent is a member, the Respondent's length of membership and the review organizations planned frequency of peer reviews;
2. A statement of whether the firm has received a peer review and whether in the most recent review an unqualified report was issued (a copy of the review report must be provided to Burke);
3. A statement of whether the Respondent is a national, regional, or local public accounting firm; and
4. A statement whether the Respondent 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;

C. Dollar Cost Component

Respondent shall include three, dollar cost bids. The first shall include pricing information for Burke/ETBR relative to performing the audit engagement. The second dollar cost bid shall include pricing information for conducting ETBHN's Review of Agreed Upon Procedures. The third shall be for the 990-tax filing preparation. Respondent will provide the information in the following an organized format:

1. The name of the Respondent's firm;
2. The maximum pricing information; and
3. The signature of an individual authorized to represent the firm, submit the bid, and sign a contract with Burke.

III. CONDITIONS

A. Conditions for Proposal Submission

Please observe and follow as outlined in this request for proposal:

1. If a Respondent decides to provide any corrections, deletions, or additions made to their proposal submission, they must be made prior to closing date and time of the solicitation. The Respondent shall submit, by mail, substitute pages in the appropriate number of original and copies with a letter documenting the changes and the specific pages for substitution. Oral, telephone, telegraphic, fax, email, or other electronically transmitted corrections, deletions, or additions shall not be accepted. The signatures on the form and letter must be original and of equal authority as the signatures on initial submission;
2. A Respondent shall not alter or amend their proposal submission after the closing date and time of proposal submission. No increase in price will be considered after proposal is reviewed and scored. A Respondent may reduce its price provided that it is the lowest and best proposal among the Respondent and is otherwise entitled to the award.
3. Respondent may withdraw or cancel a proposal upon written request at any time prior to the proposal submission closing date and time. The signature on the withdrawal letter must be original and must be of equal authority as the signature of the Respondent;
4. Respondents taking exception to the proposal specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided in Exhibit A as part of the proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and Burke shall hold the resultant Contractor responsible to perform in strict accordance with any and/or none of the exception(s)/substitution(s) as deemed to be in the best interest of Burke;
5. The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best practices of quality services and facilities will prevail. All interpretations of these specifications shall be made on the basis of this statement;
6. Burke reserves the right to modify the general description on the advertising notice and Scope of Services by issuing written addenda to Respondent of any such modifications;

7. Any interpretations, corrections or changes Burke makes to the Request for Proposal prior to closing date and time, shall be made by written addenda. Sole issuing authority of addenda shall be vested in the RFP evaluation Committee. Addenda shall be mailed to all who are known to have received a copy of the Request for Proposal. Upon issuance, all such addenda become an inseparable part of the specifications which must be met for the offer to be considered. All Respondents shall acknowledge receipt of all addenda by either mail or email;
8. Burke shall not be liable for any cost incurred in the preparation of proposals; and
9. Late proposal submissions received after the closing time and date shall be returned to the Respondent, unopened. Burke is not responsible for lateness of mail, carrier, etc.

B. Conditions for Rejection of Proposal Submission

Burke reserves the right to accept or reject any and/or all proposals for any or all services covered in this solicitation and to waive informalities or defects in proposals or to accept such proposals as it shall deem to be in the best interest of Burke. Proposals will be invalid and not considered under the following circumstances:

1. If any proposal submission is received at the designated place established in this solicitation after the closing time and date;
2. If any proposal submission content is not signed or dated by an authorized Representative of your organization, where prompted;
3. If there is material failure to comply with the proposal specification requirements;
4. If there are any material changes to proposal submission content after proposal has been opened;
5. If the proposal submission has incorrect information on the envelope, e.g., wrong opening date, which results in it not being considered for award;
6. If any of the minimum requirements or professional qualifications for prospective Respondents are not met;
7. If the Respondent is currently held in abeyance or barred from the award of a federal or state contract.
8. If the Respondent's proposal submission does not comply with all federal, state, county and local laws concerning these types of service;

IV. MINIMUM REQUIREMENTS

A. Minimum Requirements and Professional Qualifications

A prospective Respondent must affirmatively demonstrate Respondent's responsibility and must meet the following minimum requirements and professional qualifications:

1. Be registered with the Texas State Board of Public Accountancy to the extent required by Texas law;
2. Maintain all standards applicable to the Rules of Professional Conduct to the extent required by Texas law;
3. Maintain, at all times, current, valid Texas certification and/or license for firm and each staff participating in providing proposed services, as required to the extent required by Texas law;
4. Auditing experience in CMHMRC's and government entities;
5. Maintain adequate financial resources, or the ability to obtain adequate financial resources to fulfill proposed services as required;
6. Consistently maintain and allocate enough staffing resources for the provision of timely proposed for services as required;
7. Maintain policies of general and professional liability insurance coverage, see section IV, letter C;
8. Comply with proposed services as required;
9. Maintain all standards related to confidentiality and releases of information;
10. Have a satisfactory record of performance, integrity, and ethics; and
11. Be otherwise qualified and eligible to receive an award.

