



**Anderson-Cherokee Community
Enrichment ServiceS**

Request for Proposals

Annual Financial and Compliance Audit

Release Date: June 10, 2025
Proposal Due Date: July 10, 2025

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I. General Information

A. REQUEST FOR PROPOSAL NOTICE:

Anderson Cherokee Community Enrichment Services d/b/a ACCESS is requesting proposals from public accounting firms to perform the annual audit for fiscal year 2025, and perhaps in subsequent years as well.

B. SERVICE:

ACCESS is seeking proposals of a public accounting firm for the annual financial and compliance audit for fiscal year 2025. The organization-wide audit will encompass the general purpose financial statements, combining statements and other schedules for the Center for the fiscal year ending August 31, 2025. The audit is to be performed in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the Single Audit Act of 1996, Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Texas Grant Management Standards and the *Guidelines for Annual Financial and Compliance Audits of Community MHMR Centers*.

C. ACCESS BACKGROUND INFORMATION:

ACCESS is a local mental health and intellectual development disorder authority in two counties in east Texas with population density of approximately 108,000 persons and a land mass of 2,115 square miles. The primary office is located in Jacksonville, Texas. ACCESS receives federal and state financial assistance through performance contracts with the Health and Human Service Department and other related grant programs.

D. PROCEDURES FOR SUBMITTING PROPOSALS:

Proposals will be accepted by email to the following address: accounting@access-center.org. It is the responsibility of the Vendor for the proposal to be submitted to the Accounting office. The proposal is not considered received until it is in the possession of Chief Financial officer in the Accounting office. **Proposal must be received no later than July 10, 2025, at 3:00pm**

Proposals should be clearly marked as a response to the RFP. The time on the received email will be considered the time submitted. If you have any questions concerning the proposal process please contact; Debbie Hamilton, Chief Financial officer in writing at dhamilton@access-center.org. All questions for this proposal must be received no later than June 24, 2025.

E. ADDITIONAL PROVISIONS:

Historically Underutilized Businesses

BTCS is committed to promoting full and equal opportunities for all businesses. In order for ACCESS to promote these opportunities and as part of its good faith effort, it is important to identify Historically Underutilized Businesses (HUB). HUBs are defined as for-profit corporation, sole proprietorship, partnership, or joint venture in which 51% of all classes of the shares of stock or other equitable securities are owned by one

or more persons have been historically underutilized (socially disadvantaged) because of their identification as members of the following groups; Black American, Hispanic American, Asian American, Pacific American, Native American, and Women. These persons must have a proportionate interest and demonstrate active participation in the control, operation, and management of the business.

Proposal Respondents must include answers to the HUB questionnaire included in this RFP.

Assignment

No right, interest or obligation in or under this contract shall be assigned or transferred by the Vendor without the express written consent of ACCESS. Any attempted assignment or transfer by the Vendor without such consent shall be considered failure of contractual obligations and ACCESS will reserve the right for immediate cancellation.

Applicable Law, Venue

Any future contract shall be governed, construed and interpreted under the laws of the State of Texas. Venue for any litigation arising under this contract shall lie in Cherokee County, Texas.

Advertising

Vendor shall not advance or publish without ACCESS' prior written consent the fact that ACCESS has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the state or federal government.

F. PROHIBITED CONDITIONS:

Prohibition Against Personal Interest in Contracts

Employees and officers of ACCESS and its contractors and subcontractors must not participate in the selection, award or administration of a contract paid with funds received from or through ACCESS if a conflict of interest, real or apparent, is involved. A conflict of interest arises any time such an employee or officer has a financial interest or other interest, e.g. dual employment, in the entity selected for an award, and the existence of such conflict of interest will result in a voided contract. ACCESS' Code of Conduct will apply to this proposal. By submitting the proposal the Vendor certifies that there is no conflict of interest in performing the duties listed in the proposal and;

- is an authorized agent of the Vendor and,
- is not currently employed by ACCESS and,
- has not offered or provided any gifts or gratuities to any employees in the decision-making process of ACCESS or a Board member of ACCESS and,
- is not related within the second degree of consanguinity or affinity to an employee in the decision-making process which is currently employed by ACCESS or a Board Member of ACCESS.

