



# REQUEST FOR PROPOSAL

## AUDIT-RFP#05-2022

### ANNUAL FINANCIAL & COMPLIANCE AUDIT

**ISSUED:** June 6, 2022  
**RESPONSES DUE:** June 15, 2022

LIFEPATH SYSTEMS  
1515 HERITAGE DR.  
MCKINNEY, TX 75069  
972-562-0190

**For RFP Questions:**

Willy Villavicencio  
Purchasing Manager

[wvillavicencio@lifepathsystems.org](mailto:wvillavicencio@lifepathsystems.org)



## **REQUEST FOR PROPOSAL (RFP) AUDIT-RFP#05-2022**

### **ANNUAL FINANCIAL & COMPLIANCE AUDIT**

#### **Background Information**

Collin County Mental Health Mental Retardation Center d/b/a LifePath Systems (the “Center”) was founded in 1986. It is the Local Behavioral Health Authority (LBHA) and the Local Intellectual and Developmental Disabilities Authority (LIDDA) for Collin County, Texas as authorized by the Texas Health and Human Services Commission (HHSC). In addition to its role as Authority, the Center is a provider of behavioral health services and a provider of services for individuals with intellectual or developmental disabilities.

Throughout this RFP, reference to “Center” is assumed to define and include LifePath Systems. Reference to the “firm” is assumed to include the public accounting firm and any other firms and/or personnel with which the firm has elected to partner for purposes of this RFP.

#### **Purpose of Audit**

The purpose of this application is to assist the Center with obtaining a pool of qualified public accounting firms to provide the annual financial and compliance audit for its fiscal year ending August 31, 2022. The organization-wide audit will encompass the Center’s basic financial statements, comprised of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, as well as other supplementary schedules and statistical information. 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, Title 2 U.S. Code of Federal Regulations Part 200, Uniform Guidance, Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Uniform Grant Management Standards (UGMS) State of Texas Audit Circular, 1 Tex. Admin. Code Ann. §5.167, and the Guidelines for Annual Financial and Compliance Audits of Community Mental Health and Mental Retardation Center.

#### **Term of the Audit Engagement**

The contract term for the audit services will be **September 1, 2022 through August 31, 2023**; however, the fiscal year to be audited is September 1, 2021 through August 31, 2022 (FY22). The Center may request to extend the contract for up to five additional one-year terms, following satisfactory delivery of the services specified in the proposal and contract. The contract can be terminated for cause.

## Statement of Requirements

1. Fieldwork will be at the mutual convenience of the Center and the independent firm's schedules.
2. On or before December 30, 2022, the preliminary draft of the reports will be presented to the Center for review and comment.
3. Satisfactory delivery of the services specified by the request for proposal and the engagement letter shall be accomplished by **January 10, 2023** for inclusion in Board packet prior to the meeting of the Board of Trustees Budget and Finance Committee (**January 19, 2023**).
4. The firm will be required to present the reports to the full Board at the **January 26, 2023** Board meeting.
5. The firm will be required to provide a management letter containing comments oriented toward constructive improvements, when appropriate.
6. The firm will provide the Center with 20 bound copies and one electronic Portable Document Format (PDF) of the signed audit report, following the standards outlined above.
7. Copies of the firm's work papers will be made available to the Center and to its coordinating agency, upon request.

## Minimum Eligibility Requirements

In order to be considered eligible to submit a Request for Proposals packet, a public accounting firm must minimally meet the following requirements:

1. Maintain membership in an external quality control review organization
2. Have had a peer review conducted within the past 3 years and an unqualified report issued or a rating of pass received
3. Have verifiable experience in performing Community Mental Health and Individuals with Intellectual/Developmental Disability Center audits of one or more of the 39 Texas centers contracted as LMHA/LBHA and/or LIDDA within the past 3 years
4. Not be under the terms of a public or private reprimand by the Texas State Board of Public Accountancy and/or licensing boards of other states
5. Be eligible to do business in the State of Texas.



