



Denton County MHMR Center

Main Office:
2519 Scripture
Denton, Tx 76201

Mailing Address:
PO Box 2346
Denton, Texas 76202

REQUEST FOR PROPOSAL **RFP #140 PROVIDER OF** **RETIREMENT SERVICES**

PROPOSAL SUBMITTAL DEADLINE
1700CST, Friday, 24 June 2022

May 2022

Fulfilling the mission to enhance the quality of life of the individuals and their family members served in Denton County!

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I. INTRODUCTION

- 1.1 The Denton County MHMR Center (hereinafter referred to as Center) issues this request for proposal (RFP) for the provision of **RFP #139 Provider of HR Software**.

II. CENTER BACKGROUND & LOCATIONS

- 2.1 The Center is a government entity established in 1990 by the State of Texas pursuant to HB2377. A Board of Directors appointed by the Denton County Commissioners Court governs the Center. The Center operates under rules and regulations promulgated by the Texas Department of Aging and Disability Services and the Texas Department of State Health Services for the purpose of providing medical, therapeutic, and residential services to persons with mental illness and those persons with intellectual disabilities residing in Denton County. Most the Center funding is provided by the State of Texas, but it also receives funding from Denton County, Medicare and Medicaid reimbursements, third party insurance, the Cities of Denton and Lewisville, and grants.
- 2.2 The Center's corporate office is located at 2519 Scripture St., Denton, TX, 76201.
 - 2.2.1 Satellite Facility Locations:
 - 2509 Scripture St., Suites 100, 101, 103, 104, & 201, Denton, TX, 76201
 - 3835 Morse St., Denton, TX, 76208
 - 3827 Morse St., Suite 101, Denton, TX, 76208
 - 1001 Cross Timbers Rd., Suites 1030, & 1250, Flower Mound, TX, 75028

III. AGENCY PRINCIPLES, VISION, & VALUES

3.1 Guiding Principles:

We believe principles should guides our interactions with our clients, and between our staff to create a center that,

- assumes good intentions.
- creates a safe space.
- understands you.
- shares knowledge & resources.
- strives for continual improvement.
- knows good ideas can come from anyone at any time.

3.2 The Center's Vision:

Denton County MHMR envisions the center as a place,

- That provides effective, comprehensive, and timely services to all persons in need.
- Where a qualified, motivated, and caring staff strive to make a difference in the lives of those served.
- That offers quality state-of-the-art facilities to assist individuals in living full and productive lives.

3.3 The Center's Values:

We respect every individual's unique and special concerns by providing aide that best fits their needs, enhances their ability to live a full and dignified life, and celebrates the contributions all individuals make to our community; because everyone,

- has individual worth.
- should be treated with respect.
- shown compassion.
- has integrity.
- should be treated with dignity.
- should be included in the community.
- should have choice
- should have opportunity

IV. TARGET POPULATION

- 3.1 The target population to be served by a provider of **RFP #140 Provider of Retirement Services** under contract with the Center would be all qualifying individuals authorized by the Center to receive these services. Denton County Population as of April 2020: 906,422

V. SCHEDULE OF EVENTS

- 5.1 A. Issuance of RFP: 25 May 2022
- B. Question Submittal Deadline: 1700CST, Friday, 17 June 2022
- C. Deadline for Proposal: 1700CST, Friday, 24 June 2022
- D. Award Notifications: 27 June 2022
- E. Contract Negotiations: 27 June – 01 July 2022
- F. Anticipated Contract Begin Date: 05 July 2022
- G. Contract End Date: 31 August 2023

VI. GENERAL INFORMATION

- 6.1 The Center is wholly committed to equal opportunity for all potential respondents and does not discriminate, limit, segregate, or classify any individual or vendor with respect to respondents' compensation, terms, conditions, or award of contract because of race, color, religion, gender, national origin, age, disability, political affiliation, sexuality, or other classifier defined by Local, State, and Federal law.
- 6.2 The Center reserves the right to modify the general description and scope of services contained in the RFP by notifying potential contractors in writing of any modifications.
- 6.3 If any of the provisions in the RFP conflict with applicable laws, rules, regulations, and/or other codes of professional ethics, the latter shall prevail over the provisions of the RFP.
- 6.4 The Center shall not reimburse potential contractors for any expenses incurred preparing proposals in response to this request.
- 6.5 Any information that the respondent deems to be proprietary or otherwise confidential in the text of the proposal should be marked with red brackets or otherwise clearly designated as such. However, respondents are advised that the Center may disclose such proprietary information to appropriate parties if required to do so by applicable Texas open meetings and public record statutes.
- 6.6 All questions & communications concerning the RFP and award process must be made in writing to the Contracts Specialists only at the following address, and before the "Question Submittal Deadline".
 - 6.6.1 For electronic mail, use the following address.
contractscoordinator@dentonmhr.org
 - 6.6.2 ***NOTE:*** Subject line of email must read, "Request For Response For RFP #140 Retirement Services".
 - 6.6.3 ***NOTE:*** It is the Centers intent to respond to all appropriate questions or concerns received before the deadline; **however, the Center reserves the right to decline to respond to any question or concern.**
- 6.7 The Center will collect all questions & communications and publish a responses document, at minimum, once a week until the "Question Submittal Deadline". Upon publishing, document will be sent to all known providers who have inquired about RFP and will be made public.

VII. REQUIRED CONTENT AND FORMAT OF PROPOSALS

- 7.1 **Note:** All requirements may not be included in this section. The respondent is cautioned to read the RFP in its entirety to determine all requirements. The Center reserves the right to reject a proposal that does not contain all information required by this RFP.
- 7.2 **Note:** Each page of proposal must contain the name of the proposing entity.
- 7.3 **Cover Page:** Must contain all information below.
 - 7.3.1
 - RFP Subject – **RFP #140 Retirement Services**
 - Business Name
 - Type of Business
 - Respondents Name & Title
 - Address
 - Telephone Number
 - Date of Proposal Submission
 - 7.3.2 ***NOTE:*** If the contact person responsible for answering technical and contractual questions in respect to this proposal is different than the respondent, then include this individual's name, title, telephone number and fax number.

VII. REQUIRED CONTENT AND FORMAT OF PROPOSALS (cont'd)

- 7.4 **Letter:** Briefly address understanding of work requested, commitment to do work requested, and statement explaining reasons respondent believes it is best qualified.
- 7.5 **Detailed Proposal:** The detailed proposal must address respondent's ability to provide the equipment and services specified in or otherwise required to comply with RFP specifications.
- 7.5.1 **NOTE:** *Proposals must address every specification contained in the RFP Section Description of Requested Services and answer all questions.*
- 7.6 **Bid Summary Sheet:** Complete the attached Bid Summary Sheet to include the Total Bid Price for the provision of services.
- 7.6.1 **NOTE:** *All of respondent's costs associated with the provision of equipment and services must be included in the Total Bid Price.*
- 7.7 **Signature Page:** The proposal must be signed by a person or officer who is authorized to submit such proposal on behalf of the responding entity.
- 7.8 **Balance Sheet:** Respondent's submitted proposal must include evidence of financial solvency by way of a current Balance Sheet for the respondent's business entity.
- 7.9 **Documentation Compliance:** Respondent must submit evidence of eligibility as outlined in **Section X. Eligibility Requirements.**
- 7.9.1 **NOTE:** *Insurance must be in the form of a Certificate of Insurance or Letter from respondents' insurance provider. Policies not accompanied by this information will not be accepted.*

VIII. RULES & PROCEDURES ON SUBMISSION OF PROPOSALS

- 8.1 All requirements set forth in this RFP must be addressed in full for the proposal to be considered.
- 8.2 Unless otherwise specified, neither telegraphic, facsimile, nor telephone proposals will be accepted. Proposals may be mailed via US mail service, hand delivered by a respondent's representative, or paid courier to the Front Lobby Receptionist, or sent via electronic mail. Required delivery addresses are listed in 8.7.
- 8.3 All proposals sent by mail to the address in 8.7.1 must be submitted in a sealed envelope clearly marked on the outside **"Sealed Proposal for Retirement Services - DO NOT OPEN."**
- 8.4 All proposals sent by electronic mail (Email) to the address in 8.7.2 must state in the subject line **"Sealed Proposal for Retirement Services - DO NOT OPEN."**
- 8.5 All proposals become the property of the Center and will not be returned to the respondent.
- 8.6 Any changes to a proposal must be made by the respondent in writing and must be received by the Center prior to the original due date and time of the proposal.
- 8.7 To be considered, proposals must be received by the Center by 1700 CST on the 6th of May 2022.
- 8.7.1 For US mail services or hand deliveries, use the following address.
Denton County MHMR Center
PO Box 2346
Denton, Texas 76202
Attention: Contracts Coordinator

VIII. RULES & PROCEDURES ON SUBMISSION OF PROPOSALS (cont'd)

- 8.7.2 For electronic mail, use the following address.
contracts submission@dentonmhmr.org
- 8.7.3 **NOTE:** *The Center will determine official time of receipt of proposal for mail with a date and time stamp initialed by receiving agent or representative; for email using the time/date receipt of the proposal shown by the Center's email server. Upon request, notification shall be sent to the respondent which indicates the time and date proposal was received.*
- 8.7.4 **NOTE:** *No proposal will be accepted after the stated deadline.*
- 8.7.5 **NOTE:** *The Center will not be responsible for any proposal that is lost in the mail or not delivered to the Center by the stated deadline for any reason.*
- 8.8 Unless otherwise specified by the Center, all proposals shall be considered effective for ninety (90) days from the date of receipt by the Center.
- 8.9 A proposal may only be withdrawn prior to the deadline and only by sending a written request.

IX. SCORING & EVALUATION

- 9.1 Proposals will be opened in a manner that impedes disclosure of the contents to competing bidders and their contents will be kept confidential during the process of negotiation.
- 9.1.1 **NOTE:** *Except for information that qualifies as confidential information under the Texas Open Records Act, all proposals will be available for public inspection after the awarded contract has been signed. Should any conflict arise between respondent confidentiality requirements and those of the Act, the Act shall govern.*
- 9.2 Contracts are awarded based on "best value" considerations.
- 9.2.1 **NOTE:** *Best Value includes all aspects and areas of service, delivery, & cost. Best Value is not necessarily based on lowest bidder.*
- 9.3 The Center reserves the right to waive proposal irregularities and exceptions, and to enter into a contract or other agreement pursuant to this RFP; which, based upon costs and other considerations, maximizes the Center's service delivery functions.
- 9.4 All proposals received by the RFP submission deadline will be evaluated and scored by an RFP committee according to criteria cited, and each aspect of service delivery as presented by the respondent.
- 9.5 If the Center elects to conduct interviews, proposers may be interviewed and re-scored based upon the same criteria, or other criteria to be determined by the selection committee.
- 9.6 The Center may also request additional information from the proposer at any time prior to final approval of a selected proposal.
- 9.7 The Center may consider information related to past contract performance of a proposer including, but not limited to, the Texas Comptroller of Public Accounts Vendor Performance Tracking System.
- 9.8 The Center may validate any information in a proposal by using outside sources or materials.
- 9.9 Proposals that best meet RFP requirements and scoring criteria may be invited to interview with the RFP committee for further evaluation.

IX. SCORING & EVALUATION (cont'd)

- 9.10 The proposing entity who will be awarded the contract will be contacted either by phone or US mail, or both.
- 9.11 Each respondent who is not selected will be given such written notice within thirty (30) days of the evaluation process.
- 9.12 ***NOTE: The Center reserves the right to reject all proposals.***

X. PREREQUISITES FOR ELIGIBILITY

- 10.1 The following eligibility requirements must be met by the proposing entity to be considered as a potential provider of the products or services requested through this RFP. Copies of all necessary evidence to affirm eligibility must be included with proposal response.
- 10.2 All professional and educational qualifications (e.g., licensures, permits, certifications, etc.) as required by the State of Texas and/or other applicable licensing agencies, for licensing of all employees and subcontractors of respondent's entity who will render the proposed services.
- 10.3 Certificates of insurances to include:
- 10.3.1 *General Liability: Not less than One Million Dollars (\$1,000,000)*
 - 10.3.2 *Employers' Liability: Not less than Five Hundred Thousand Dollars (\$500,000)*
 - 10.3.3 *Automobile Liability: Not less than One Million Dollars (\$1,000,000)*
 - 10.3.4 ***NOTE: All such insurance shall be secured and maintained with an insurance company, or companies, satisfactory to the Center and shall name the Center as an additional insured.***
- 10.4 W-9 Request for Taxpayer Identification Number and Certification.
- 10.5 Capacity to deliver requested services in a professional and timely manner.
- 10.6 The respondent shall have no conflict of interest and meets the standards of conduct requirements pursuant to 25 T.A.C. § 1(412)(B)(412.54)(c).
- 10.7 The respondent is not currently held in abeyance or barred from the award of a Federal or State contract.
- 10.8 The respondent is not delinquent in a tax owed the State under Chapter 171, Tax Code, pursuant tot the Texas Business Corporation Act, Texas Civil Statues, Article 2.45.

XI. GENERAL REQUIREMENTS

- 11.1 If selected as contractor, respondent agrees to provide services in accordance with all current and future Federal, State, & Center laws, rules, regulations, & procedures.
- 11.1.1 Including but not limited to:
 - Title VI of the Civil Rights Act of 1964
 - Americans with Disabilities Act of 1990
 - Age Discrimination in Employment Act of 1967
 - Respondent/Contractor's Quality Assurance Plan
 - Medical Staff Rules and Regulation
 - Medical Staff Bylaws

XI. GENERAL REQUIREMENTS (cont'd)

- 11.2 Respondent agrees to obtain and maintain, at its own expense, and prior to the commencement of services, such permits and/or licenses that are required by local or state laws and regulations.
- 11.3 All work and materials pursuant to this RFP must be performed in a professional manner consistent with or exceeding the industry's usual and customary standards of quality.
 - 11.3.1 **NOTE:** *Standards shall apply to Dress, Language, Behavior, etc., of respondents' jobsite personnel.*
- 11.4 Respondent agrees to perform services with decorum and in a manner designed to assist the Center in the efficient management of its resources.
- 11.5 Respondent agrees to interact with Center staff in a cooperative manner.
- 11.6 The Center reserves the right to inspect the progress and quality of the respondent's facilities where contracted services are provided, and associated performance standards to identify any defects in performance.
 - 11.6.1 **NOTE:** *Such defects, when brought to the attention of respondent, shall be cured by respondent to the Center's satisfaction at the Respondent's expense.*
- 11.7 The respondent agrees that any individual or group selected to provide designated services, including all its employees, is subject to approval by the Center.
- 11.8 The Respondent agrees that they will hold Center harmless from any claim or liability arising from neglectful, or other acts, of selected individuals the respondent delegates or assigns service provisions under contract.

XII. DESCRIPTION OF REQUESTED SERVICES

12.1 Plan Offerings Required.

- 12.1.1 Ability to provide service to ~400 employees
- 12.1.2 401(a) Plan
- 12.1.3 457 Plan

12.2 Fiduciary Questions

- 12.2.1 Do you receive any 12b-1 or other compensation from any mutual funds that are or will be contained in our plan and, if so, is it used to reduce our costs?
- 12.2.2 Does your firm, its employees, and/or any affiliated or related entity derive any economic benefit from any investment entities, intermediaries or service providers that are or will be involved in our plan?
- 12.2.3 What is your privacy policy with regard to sharing client or account information with a third party?
- 12.2.4 Is your administrative staff "certified" by any organization and if so, what credentials do they have?

12.3 Investment Questions

- 12.3.1 What is the maximum number of investment funds options our plan can have? Are there any inherent limitations about this number or the kind of options we can have?
- 12.3.2 What information will we receive about investment options? Provide copies of all reports that are available.
- 12.3.3 Is it possible to invest in mutual funds not managed by your company?
- 12.3.4 Discuss your company's ability to provide quality investment vehicles and a well-diversified portfolio. List investment options available.

12.4 Service Questions

- 12.4.1 Describe how you will assist us to enroll new participants.
- 12.4.2 Can you support automatic annual increases in a participants contribution rates
- 12.4.3 As part of your recordkeeping services, do you prepare and file all required government filings needed to maintain the plan's qualified status
- 12.4.4 Is there a minimum length of time we must stay with your company for plan administration?
- 12.4.5 Will your representatives be available on-site for initial enrollment meetings and ongoing meetings at all employer locations? If so, how often can these meetings be provided?

XIII. CONTRACT TERM

- 13.1 The expected term of any contract executed as a result of this **RFP #140 for Retirement Services** shall begin at the time the contract has been signed by both parties and end on August 31, 2023.

XIV. PAYMENTS TO PROVIDER

- 14.1 The Center will pay for specified services as written and documented in a contract agreement between the Center and the respondent awarded a contract.
- 14.2 All services and products rendered under contract to the Center must be preauthorized in writing by the Center, or Center will not assume responsibility in the payment or collection of such services.
- 14.3 A contracted provider must invoice the Center only one time per calendar month and each invoice must be accompanied by supporting documentation as required by the Center.
- 14.4 The Center reserves the right to withhold any payments to contractor until services are completed to the satisfaction of the Center.

APPENDIX

A. Formal Written Protest

- A.1 Respondents who allege that the Center has failed to follow applicable statutes and rules in the procurement process may file a formal written protest.
- A.2 A protest is limited to the following matters. 25 T.A.C. § 1(412)(B)(412.56)(c)
- a) Alleged conflict of interests;
 - b) Alleged failure of the Center to comply with statute or rule; and
 - c) Alleged failure of the local authority to comply with its procurement procedures
- A.3 A written protest must be received by the Center within ten (10) days of receipt of written notification, to protestor from the Center, of the pending award to another Respondent. **Any protest received after this point will not be considered.**
- A.3.1 **NOTE:** *The Center will determine official time of receipt of notification of award; for email using the time/date receipt of the notification of award shown by the Center's email server. Upon request, notification shall be sent to the respondent which indicates the time and date notification of award was sent.*
- A.4 A formal protest must contain:
- a) A specific identification of the statutory or regulatory provision or procurement procedure that the protested action is alleged to have violated;
 - b) A specific description of each act alleged to have violated the statutory, regulatory or procurement provisions(s);
 - c) A precise statement of the relevant facts necessary for the Center to evaluate the validity of the protest.
 - d) An identification of the issues to be resolved.
 - e) The protestor's arguments in favor of setting aside the award; and
 - f) Any relevant supporting documentation.
- A.5 The protest must be sent as one document containing all the information which supports and explains the protest.
- A.6 The protest must be emailed only to **Pam Gutierrez, Executive Director of Denton County MHMR Center** at the address below.
- A.6.1 *pam@dentonmhmr.org*
- A.6.2 *All proposals sent by electronic mail (Email) to the address in A.6.1 must state in the subject line "PROTEST for RFP# 140 Retirement Services."*
- A.6.3 **NOTE:** *The Center will determine official time of receipt of protest; for email using the time/date receipt of the proposal shown by the Center's email server. Upon request, notification shall be sent to the respondent which indicates the time and date protest was received.*
- A.6.4 **NOTE:** *No protest will be accepted after the stated deadline.*
- A.6.5 **NOTE:** *The Center will not be responsible for any protest that is lost in the mail or not delivered to the Center by the stated deadline for any reason.*