Gratuities

ACCESS may, by written notice to the Vendor, cancel any future contract without liability to the Vendor if it is determined by ACCESS that the Vendor or its agent gave, offered to give or intends to give at any time hereafter any economic opportunity, future employment, gift, gratuity, special discount, trip, favor or service to a public servant in connection with the quote, proposal, or offer.

Collusion

Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission percentage, brokerage, or contingent fee except bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing businesses and disclosed to ACCESS prior to the date of this contract. For breach of this warranty, ACCESS may, in addition to other rights it may have, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or cancel this contract.

Advertisement

Vendors are prohibited from using contract award information, sales values/volumes and/or ACCESS consumers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from ACCESS.

Funding Out

If applicable, the contract is made contingent upon the continuation of federally funded programs, or upon the continued availability of state or local funds to cover the full term and cost of this contract. This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated. In this instance, ACCESS may cancel this contract, by giving thirty (30) days written notice to the Vendor.

G. PROCESS OVERVIEW:

ACCESS reserves the right to accept or reject any or all proposals and to waive formalities and select the service Vendor that best meets the needs of ACCESS and its employees. ACCESS' objective is to select a service Vendor who will provide the best possible service at the best possible cost while meeting Proposal specifications. ACCESS is not obligated to award the contract based on cost alone.

During the evaluation process, ACCESS reserves the right, where it may serve its best interest, to request additional information or clarifications from Vendors, or to allow corrections of errors or omissions. ACCESS reserves the sole right to evaluate the qualifications submitted, waive any irregularities, reject any respondent's proposals and select the firm that, in its judgment, will provide the most satisfactory service.

Timeline

Responses are due by July 10, 2025. ACCESS expects to make a Vendor recommendation for approval to the ACCESS Chief Executive Officer by July 29, 2025. A mutually agreed upon start date will be selected by the Vendor and ACCESS. The following table outlines ACCESS' anticipated schedule. Dates are subject to change.

RFP Issued	June 10, 2025
RFP Question(s) Deadline	June 24, 2025
RFP Due	July 10, 2025
Final Vendor Selection	July 29, 2025
Vendor Notifications	August 8, 2025

H. OBJECTIVES:

Through the procurement of auditing services, ACCESS seeks proposals from a public accounting firm for the annual financial and compliance audit for fiscal year 2025, with the following objectives:

The financial statement audit is to determine whether (1) the financial statements present fairly the financial position, results of operations, and cash flows in accordance with generally accepted accounting principles, and (2) whether the Center 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 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 the Center'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 within 48 hours of such findings.

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 noncompliance required to be reported under Government Auditing Standards will be reported to the Center, including to the CEO and CFO within 48 hours of the findings.

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) will be tested for compliance with laws and regulations, as well as compliance with specific requirements of the grants or contracts. All instances of noncompliance will be reported to the Center, including the CEO and CFO within 48 hours of the findings. We are looking for a solution that is:

- Cost effective
- Timely
- Offers reliable and quality service

I. FUNCTIONAL PRIORITIES:

The successful vendor will provide a solution for the above stated objectives.

J. EVALUATION CRITERIA:

This RFP is not intended to favor any vendor. It is solely designed to provide the best value to ACCESS in meeting organization needs. The evaluation team will make a recommendation to the Chief Executive Officer for final approval and then notify the vendor according to the schedule included in this proposal. The evaluation team will review each proposal based on the following criteria:

- Vendor Qualifications and Years of Experience
- Quality and reliability of Vendor Services, including ability to complete the audit based on established schedules
- Service costs
- Proper completion of proposal requirements

K. GENERAL CONDITIONS AND STIPULATIONS:

Indemnification and Workers' Compensation

The Proposer agrees that if the contract is awarded to their company, the company shall defend, indemnify and hold harmless ACCESS, its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the Proposer's acts or omission in the performance of the duties required under the contract.

Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Service Vendor as the agent, representative or employee of ACCESS for any purpose or in any manner whatsoever. The Vendor is to be and shall remain an independent contractor with respect to all services performed under this contract. The Vendor represents that it has, or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of the Vendor or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor, its officers, agents, contracts or employees shall in no way be the responsibility of ACCESS; and the Vendor shall defend, indemnify and hold ACCESS, its officers, agents, and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from ACCESS, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

Audit

The proposers agree to present an independent 3rd party audit of their books, records, documents, and accounting procedures and practices.

Nondiscrimination

In the performance of this contract, the Successful Proposer shall not discriminate on the grounds of or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age against any of its employees, subcontractors or applicants for employment. The Successful Proposer shall include a similar provision in all contracts with subcontracts to this contract.

Miscellaneous

The proposer agrees to at all times observe and comply with all relevant laws, ordinances, regulations, and codes of the federal, state, and local government which may in any manner affect the preparation of proposals or the performance of the contract.

L. INSTRUCTIONS:

Vendors can respond to the Request for Proposal by completing the information requested in Section 2 3: Required Vendor Information, which includes, service, organization information, references and

pricing. Responses may be typed directly on the electronic version of the RFP and returned with attachments but must be sent to the designated agency email address.

II. Required Vendor Information

Prepared marketing materials may be submitted in addition to answering the questions below, however they will not be accepted in lieu of answering the below questions directly.

A. SYSTEM REQUIREMENTS:

Provide a brief description in each section. If multiple solutions are available, attach product comparison sheets.

1. 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 Center and members of the Board of Trustees;
2. A copy of the firm's most recent peer review report;
3. A list of current and past audits clients along with the names and telephone numbers of contact persons and the number of years audit services were provided;
4. A statement regarding whether the proposer is currently under the terms of public or private reprimand by the Texas State Board of Public Accountancy and/or licensing boards of other states;
5. A general work plan and description of the proposed audit team, including the staff member who will direct the overall audit and those staff members who will be responsible for planning, directing, and conducting substantial portions of the fieldwork or reporting, including the education background of all staff member named and professional licenses held. Provide information on how you will complete the audit based on agreed upon time frames.

B. VENDOR ORGANIZATION INFORMATION:

1. Where is your company headquartered?
2. What is your primary business focus and how many years of experience do you have providing auditing services?
3. Provide an overview of your staff qualifications for workers assigned to the location.

4. Also provide a description to ensure the quality and reliability of your work. Please include information about recent completed MHMR Community Center audits that were late or completed after January 31 for the prior audit year.
5. Has your company received any awards? How do you distinguish yourself from the competition?
6. What is the average size of your client? On average, how long do your clients remain with you?

C. REFERENCES:

1. List any relevant clients within the same industry and client size with which you work. Provide contact information for at least two organizations.
2. List all Texas MHMR Centers that currently use your services. Provide contact information for these organizations.

CI. PRICING:

1. A total all-inclusive maximum price bid for the fiscal year 2025 engagement as described in this request for proposal. The Center will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.
2. Describe any additional fees that may be anticipated during this engagement.

CII. Attachments

- HUB Questionnaire (see attached and complete)

END OF RFP –

**Attachment A
HUB or DBE
Questionnaire**

Historically Underutilized Businesses are defined as for-profit corporation, sole proprietorship, partnership, or joint venture in which 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as members of the following groups: Black American, Hispanic American, Asian American, Pacific American, Native American, and Women. These persons must have a proportionate interest and demonstrate active participation in the control, operation, and management of the business.

1. Appropriate structure of business: sole proprietorship, partnership, corporation, limited liability partnership, joint venture
2. Which group best describes the owner or primary stockholder (51%) of the firm which demonstrates active participation in the control, operation, and management of the firm's business affair.

Black American: Female/Male

Hispanic American: Female/Male

Asian Pacific American: Female/Male

American Woman:

Other:

3. Contractor is eligible to do business in the State of Texas. YES NO
4. Is this company a Foreign Owned Corp.? YES NO
5. Has your business or any of its owners ever been denied HUB certification by any organization?
6. Are you a certified Historically Underutilized Business/ Disadvantage Business Enterprise (DBE) by any Federal or State Agency, city, county, or government entity? YES NO