V. PROCEDURES

A. RFP delivery of submission

SUBMIT BY MAIL or in PERSON, one (1) original sealed proposal, including two (2) copies of your proposal, and all other required proposal submission content in the same envelope, clearly marked with “**Sealed Proposal RFP#108AFCA**”. The original, copies and all requested proposal submission content, including items to be signed must be submitted and signed by an authorized representative of the Respondent’s organization. All proposal submissions must be submitted before the closing date and time at the location specified in the proposal. The official time and date submitted shall be determined by the time/date stamp when received. Faxed or emailed responses will not be accepted.

SUMIT PROPOSALS TO:

Burke Central Administration Services / Attn: Jennifer H. Collins
2001 S. Medford Dr. / Lufkin, TX 75901

B. Questions

Questions regarding RFP must be emailed. Deadline for submitting questions: **12:00 pm THURSDAY, March 10, 2022. Phone calls will not be accepted.**

SUBMIT ADMINISTRATIVE QUESTIONS TO:

Jennifer.Collins@myburke.org

SUBMIT AUDIT QUESTIONS TO:

David.Baker@myburke.org

C. Assistance to Respondents

Any person wishing to obtain additional information about the Request for Proposal or about the operations of Burke may contact David Baker, CFO, by e-mail at david.baker@myburke.org or view our website at Myburke.org

VI. EVALUATION/AWARD

A. Evaluation

All proposal submissions meeting the requirements of this RFP will be evaluated according to the best value standards to Burke. Best value is the optimum combination of economy and quality resulting from fair, efficient, and practical procurement decision making. Burke will consider a number of variables related to the goods and services, as defined in this RFP. Those variables may include but are not limited to:

1. Any installation or service cost;
2. The delivery terms;
3. The quality and reliability of the Respondent’s goods or services;
4. The extent to which the goods or services meet Burke’s needs;
5. Indicators of probable Respondent performance under a contract, such as past Respondent performance, the Respondent’s financial resources and ability to perform, the Respondent’s experience and responsibility, and the Respondent’s ability to provide reliable maintenance agreements;
6. The impact on the ability of Burke to comply with laws and rules relating to historically underutilized businesses or relating to the procurement of goods and services from persons with disabilities;
7. The total long-term cost to Burke of acquiring the Respondent’s goods or services;
8. The acquisition price;

9. The Respondent's history of compliance with the laws relating to its business operations, the affected service(s), and whether it is currently in compliance;
10. The Respondent's compliance with public policy, record of past performance, and financial and technical resources;
11. The character, responsibility, integrity, reputation, and experience of the Respondent;
12. The ability, capacity, and skill to perform the contract or provide the service required;
13. The ability to perform the contract or provide the service required promptly, in the required time, without delay or interference;
14. Any other factor relevant to determining the best value for Burke in the context of a particular acquisition; and
15. The ability of the Respondent to meet all applicable written policies, principles, and regulations.

B. Award

Contract award will be determined by evaluating the submission of Respondent's, meeting the requirements of this RFP, based on the same criteria. A proposal will be selected on or before March 31, 2022, barring decision by the Board of Trustees to reject all proposals submitted or barring postponement of the Meeting by the Board.

C. Award Recipient

1. The successful Respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Burke;
2. The successful Respondent and Burke agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code;
3. Any notice provided by this proposal (or required by Law) to be given to the successful Respondent by Burke shall be deemed to have been given and received on the next day after such written notice has been deposited in the mail in Lufkin, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner;
4. Successful Respondent shall defend, indemnify, and hold harmless Burke or its designee and its officers, directors, and employees from any and all suits, claims, actions, losses, damages, liability, and expenses, including attorney's fees arising from any negligent or willful act, error, omission or misrepresentation of Contractor or his employees, agents (including subagents) or servants. The provisions of the subparagraph shall continue and be ongoing in any contract resulting from this RFP; and
5. Successful Respondent must provide proof of minimum insurance coverage prior to start of contract and annually thereafter of liability insurance (including general liability, and worker's compensation coverage) Schedule as follows:
 - General Liability \$1,000,000/\$3,000,000;
 - Certificate of Insurance naming Burke as an additional insured shall be provided prior to start of work.
 - Worker's Compensation in accordance with Texas Statutory Requirements;