## RFP Timeline

Advertisement of Request for Proposals	June 6, 2022
Submittal of Questions	June 10, 2022
Responses to Questions Posted	June 13, 2022
Proposals Due	June 15, 2022
Interviews of Selected Proposals	June 20-24, 2022
Recommendations to the Board	June 30, 2022
Contract Award	July 1, 2022

## Proposal Deadline

Sealed proposals are due no later than 10:00 am on June 15, 2022. Proposals will be unsealed at 4:00 pm the same day. One electronic copy on separate USB flash drives and two bound copies of each document should be addressed to:

LifePath Systems  
ATTN: Willy Villavicencio, Purchasing Manager  
1515 Heritage Dr.  
(Hand deliveries to Suite 105)  
McKinney, TX 75069  
[wvillavicencio@lifepathsystems.org](mailto:wvillavicencio@lifepathsystems.org)

## Fee

Attach a detailed summary included in your Basic Services Fee, as well as including any additional supporting information as appropriate for requested estimated costs. (e.g., for Additional Services to be compensated on an hourly-rate basis include schedule of personnel for this project and each consultant who provided the service, the hourly rate, and proposed the time expended. For Reimbursable Expenses, provide additional information as appropriate to the project.

### Proposal Instructions and Format

Along with a copy of your standard contract, which will be subject to review, negotiation, and possible revision, please include the following items in any Proposal submitted in response to this RFP:

1. Firm name, address, phone, and email.
2. Describe your firm's background, ownership of your firm and list its principal shareholders.
3. Describe your firm and how it is organized including its overall size in numbers of employees.
4. Describe the practicing ideas or themes that serve as the central organizing elements of your firm's accounting practice as related to providing annual financial and compliance audits.
5. Provide names and resumes of key personnel who would be directly responsible for the work.
6. Please submit key reference contact information including telephone numbers, fax numbers and email addresses.
7. Submit an organizational chart for the entire recommended accounting team as referenced in item 3 above.
8. Provide at least (1) verifiable project in performing Community Mental Health and Individuals with Intellectual/Developmental Disability Center audits of one or more of the 39 Texas centers contracted as LMHA/LBHA and/or LIDDA within the past 3 years.
9. Provide a certificate of insurance showing coverages for general liability, automobile liability, worker's compensation, and professional liability.
10. Describe the approach and process by which you will develop for a typical project.

Your response may also contain any narrative, charts, tables, diagrams, or other materials in addition to those called herein; to the extent such additions are useful for clarity or completeness of the response. Attachments should clearly indicate on each page the paragraph in the RFP to which they pertain. The Center will not be liable for any errors in your proposals.

No modifications to your proposal will be accepted except during negotiations initiated by the Center.

The request for proposals and potential inclusion into the interview process shall in no way be deemed to create a binding contract or agreement between the respondent and the Center. Upon recommendation of the firm, the Center will enter into an agreement. If the Center and successful respondent are unable to reach agreement upon a contract, the Center reserves the right to immediately enter into negotiation and agreement with another respondent.

Each respondent submitting a Proposal in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the Center and all presentation, related costs, and travel expenses are the respondents' sole expense as the Center shall not, under any circumstances, be responsible for any cost or expense by the respondent.

The Center shall be allowed to keep any and all materials submitted by the respondents in regard to this RFP. Each respondent agrees to hold the Center harmless against any expenses, damages, and claims arising from or connected with your proposal, including patent, trademarks, copyright, or other intellectual property infringement or misappropriation.

Any media request of the respondents shall be concurrently directed to the Center during the receipt, analysis, selection, and subsequent contract negotiation until said contract is signed and delivered by the Center.

The Center reserves the right to accept or reject any or all proposals, to alter the selection process in anyway, to postpone the selection process for either party's own convenience at any time, and to waive any defects in proposals submitted. The Center reserves the right to issue addenda to this RFP at any time due to the need for clarification, change in schedule, or other reasons the parties so decide. The Center reserves the right to accept or reject any individual sub-consultants that the successful respondent proposes to use.

Your proposal constitutes an offer that remains open and irrevocable for a period of no less than 30 days unless your proposal states otherwise. Proposals after the award are public documents.

## Selection Criteria

The Center will use a combination of criteria in the evaluation process, including, without limitation, overall qualifications, relevant experience. The following criteria will be the basis on which firms will be selected for further consideration:

1. Specialized, appropriate license(s) for this type of project.
2. Demonstration of best value for the project.
2. Organizational chart and project team experience.
3. Current workload of firm's personnel vs. the Center's Project Timeline
4. Record of successfully completed projects without major legal problems.
5. Capabilities and proven experience in conducting audits for Centers of similar size (at least \$50 million in annual revenues).
6. Compliance with proposal format requirements.
7. Other factors that may be appropriate for the project.

The Center will review and create a short list of the number of firms to be interviewed. Those firms that are invited to interview will be expected to have the key project personnel available for presentation and interview between June 20-24, 2022. Times for individual interviews will be announced later but respondents will tentatively be provided a block of 30 minutes for presentation and questions. Representatives for the Center will be in attendance for the interviews. Interviews will be conducted virtually, unless otherwise stated by the Center. The Center's representatives will recommend the successful respondent and will award a contract at or after the regularly scheduled Board of Trustees meeting on June 30, 2022.



## **Assurances, Certifications, Exhibits and Attachments**

Vendor must submit the Assurance and Certifications and all Attachments requested, to include:

Vendor will submit a copy of their standard contract, along with proposal. Label this **(Attachment A.)**

Signature Page **(Attachment B)**

Resident/Non-Resident Certification **(Attachment C)**

Assurances Document **(Attachment D)**

Conflict of Interest Questionnaire **(Attachment E)**

Vendor shall review **Texas Administrative Code §412.54(c)** and provide a written response signed by Authorized Individual **(Attachment F)**

Vendor shall review **Texas Health and Safety Code §250.006** and provide a written response signed by Authorized Individual **(Attachment G)**

Form W-9 **(Attachment H)**

Lobbying Certification **(Attachment I)**

Deviation Form **(Attachment J)**

## **Questions or Inquires**

All questions must be submitted electronically no later than 4:00 pm on June 10, 2022

LifePath Systems

Willy Villavicencio, Purchasing Manager

Email: [wvillavicencio@lifepathsystems.org](mailto:wvillavicencio@lifepathsystems.org)

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**LifePath Systems Purchasing Department**





**ATTACHMENT B  
SIGNATURE PAGE**

The attached proposal application is being submitted in response to the Annual Financial and Compliance Audit AUDIT-RFP# 05-2022. The proposal is a firm offer and shall remain an open offer, valid for one hundred and eighty (120) days from the date of this document.

LifePath in its sole and absolute discretion shall have the right to award contracts for any or all materials listed in each proposal, shall have the right to reject any and all proposals and shall not be bound to accept the lowest proposal and shall be allowed to accept the total proposal of any one vendor. I understand that this proposal will be reviewed and evaluated according to the procedures indicated in this RFP.

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Authorized Signature

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Company Name

---

Typed or Printed Name

---

Street Address

---

Title

---

City, State, Zip Code

---

Telephone Number

---

Fax Number

---

Email



## ATTACHMENT C

### RESIDENT/NON-RESIDENT CERTIFICATION

Contractor must answer the following questions in accordance with the Texas Government Code §2252.002, as amended:

- A. Is the Contractor that is making and submitting this bid a “resident Contractor” or a “non-resident Contractor”?

Answer: \_\_\_\_\_ Resident Contractor      \_\_\_\_\_ Non-resident Contractor

(1) Texas Resident Contractor - A Contractor whose principal place of business is in Texas and includes a Contractor whose ultimate parent      company or majority owner has its principal place of business in Texas.

(2) Nonresident Contractor - A Contractor who is not a Texas Resident Contractor.

- B. If the Contractor is a “Non-resident Contractor”, does the state in which the Nonresident Contractor’s principal place of business is located have a law requiring a Nonresident Contractor of that state to bid a certain amount or percentage under the bid of a Resident Contractor of that state in order for the nonresident Contractor of that state to be awarded a contract on his bid in such state?

Answer: \_\_\_\_\_ Yes \_\_\_\_\_ No      Which state? \_\_\_\_\_

- C. If the answer to Question B is “yes”, then what amount or percentage must a Texas Resident Contractor bid under the bid price of a Resident Contractor of that state in order to be awarded a contract on such bid in said state?

Answer: \_\_\_\_\_

**ATTACHMENT D  
ASSURANCES DOCUMENT**

The firm assures the following:

1. All addenda and attachments to the RFP as distributed by the Local Authority and designated by the checklist have been received.
2. No attempt has been or will be made by the firm to induce any person or firm to submit or not to submit a Proposal, unless so described in its Proposal.
3. The firm does not discriminate in its services or employment practices on the basis of race, color, genetic information, religion, sex, national origin, disability, veteran status, or age.
4. All cost and pricing information is reflected in the RFP response documents or attachments.
5. The firm accepts the terms, conditions, criteria, and requirements set forth in the RFP.
6. The firm accepts the Center's right to cancel the RFP at any time prior to Contract award.
7. The firm accepts the Local Authority's right to alter the timetables for procurement that are set forth in the RFP.
8. The Proposal submitted by the firm has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the Proposal submitted by the firm has not been knowingly disclosed by the firm to any other firm prior to the notice of intent to award.
10. No claim will be made for payment to cover costs incurred in the preparation of the submission of the Proposal or any other associated costs.
11. Local Authority has the right to complete background checks and verify information.
12. The individual(s) signing this document and any Contract awarded to firm is authorized to legally bind the firm.
13. No employee of the Local Authority and no member of the Local Authority's Board will directly or indirectly receive any pecuniary interest from an award of the proposed Contract to firm. If the firm is unable to make the affirmation, then the firm must disclose any knowledge of such interests. See Attachment F.
14. The firm is not currently held in abeyance or barred from the award of a federal or state contract.
15. The firm 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.
16. The firm shall disclose whether any of the directors or personnel of Proposer has either been an employee or a trustee of Local Authority within the past two (2) years preceding the date of submission of the Proposal. If such employment has existed, or at term of office served, the Proposal shall state in an attached writing the nature and time of the affiliations as defined. See Attachment F.
17. The firm shall identify in an attached writing any trustee or employee of Local Authority who has a financial interest in the firm or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable. See Attachment F.
18. No former employee or officer of the Local Authority directly or indirectly aided or attempted to aid in procurement of firm's service.

19. The firm shall disclose in an attached writing the name of every Local Authority employee and/or member of Local Authority's board with whom the firm is doing business or has done business during the 365-day period immediately prior to the date on which the Proposal is due. Failure to include such a disclosure will be a binding representation by firm that the natural person executing the Proposal has no knowledge of any key persons with whom the firm is doing business or has done business during the 365 day period prior to the immediate date on which the Proposal is due. See Attachment F.
20. Under Section 231.006, Family Code, the vendor, or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. For purposes of the foregoing sentence, "vendor or applicant" shall mean firm; contract, bid or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to the Successful firm(s).

\_\_\_\_\_  
Signature of Applicant or Applicant's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title (if applicable)

**ATTACHMENT E  
CONFLICT OF INTEREST QUESTIONNAIRE**

Please retrieve CIQ Form from the following website:  
<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>  
(Attach completed CIQ Form as part of your proposal)

*A signature is required in Box 7 regardless of any other entry on the form.*

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**ATTACHMENT F  
DISCLOSURE OF KINSHIP**  
Pursuant to the [Texas Administrative Code §412.54\(c\)](#)

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**ATTACHMENT G  
NOTICE OF FELONY CONVICTION**  
Pursuant to the [Texas Health and Safety Code §250.006](#)

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**ATTACHMENT H  
FORM W-9  
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**  
Vendors are to complete a W-9 Form and submit with Proposal Documents.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>



**ATTACHMENT I  
LOBBYING CERTIFICATION**

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 an 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 any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Individual

\_\_\_\_\_  
Title of Authorized Individual

\_\_\_\_\_  
Organization Name



**ATTACHMENT J  
DEVIATION FORM**

All deviations to this RFP must be noted on this sheet. In the absence of any entry on this Deviation Form, the prospective firm assures LifePath of their full agreement and compliance with the Specifications and Terms and Conditions.

Each response to this RFP shall contain a Deviation Form, which states the prospective Vendor's commitment to the provisions of the RFP. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Proposal must be expressly stated in the Deviation Form. Use an additional copy or page if needed.

**THIS DEVIATION FORM MUST BE SIGNED AND SUBMITTED WITH THE RFP BY EACH PROSPECTIVE VENDOR/CONTRACTOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT. IF NO DEVIATIONS, NOTE: NONE**

Reference Specifications, Terms and Conditions and Page Number	Deviation

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



**NOTICE "NOT TO PARTICIPATE" FORM**

Dear Vendor:

Please check the appropriate box below, complete the remainder of this form and return it PRIOR to the scheduled due date and time on the Proposal.

- Our Company cannot provide the products, supplies and/or services listed in this request. Please MOVE our name and address to the following services so that we may submit bids/proposal at a later date:

Services:

\_\_\_\_\_

- Our Company has chosen NOT to submit a Proposal at this time but would like to remain on your list for this Proposal category. We did not submit a Proposal because:

Reason:

\_\_\_\_\_

- Please REMOVE our Company name from all LifePath Systems lists until further notice.

Reason:

\_\_\_\_\_

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

Representative (printed): \_\_\_\_\_

Title:

\_\_\_\_\_

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

Phone:

\_\_\_\_\_

Email: \_\_\_\_\_ Fax \_\_\_\_\_ Other:

\_\_\_\_\_

\*\*\*\*\*

\*\*\*\*\* Authorized Signature:

\_\_\_\_\_

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

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