



REQUEST FOR PROPOSAL

CM RFP#0722

COMPLIANCE MANAGEMENT SOFTWARE

ISSUED: AUGUST 8,2022
RESPONSES DUE: SEPTEMBER 2,2022

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

For RFP Questions:

Willy Villavicencio
Purchasing Manager

wvillavicencio@lifepathsystem.org

REQUEST FOR PROPOSAL (RFP) CM RFP#0722

COMPLIANCE MANAMGENT SOFTWARE

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.

The Center does not currently have a dedicated Compliance Management (CM) system. Instead, compliance activities have been performed manually. The Center currently has approximately 250 policies and procedures that will be reviewed and revised annually, at minimum. For the past 9 months, the Center has documented approximately 150 incidents.

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

Purpose of Compliance Management Software

The purpose of this RFP is to receive sealed competitive bids that the Center can evaluate to determine best value for a comprehensive compliance management system. Management’s goal is to implement a unified system that will assist with the management of incidents, policies and procedures, forms, audits, and risk assessments.

The Center’s ideal solution will:

1. allow the Center to enter and complete incident reports while tracking progress, assigning tasks, and reporting on statuses and trends;
2. provide the Center with the ability to store, review, and revise its Policy and Procedure Manual, with the capability to assign responsible parties and keep a history of previous versions with edits made;
3. allow the Center to store, review, and revise forms and other documents, with the capability to assign responsible parties and keep a history of previous versions with edits made;
4. provide the Center with a system to input previous and current internal and external audits including results and corrective actions with the ability to assign tasks and responsible parties, and compare results from year to year; and
5. provide resources related to Risk Management and Safety Guidelines along with the ability to store and create internal risk and safety assessments.

Minimum Eligibility Requirements

At a **minimum**, the proposed Contract Management solution must include:

1. Central Repository for Policies and Procedures

A system that serves as a central repository with the ability to track version histories. It should have search and retrieval for policies and procedures.

2. Policies and Procedures Management

A system that facilitates the management of the Center's policies and procedures manual. Required system features include:

- a. revision tracking;
- b. access to the full and complete revision history;
- c. library of Center policies and procedures templates;
- d. electronic or wet-ink signatures;
- e. ability to maintain policies and procedures for multiple years;
- f. ability to assign policies and procedures reviews and track statuses.

3. Incident Report Management

A system that facilitates the reporting, assignment, and tracking of multiple incident types. Required system features include:

- a. reporting multiple incident types
- b. reporting incidents anonymously, based on incident type
- c. assigning reviewers for multiple incident types
- d. tracking progress of incident reviews
- e. assigning investigators for incidents
- f. trending capabilities
- g. limiting access to view follow-up/review activities and investigation information.

4. Allows multiple workflows

A system that supports automatic routing of policies and procedures to relevant parties for review, revision, and approval including digital signature;

A system that supports automatic routing of incidents to relevant parties for review, follow-up, investigation, and closure, including digital signature, based on incident type.

5. Security

A system that provides adequate security and user authentication. Specific system features related to security include:

- a. online multi-factor authentication;
- b. ability to lock documents so designated individuals may have read-only access;
- c. role-based access and security to view/update information;
- d. ability to audit status, access, and usage of system resources;
- e. audit trail of all transactions;
- f. data encryption at rest and in transit; and



- g. restore process for lost/corrupted data (backup).

6. Report Generation

Reporting capabilities that enable performance assessment and risk analysis while providing management with dashboard views of key performance indicators (KPIs), including (but not limited to):

- a. total number of incidents across an identified span of time;
- b. types of incidents and location of incidents;
- c. turnaround time for review of incidents and follow-up activities;
- d. outcomes of incidents;
- e. policies and procedure review deadlines;
- f. outstanding tasks for policy and procedure reviews and incident follow-up activities;
- g. the ability to easily export data into spreadsheets for management analysis;
- h.

Optional Functionality

In addition to the requirements listed above, LifePath Systems would like to consider the following additional functionality:

- A Forms/Documents Library with the ability to store, review, and revise forms and other documents, with the capability to assign responsible parties and keep a history of previous versions and edits made. The Center currently has approximately 600 forms.
- An Audit Management System that allows the Center to input previous and current internal and external audits including results and corrective actions with the ability to assign tasks and responsible parties and compare results from year to year.
- Risk Management/Safety Management System with resources related to Risk Management and Safety Guidelines and the ability to store and create internal risk and safety assessments.

Term of the Compliance Management Software

The Center anticipates a 3-year contract for services with option of extension for up to five years. As you evaluate your approach to provide services, you are encouraged to recommend contract options and address the relative advantages and disadvantages of your recommendations. Contract duration must allow early termination without penalties to LifePath Systems in the event the Texas Health and Human Services Commission terminates revenue contracts to the Center. The contract can also be terminated for cause.



RFP Timeline

RFP Issued	August 8, 2022
Vendor Questions via Email Due	August 15, 2022
Responses to Questions Published	August 19, 2022
Proposals Due to LifePath Systems	September 2, 2022
Vendor Demonstrations	September 12-16, 2022
Final Vendor Selection	September 30, 2022
Contract signed	October 14, 2022
Implementation Begins	October 21, 2022
Go Live Date	January 2, 2023

Proposal Deadline

Sealed proposals are due no later than 10:00 am CDT on September 2, 2022. Proposals will be unsealed at 10:30 am CDT 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

Fee

The following is a guide for splitting the Compliance Management Software fee into sections that clearly identify the acquisition/start-up costs versus ongoing solution fees. Although it is not intended to be absolute, significant deviations should be closely reviewed.

A. Fee Matrix

Having examined specifications and requirements of this RFP (including any attachments and published answers to questions), the undersigned proposes to furnish Work upon the pricing terms quoted below:

Deliverable Description	Costs	Comments
Software License or Subscription		
Software Maintenance/Support (specify pricing/coverage levels offered)		
Implementation Services		
Training & Materials		
Third Party Software		
Third Party Software Support		
Total Year 1 Price		

B. Maintenance Fees

Responses must clearly articulate the anticipated LifePath Systems internal resources necessary for a successful project. Responses must distinguish between implementation and ongoing support after implementation.

Description	Estimated Costs	Comments
Year 1 – Maintenance & Subscription Fees		
Year 2 – Maintenance & Subscription Fees		
Year 3 – Maintenance & Subscription Fees		

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. Company name, address, phone, and email.
2. Describe your company's background, ownership of your company and list its principal shareholders.
3. Describe your company 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 company's practice as related to the compliance management software.
5. Provide names and titles 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 Team for this project as referenced in item 3 above.
8. Describe the process by which you will develop implementation and deployment services for a typical project.
9. Describe your approach to maintenance services that will assure the functional, technical and requirements are satisfactorily addressed.
10. Explain the management tools, techniques, and procedures your team uses to maintain the project schedule between implementation and go live date.
11. Explain your team's procedures for documenting quality control and coordination of the various disciplines of work amongst your company.
12. Describe the company's support services and the advantages to each tier and /or level, if any.
13. Explain, in detail the services provided by your company in regard to software education and ongoing training. What methods does your company use.
14. Explain the hosting services, if any, available from your company.
15. Explain why you believe your team is the most qualified firm to provide the requested services for this Project.



Proposals are expected to provide complete and detailed descriptions of the vendors' abilities to meet the requirements of this RFP and must be submitted in either MS Word or PDF format.

Questions regarding this RFP, must be sent by email prior to close of business (5:00 pm CDT) on August 15th, 2022 to: Willy Villavicencio wvillavicencio@lifepathsystems.org. Answers to all submitted questions will be posted on the LifePath Systems web site: <https://www.lifepathsystems.org/connectwithus/contracting>

Vendors may not contact any LifePath Systems staff, LifePath Systems board members, the Texas Health and Human Services Commission staff, or any other stakeholders regarding this project in the period between the issuance of this RFP and the notice of award.

Proposals which do not meet the criteria below will not be evaluated by LifePath Systems

The proposal must include a cover letter that provides:

- a. RFP Title;
- b. Confirmation that proposed fees are firm and guaranteed for 90 days from the proposal due date
- c. A STATEMENT CONFIRMING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE GENERAL AFFIRMATIONS LOCATED AT:
<https://www.lifepathsystems.org/wp-content/uploads/2021/05/General-Affirmations.pdf>
- d. Signed by a representative authorized to commit to the terms of the proposal.



The selected vendor will be required to adhere to all Texas contract and confidentiality requirements.

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 demonstration process shall in no way be deemed to create a binding contract or agreement between the respondent and the Center. Upon recommendation of the vendor, 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.

Any verbal communication will be considered unofficial and non-binding regarding this RFP and subsequent award.

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 selection and approval of the Proposer will be made in accordance with the Center's competitive bidding and selection process. An evaluation committee will evaluate proposals on the basis of the guidelines set forth in this RFP and will present its findings to the Chief Executive Officer. LifePath Systems reserves the right to request additional information and clarification of any information submitted, including any omission from the original proposal. All proposals will be treated equally with regard to this item.

LifePath Systems intends to solicit, evaluate, and negotiate proposed terms from qualified Proposers to determine which proposal will serve the best interests of the organization by providing the best value¹. Once it is determined that a proposal meets the minimum requirements, the LifePath Systems evaluation team will score each proposal. In determining best value for the organization, LifePath Systems will consider:

1. The purchase price;
2. The reputation of the proposer and of the proposer's goods or services;
3. The quality of the proposer's goods or services;
4. The extent to which the goods or services meet the Center's needs;
5. The proposer's past relationship with the Center;
6. The impact on the ability of the Center to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
7. The total long-term cost to the Center to acquire the bidder's goods or services; and any relevant criteria specifically listed in the request for proposals.

The Center will review and create a short list of the number of vendors to provide a demonstration their system. Those vendors that are invited to demonstrate will be expected to have the key project personnel available for demonstration between September 12-16, 2022. Times for individual demonstrations will be announced later but respondents will tentatively be provided a block of 60 minutes for presentation and questions. Representatives for the Center will be in attendance for the demonstrations. Demonstrations will be conducted virtually, unless otherwise stated by the Center.



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 5:00 pm on August 15, 2022.

LifePath Systems

Jordan Planchon, Quality Assurance Manager

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**ATTACHMENT B
SIGNATURE PAGE**

The attached proposal application is being submitted in response to the **COMPLIANCE MANAGEMENT SOFTWARE CM-RFP# 0722**. The proposal is a firm offer and shall remain an open offer, valid for one hundred and eighty (180) 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.

Authorized Signature

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 vendor 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 vendor to induce any person or vendor to submit or not to submit a Proposal, unless so described in its Proposal.
3. The vendor 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 vendor accepts the terms, conditions, criteria, and requirements set forth in the RFP.
6. The vendor accepts the Center's right to cancel the RFP at any time prior to Contract award.
7. The vendor 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 vendor 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 vendor has not been knowingly disclosed by the vendor to any other vendor 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 vendor is authorized to legally bind the vendor.
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 vendor. If the vendor is unable to make the affirmation, then the vendor must disclose any knowledge of such interests. See Attachment F.
14. The vendor is not currently held in abeyance or barred from the award of a federal or state contract.
15. The vendor 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 vendor 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 vendor shall identify in an attached writing any trustee or employee of Local Authority who has a financial interest in the vendor 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 vendor's service.



19. The vendor shall disclose in an attached writing the name of every Local Authority employee and/or member of Local Authority's board with whom the vendor 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 vendor that the natural person executing the Proposal has no knowledge of any key persons with whom the vendor 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 vendor; contract, bid or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to the Successful vendor(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.

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

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

**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 vendor 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: _____