D. Protest/Appeal

Any Respondent wishing to protest or appeal the selection process must do so, in writing, within fifteen (15) calendar days of the date of notification of the unsuccessful proposal in order to be considered. Protest or appeal letter must be titled "Protest Demand Letter" and must include:

1. Name of Respondent's organization, contact name, address, phone number, email address and fax number (if applicable);
2. Clearly and specifically state the nature of the protest, including Burke's decision which the Respondent's organization is protesting;
3. Approximate date of Burke's decision which the Respondent's organization is protesting and;

4. Any additional information not listed to those who will make the decisions in the protest process.

Send letter, via certified mail to:

Burke | Attn: CEO | 2001 S. Medford Dr. | Lufkin, Texas 75901

VII. FINANCIAL GOVERNANCE

A. Funding

Funds for payment shall come from Burke.

B. Sales Tax

Burke is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal submission content shall not include tax.

C. Billing

Contractor will bill for services performed on Burke clients; and

Contractor will provide Burke with a statement of services rendered indicating the individual's name, prescribing physician or prescriber, date of service, service type, and service cost. The Contractor agrees not to bill Burke for any remaining third-party insurance provider balances or for any private pay patient balances. Burke will pay the remaining balance as per contracted rates for any client services for those individuals with State Supported services.

D. Invoices

Invoices shall show all information as required and shall be delivered to Burke Business Services at 2003 S. Medford Dr., Lufkin Texas 75901 or emailed to the Director of Accounting, Shandi Porterfield at shandi.porterfield@myburke.org. For additional questions regarding invoices, call 936-633-5653.

E. Payment

Payment shall be made with 30 days upon receipt of valid invoice and approval by Burke of all completed services as set out in the contract entered into by Burke and the selected Respondent.

RESPONDENT ASSURANCES AGREEMENT

The undersigned does make the following assurances that:

1. That the Respondent is not currently held in abeyance or barred from the award of a federal or state contract.
2. That the Respondent is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes, Article 2.45.
3. No attempt will be made by the Respondent to induce any person or firm to submit or not to submit a response, unless so described in the RFP response document.
4. The Respondent does not discriminate in its services or employment practices on the basis of race, color, religion, sex, national origin, disability, veteran status, or age.
5. That no employee of Burke, ETBHN or ETBR, Texas HHSC, and no member of Burke's, ETBHN's or ETBR's Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the Respondent is unable to make the affirmation, then the Respondent must disclose any knowledge of such interests.
6. Respondent accepts Burke's right to cancel the RFP at any time prior to contract award.
7. The RFP response submitted by the Respondent has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
8. No claim will be made for payment to cover costs incurred in the preparation of the submission of the application or any other associated costs.
9. The individual signing this document and any subsequent contract (if necessary) is authorized to legally bind the Respondent.
10. That Respondent will comply with the rules and standards adopted under Section 534.052 of the Texas Health and Safety Code, the Texas HHSC Community Standards of Community Mental Health Centers and Community Service Programs, and applicable local, state, and federal laws, rules, and regulations, including the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

The Respondent's organization or Individual named below offers and agrees to furnish all labor, materials, and services offered within the designated time frame for the amount to be agreed upon and upon conclusion of a successful contract.

ORGANIZATION INFORMATION

Name of Organization: _____

Type of Legal Entity: _____

Address: _____ Phone No: _____

Fax No: _____ Email: _____

AUTHORIZED REPRESENTATIVE INFORMATION (if different from Organization information)

Name of Authorized Representative: _____ Title: _____

Address: _____ Phone No: _____

Fax No: _____ Email: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

REFERENCES

Please provide at least three (3) separate corporate references where similar services have been provided by Respondent's organization. Please do not include references from Burke, ETBHN or ETBR. Include the name of organization, contact name, address, telephone number, description of services and if any, fax number and email address.

REFERENCE 1

Company: _____ Contact Name: _____

Address: _____ Phone Number _____

Fax: _____ Email: _____

Description of Services Provided: _____

REFERENCE 2

Company: _____ Contact Name: _____

Address: _____ Phone Number _____

Fax: _____ Email: _____

Description of Services Provided: _____

REFERENCE 3

Company: _____ Contact Name: _____

Address: _____ Phone Number _____

Fax: _____ Email: _____

Description of Services Provided: _____

EXHIBIT A

EXCEPTIONS AND SUBSTITUTIONS (OPTIONAL)

The absence of this list shall indicate that the Bidder has not taken exceptions and Burke shall hold the resultant Contractor responsible to perform in strict accordance with any and/or none of the exception(s)/substitution(s) as deemed to be in the best interest of Burke.

Comments:

Attach any relevant documents or use the space below to insert: