



Emergence Health Network

El Paso Center for Mental Health/Intellectual Disabilities

201 E. Main Ave.
El Paso, TX 79901
(915) 887-3410
Fax: (915) 351-4703

Notice to Interested Parties

Sealed Proposals will be received at Emergence Health Network, 9609 Carnegie Ave., El Paso, Texas 79925 **before 3:00 p.m., June 13, 2016.**

**Proposals must be in a sealed envelope and marked:
"External Audit and Tax Services RFP #16-007 due June 13, 2016"**

External Audit Services RFP #16-007

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@ehnel Paso.org before **May 31, 2016 at 12:00 p.m. solicitation number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

Any changes in the specifications will be posted on the EHN website as an addendum. **It shall be the proposer's responsibility to check the website prior to the due date/opening to verify whether any addendums have been posted. Website: www.emergencehealthnetwork.org;** Proposals and more.

In order to remain active on the Emergence Health Network Vendor list, each vendor receiving this proposal must respond in some form. Vendors submitting proposals must meet or exceed all requirements herein. Vendors not responding to the request must submit their reason in writing to the Emergence Health Network.

EHN SIGNATURE PAGE

Description – External Audit Services RFP #16-007 Vendor must meet specifications
Please submit one (1) original copy and five (5) copies of your original bid.

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this proposal, I hereby represent and warrant to Emergence Health Network that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

*****THIS MUST BE THE FIRST PAGE ON ALL PROPOSALS*****

External Audit and Tax Services

RFP #16-007



Emergence Health Network
El Paso Center for Mental Health/Intellectual Disabilities

Due Date:
Tuesday, June 13, 2016

RFP #16-007
External Audit and Tax Services
DUE DATE: June 13, 2016

Emergence Health Network (EHN) is seeking to award to one company to provide external audit and tax services to EHN. Award will be awarded for entire proposal.

Interested Proposers must initial each bullet item in agreement of the specifications. Please attach to proposal response.

- All items must be the same as specified
- Vendor must supply a sample on items noted and/or if requested by the end user/dept.
- Must have product available upon award
- Vendor must honor price for six months
- No substitutions will be accepted
- No minimum orders will be allowed. All items will be ordered as needed.
- No delivery fees may be added
- All purchases must be F.O.B Destination

*******THIS PAGE MUST BE SUBMITTED WITH REP RESPONSE*******

SPECIFIC PROPOSAL REQUIREMENTS

External Audit and Tax Services for El Paso MHMR d/b/a Emergence Health Network RFP 16-007

El Paso MHMR d/b/a/ Emergence Health Network (the Center) is requesting proposals from public accounting firms (Proposals”) to perform the Center’s annual audit for its Fiscal Year 2016 (the Annual Audit) with an option on the Center’s part to renew the contract of any successful Proposer(s) for up to four additional one-year terms through fiscal year 2020. The proposal also should include the Federal 1120 tax preparation for Sun City Behavioral Health Care and the Texas Franchise Tax for Sun City. Proposals may address any or all of the audit services described above.

I. BACKGROUND INFORMATION

Auditing requirements for the Center are contained in the Guidelines for Annual Financial and Compliance Audits of Community MHMR Centers.

The Center is a public entity which was established under the Texas Mental Health and Mental Retardation Act of 1965 and organized under Chapter 534, Title 7 of the Texas Health and Safety Code. This act provided for the creation of local boards of trustees. The Center’s current board of trustees was appointed by the Commissioner’s Court of El Paso County, Texas and the El Paso County Hospital District by means of an interlocal agreement to develop and implement community-based mental health and intellectual developmental disability services. The Center is governed by an independent board which has the authority to make decisions; , appoint the executive director/chief executive officer, significantly influence operations; , and has the primary accountability for fiscal matters. The Center is not included in any other governmental “reporting entity” as defined by Section 2100, codification of Governmental Accounting and Financial Reporting Standards.

In evaluating how to define the Center, for financial reporting purposes, management considers all component units. The decision to include a potential component unit in the reporting entity is made by applying the criteria set forth in GASB Statements No. 14 and 39. Based on these criteria, the Center has determined that the following entities are component units of the Center.

Sunnyside Apartments, Inc.

Sunnyside Apartments, Inc. , a Texas non-profit corporation, was organized in 1979 to purchase and maintain real estate. Sunnyside Apartments, Inc. operates a multi-family property known as Sunnyside Apartments which provides residential living programs for the mentally ill. The Center’s Board of Trustees appoints the board of trustees for Sunnyside Apartments, Inc. and also has the ability to remove any trustees at will. As a result, the Center is financially accountable for Sunnyside Apartments, Inc.

Sun City Behavioral Health Care

Sun City Behavioral Health Care (Sun City) was organized as a non-profit corporation in 1999 under the provisions of the Texas Non-Profit Corporation Act. Sun City was organized to: 1) carry out scientific research projects in the public interest in the fields of medical science, medical economics, public health, sociology, and related areas; 2) improve and develop the abilities of individuals and institutions studying, teaching, and practicing medicine; 3) provide delivery of health care to the public, and 4) promote other activities useful in the accomplishment of the foregoing. Sun City was

organized with the Center as the sole member. Accordingly, the Center Board of Trustees is responsible for appointing the entire board of directors for Sun City. Since the Center is responsible for the governance of Sun City the financial information for Sun City is included in the Center's basic financial statements as a blended component unit in an enterprise fund.

Copies of the Center's financial and compliance audits with notes to the Financial Statements are available upon request.

A. Purpose of the Audit

Annual Audit

One purpose of this RFP is to obtain the services of a public accounting firm for the annual financial and compliance audit for FY16. The organization-wide Annual Audit will encompass the general purpose financial statements, combining statements and other schedules for the Center for the fiscal year ending August 31, 2016. The Annual Audit is to be performed in accordance with generally accepted auditing standards, Government Auditing Standards, the Uniform Grant and Contract Management Standards, the Single Audit Act of 1996, OMB Circular A-133, the *Guidelines for Annual Financial and Compliance Audits of Community MHMR Centers*, and the *State of Texas Single Audit Circular*.

The financial statement audit component of the Annual 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 component of the Annual Audit will also include determining whether (1) financial reports and related items are fairly presented, and (2) financial information is presented in accordance with the established or stated criteria.

As a part of the audit of the general purpose financial statements, the Annual Audit will 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 to the Board of Trustees and the management of the Center.

As a part of the audit of the general purpose financial statements component of the Annual Audit, 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 which are required to be reported under Governmental Auditing Standards will be reported to the Board of Trustees and the management of the Center.

The compliance audit component of the Annual 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 the OMB Circular A-133 and the Texas Administrative Code ("TAC")) 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 Board of Trustees and the management of the Center.

B. Independent Auditor

The Annual Audit shall each be performed by a Certified Public Accountant (CPA) licensed by the Texas State Board of Public Accountancy. The CPA shall meet all of the general standards concerning qualifications, independence, due professional care, and quality control as required by GAAS and the Government Auditing Standards. Each Proposer must demonstrate the capability to perform each audit included with its Proposal in accordance with generally accepted government auditing standards. Public accounting firms that have performed annual audits for similar entities are encouraged to file a proposal.

C. Term of Audit Engagement

The contract(s) for audit services based upon the Board of Trustees approval of the Proposal(s) will be for the fiscal year ending August 31, 2016. The Center may elect to extend any such contract for up to five additional one year terms through fiscal year ending August 31, 2020, following satisfactory delivery of the services specified in the Proposal(s) and the engagement letters. Any contract(s) can be terminated for cause.

D. Right to Reject Proposals

The Center expressly reserves the right to reject any and all Proposals submitted. The Center further reserves the right to negotiate with the Proposers determined to have a reasonable chance to being selected. All such Proposers shall be afforded fair and equal treatment with respect to such negotiations. Proposals that address only part of the requirements contained in this RFP may not be considered. The Center may also choose to cancel the RFP solicitation for reasons allowed by applicable regulations. Further, the Center may choose to extend the deadline for submission and will inform proposers of same.

The Center reserves the right to retain all performance by any successful Proposer, and to recover all consideration paid to that Proposer pursuant to the contract, thus permitting forfeiture of the contract, in the event that:

- The Proposer was doing business at the time of submitting the Proposal or had done business during the 365-day period immediately prior to the date on which the Proposal was due with an undisclosed key person, or
- The Proposer does business with a key person after the date on which the Proposal is due and prior to full performance of the contract and fails to disclose the name of any such key person in writing to the Center within ten (10) days after commencing business with such key person.

II. TECHNICAL PROPOSAL CONTENT

NOTE: There should be no dollar units or total costs included in the technical proposal document.

A. Cover Letter

See conditions and procedures for submission of Proposal in Section IV of this RFP.

B. Technical Component

To describe clearly the public accounting firm's understanding of the work to be done, the Proposer will (as applicable to the particular audit services that are included within the Proposal):

1. Provide a definition of the term "generally accepted government auditing standards" with clear distinctions between these standards and generally accepted auditing standards for non-governmental engagements;
2. Explain the Proposer's approach to performing an annual financial and compliance audit, including the methodology, nature, and extent of audit procedures to be performed;
3. Describe how the approach to performing the audit would be affected if this were a multiyear contract; and
4. Make 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 any of the Center's Board of Trustees members.

C. Management Component

The Proposer will furnish satisfactory evidence of capability to provide, in a professional and timely manner, the services stated in its Proposal. To meet this requirement, the Proposer must:

Performance Standards and Compliance Criteria

1. Provide the name of the external quality control review organization of which the Proposer is a member and the Proposer's length of membership. Also, state the review organization's planned frequency of peer reviews;
2. State whether the Proposer has received a peer review and whether, in the most recent review, an unqualified report was issued (a copy of the peer review report must be provided to the Center);
3. State whether the Proposer is a national, regional, or local public accounting firm and whether it has a branch office within El Paso;
4. Provide evidence that the Proposer has experience in performing Community Mental Health/Intellectual Developmental Disability Centers governmental audits. List current and past clients along with names and telephone numbers of contact persons and the numbers of years audit services were provided;
5. State whether the Proposer is currently under the terms of a public or private reprimand by the Texas State Board of Public Accountancy and/or licensing boards of other states;
6. Describe the proposed audit team, in terms of job position with Proposer, and whether they are assigned to an office in El Paso;
7. List names of staff member(s) who will direct the overall audit throughout the duration of the engagement as well as those staff members who will be responsible for planning,

directing, and conducting substantial portions of the fieldwork or reporting on each audit contained in the Proposal. Include the educational backgrounds of all staff members named and professional licenses held as well as their longevity in years with Proposer and the total number of years of auditing experience;

8. Describe the continuing professional education in governmental accounting and auditing received by the proposed audit team during the last two years;
9. Provide the names and qualifications of any needed outside specialists and consultants that will assist the Proposer's staff members;
10. Describe the level of assistance that will be expected from the Center accounting personnel; and
11. Provide evidence of the ability to comply with the requirements in Sections II and V of this Request for Proposal.

The Proposer shall furnish satisfactory evidence of independence, including direct and indirect financial interest, and the relationship of the proposed audit team to employees of the Center and any of the Center's Board of Trustees members. To meet this requirement the Proposer must:

Affirmations, Disclosures and Representations:

1. Affirm that no employee of the Center or the Texas Departments of State Health Services and Aging and Disability Services, and no member of the Center's Board will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the Proposer is unable to make the affirmation, then the Proposer must disclose any knowledge of such interests;
2. Disclose whether any of Proposer's directors or personnel has either been an employee or an officer of the Center within the past two (2) years preceding the date of submission of the proposal. This requirement applies to all personnel, whether or not identified as key personnel. If such employment has existed, or a term of office served, the Proposal shall state the nature and time of the affiliations as defined. If no such affiliation exists, the Proposer shall so state in the Proposal.
3. Affirm that it is currently not held in abeyance from or barred from award of a federal or state contract;
4. Identify any officer or employee of the Center who has a financial interest in Proposer or who is related within the second degree of 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. Moreover, the Proposer shall state whether any of its directors or personnel knowingly has had a personal relationship with employees or officers of the Center within the past two (2) years. If there is no conflict of interest as defined, the Proposer shall so state in the Proposal;

5. Fully and accurately disclose the identity of any employee, officer or other person directly or indirectly involved in the delivery of services who has been convicted of a criminal offense related to any state or federally funded program;
6. Affirm that no former employee or officer of the Texas Health and Human Services Commission or the Center directly or indirectly aided or attempted to aid in procurement of the Proposer's service;
7. Give the Center a franchise tax certification and provide the payments are current;
8. Provide certification of HUB, MBE and/or WBE in the event Proposer wishes to be considered as such; and
9. Affirm that the Proposer and each of the individuals working on the particular audit services are independent in fact and appearance as defined in the applicable *Government Auditing Standards* and AICPA Code of Professional Conduct.

The Affirmations, Disclosures, and Representations Form in Attachment A must be completed. If the Proposer is unable or unwilling to make the above affirmations, then the Proposer must so state. In such a case, the Proposer must disclose any knowledge of such existing interests. See Attachment B for Key Person List.

D. Task/Activity Plan

The Proposer will provide specific time lines and sequent for audit procedures, and names of staff to be assigned.

E. Engagement Letter

The Proposer will provide a complete audit engagement letter for the FY16 audit.

III. SEALED DOLLAR COST BID CONTENT

A. Total All-Inclusive Maximum Price

The sealed dollar cost bid should contain all pricing information relative to performing each audit engagement as described in this Request for Proposal that is included in the Proposal. The Center will not be responsible for expenses incurred in preparing or submitting the technical Proposal or the sealed dollar cost bid. Such costs should not be included in this Proposal.

The sealed dollar cost bid should include the following information:

- Name of Proposer,
- Certification that the person signing the proposal is entitled to represent the Proposer, empowered to submit the bid and authorized to sign a contract with the Center.
- A total all-inclusive maximum price for each component of the audit services described in this RFP that is included in the Proposal. This all-inclusive price for the Annual Audit

should include a breakdown of the pricing required to complete the audits of the Center and its component units, Sunnyside Apartments, Inc. and Sun City Behavioral Health Care. Also, for each component of the audit services described in this Request for Proposal that is included in the Proposal, state estimated fees for the subsequent five years, under current existing conditions, if the Center were to request an extension of the contract.

- The price should include the Federal 1120 and Texas Franchise tax returns for Sun City Behavior Health.

B. Manner of Payment

- Payments will be made in accordance with the contract or engagement letter.

IV. CONDITIONS AND PROCEDURES FOR SUBMISSION OF PROPOSAL

Proposals and any related materials submitted in response to this RFP become the property of the Center and will not be returned. Any information submitted by Proposers that is considered confidential should be so marked on the pages where that information is contained. However, the Center is subject to the Texas Open Records Act and cannot guarantee that it will not be compelled to disclose some or all of the information contained in the Proposals.

All Proposals in response to this request must meet the following conditions to be considered:

A. Requirements for Response

1. Proposals must include a cover letter clearly stating the name of the Proposer and the name, address, and telephone number of the Proposer's representative;
2. Proposals should conform to the specifications and intent of all instructions and requirements in the RFP. Proposals must address each of the technical proposal components as stated in Section II of this RFP;
3. Proposals must be submitted with the Affirmations, Disclosures and Representations form completed (see Attachment B);
4. Proposals should be written in a language making performance of the work described in the proposal mandatory (e.g. Independent Audit Firm shall...) and therefore suitable for use as an attachment to any resulting contract to legally bind the Proposer to performance of the specific work proposed;
5. Proposals should contain the statement: Proposer Firm "will ensure that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation in, be denied benefits of, or be subject to discrimination under any of the policies of the Texas Health and Human Services Commission or the policies of the Center or its Board of Trustees";
6. Proposal should also contain the following statement: "The offer tendered by this Proposals will remain in force and effect until, and may be accepted by the Center at any time prior to, June 13, 2016;

B. Submission Deadline

1. Submit one (1) original and five (5) copies of each of the technical proposal and sealed dollar cost bid. The technical proposals are to be bound and sealed in a separate envelope from the sealed dollar cost bids. Each envelope must be clearly marked as “Technical Proposal” or “Sealed Dollar Cost Bid”. The outside of the package should be clearly marked “RFP – External Audit Services”;
2. **All completed sealed Proposals must be received by Ms. Diana Billingsley, Director of Budgeting and Purchasing, no later than 3:00 pm on June 13, 2016 to be considered. All Proposals must be hand-delivered by either special courier or by any other agent or representative designated by the person or entity submitting the Proposal (Proposer) including, without limitation, the United States Postal Service. Proposals sent via facsimile (or via any other method other than hand delivery as described above) will not be accepted. Proposals received after the Proposal Submission Deadline will be returned unopened.**

Hand-Delivered (Non-Mailed) Proposals Must be Delivered to:

Ms. Diana Billingsley
Director of Budgeting and Purchasing
Emergence Health Network
9609 Carnegie
El Paso, Texas 79925

A receipt will be provided upon request for hand-delivered proposals reflecting the time and date received by the Center.

Proposals Submitted by Mail Must Be Addressed to:

Ms. Diana Billingsley
Director of Budgeting and Purchasing
Emergence Health Network
9609 Carnegie
El Paso, Texas 79925

The receipt date will be based upon arrival date and time.

C. Amendments/Withdrawals of Proposals

1. Corrections, deletions and/or additions to Proposals may be made prior to the closing date for solicitations. No oral, telephone, fax, e-mail or other electronically transmitted corrections, deletions and/or additions will be accepted. Proposer must submit substitute pages in the appropriate number of copies with a letter documenting the changes and the specific pages for substitutions. Signatures on the form or letter must be original and must be of equal authority as the signature on the Proposal. Withdrawals of Proposals must be submitted by letter prior to the closing date. Again, the signature on the letter must be original and must be of equal authority as the signature on the Proposal.

2. Proposer shall furnish such additional information that the Center may reasonably require;
3. The Center will not be liable for any cost incurred in the preparation of Proposals;
4. The Center reserves the right to issue addenda prior to the closing date for submission of the Proposals, in which case, all Proposers will be issued the addenda and provided an opportunity to respond. Upon issuance, all addenda become an inseparable part of the RFP, which must be met for Proposals to be considered.

D. Assistance to Proposers

Questions regarding the Request for Proposals may be addressed to Diana Billingsley, Director of Budgeting and Purchasing by e-mail at Diana.Billingsley@ehnel Paso.org, by Tuesday, May 31, 2016.

E. Oral Interview

The Center may ask Proposers to send a representative for an oral interview prior to the Board of Trustees approval of a Proposal. The Center will not be liable for costs incurred by the Proposer in connection with such interview.

F. Overall Timeline

RFP POSTED	5/20/2016
Q&A DUE	5/31/2016
RFP SUBMISSIONS DUE	6/13/2016 by 3pm MST
BOARD MTG - AWARD RECOMMENDATION	7/28/2016
ENG LTR TO STATE	8/1/2016

V. STATEMENT OF AUDIT ENGAGEMENT REQUIREMENTS

- A. **Successful Proposer(s)** will complete and deliver the engagement letter for the Annual Audit to the Center no later than July 15 of each subsequent year in order to comply with the August 1st Texas Health and Human Services Commission requirement.
- B. The Successful Proposer will provide eighty-five (85) copies of the Annual Audit report (including, without limitation, the written audit report, single audit report and management letter). Each report must meet the applicable requirements of *Guidelines for Annual Financial and Compliance Audits of Community Mental Health Mental Retardation Centers*. The successful Proposer will also provide electronic copies of the audit and audit schedules. In the event the Center makes other arrangements for printing copies of the reports, the successful Proposer will provide the Center (1) camera-ready copy of the final reports.

- C. On or before November 30, of each year, the preliminary draft of the Annual Audit reports will be presented to the Center prior to submission of the final draft.
- D. Satisfactory delivery of the services specified in the RFP and the engagement letter with respect to the Annual Audit shall be accomplished no later than the January 2017 meeting of the Center's Board of Trustees in order to comply with the February 1st Texas Health and Human Services Commission reporting requirements. The Center's Board of Trustees generally meets on the fourth Thursday of each month.
- E. Successful Proposer will be required to present the Annual Audit reports at the January 2017 meeting of the Center's Board of Trustees.
- F. Successful Proposer(s) shall issue a management letter, which may simply conclude the audit if no other matters require mentioning. If the successful Proposer has noted deficiencies in the financial operation of the Center that are not included in the reports on internal controls, they should be included in the management letter. The Annual Audit management letter shall be submitted to the Texas Health and Human Services Commission by February 1.
- G. Copies of selected audit working papers will be provided as requested by the Center and as provided for in the engagement letter. Successful Proposer(s) will make its working papers available for review by the Center's coordinating agency.
- H. Payments will be made in accordance with the contract or engagement letter.

VI. BOARD OF TRUSTEES APPROVAL AND AWARD OF CONTRACT

Successful Proposer(s) will be selected on or before July 28, 2016, barring a decision by the Board of Trustees to reject all Proposals submitted, or any postponement of the Board's consideration of the Proposals.

Selection of the Successful Proposers will be based upon: demonstrated competence, knowledge and qualifications, and reasonableness of the proposed fee for services.

When other considerations are equal, preference may also be given to historically underutilized businesses (HUB), minority business enterprises (MBE), or women business enterprises (WBE).

A contract will be awarded to the Proposer(s) whose Proposal(s) best meets the needs of the Center.

ATTACHMENT A

AFFIRMATIONS, DISCLOSURES AND REPRESENTATIONS FORM

I (We) affirm that no employee of the Center of the Texas Health and Human Services Commission and no member of the Center's Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed contract. (If unable to make this affirmation, please disclose any knowledge of such interests in the space provided below).

Principal of Proposer

The Proposer shall disclose whether any of its directors or personnel has either been an employee or an officer of the Center within the past 365 days preceding the date of submission of the proposal. This requirement applies to all personnel, whether or not identified as key personnel. If such employment has existed, or a term of office served, the Proposal shall state the nature and time of the affiliations as defined.

No such affiliation exists _____

Principal of Proposer

If such affiliation exists, please explain below:

I (We) affirm that the Proposer is currently not held in abeyance or barred from award of a federal or state contract.

Principal of Proposer

The Proposer shall identify any officer or employee of the Center who has a financial interest in the Proposer's firm or who is related within the second degree of 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. Moreover, the Proposer shall state whether any of its directors or personnel knowingly has had a personal relationship with employees or officers in the Center within the past 365 days.

There is no conflict of interest _____

Principal of Proposer

If such financial interest exists, please explain below:

Proposer must fully and accurately disclose the identity of any employee, officer, or other person directly or indirectly involved in the delivery of proposed services who has been convicted of a criminal offense related to any state or federally funded program.

I (We) are unaware of any such convictions _____

Principal of Proposer

If such convictions exist, please explain below:

I (We) affirm that no former employee or officer of the Texas Health and Human Services Commission and/or Emergence Health Network directly or indirectly aided or attempted to aid in the procurement of the Proposer's service.

Principal of Proposer

I (We) affirm that the Proposer and each of the individuals who will work on the particular audit services are independent in fact and appearance as defined in the applicable *Government Auditing Standards* and AICPA Code of Professional Conduct.

Principal of Proposer

Before a Proposal may be considered, the Proposer must give the Center franchise tax certification information. For-profit Firms, subject to Texas franchise tax, must provide certification that the payments are current. All others must certify that they are not subject to the franchise tax.

Please check status below:

For-Profit Firm _____

Not-For-Profit Firm _____

The Firm _____ is subject to Texas Franchise Tax.

The Firm _____ is not subject to Texas Franchise Tax.

Principal of Proposer

Firm is _____ is not _____ a HUB/MBE/WBE. In the event that the firm is a HUB/MBE/WBE, certification must be provided.

Principal of Proposer

Date Form Completed

ATTACHMENT B

Key Persons List

Name:

Title:

Business Address:

Business Phone #:

ATTACHMENT C

EVALUATION WORKSHEET

This worksheet is to be used to document the Center's evaluation of the proposers' qualifications. Points within the ranges specified are to be assigned to the below-listed criteria as a means for quantifying the relative strengths and weaknesses of the various proposals. In the event that oral interviews are necessary to break a tie or for making final clarification in the evaluation process, additional points may be awarded. It should be understood that while the total score is a significant factor, the requester of the services reserves the right to consider other factors in making a final selection.

PROFESSIONAL QUALIFICATIONS

The evaluation of professional qualifications of the proposers will be based on the following criteria:

I. Mandatory Criteria

Proposals will not be considered for further evaluation unless there is compliance with all of the following criteria. The proposer:

- A. Must be an independent auditor properly licensed for public practice.
- B. Must meet the independence standards and the continuing education requirements of *Government Auditing Standards*, 1994 Revision, United States General Accounting Office (GAO).
- C. Must not have a record of substandard work.
- D. Must submit a proposal meeting all of the requirements of the Request for Proposal.
- E. Must submit a copy of most recent peer review with a rating of *pass*

II. Technical Criteria

Proposals which have met each of the criteria in Section I above will be evaluated on the following criteria:

- A. Technical experience of the firm:
 - 1. Auditing experience in Community MHMR Centers (0-10)
 - 2. Auditing experience in government entities (0-15)
- B. Characteristics of the staff, including consultants to be assigned to the audit:
 - 1. Size and structure of the firm, including audit staff positions (0-5).

2. Qualifications of supervisory personnel, consultants, and the field audit team (0-25)

- Education, including continuing education courses taken during the past two years
- Years and types of experience

3. General direction and supervision to be exercised over the audit team by the firm's management personnel (0-15)

C. Clear understanding of the work to be performed:

1. Comprehensiveness of the audit work plan (0-10)

2. Realistic time estimates of each major segment of the work plan, and the estimated number of hours for each staff level including consultants assigned (0-10)

Total Technical Points: _____

III. Sealed Cost Points Awarded (0-10)

Total Points:

General Provisions

EMERGENCY HEALTH NETWORK

These General Provisions are considered standard language for all EHN Bid and RFP documents. If any “specific proposal requirements” differ from the General Provisions listed here, the “specific proposal requirements” shall prevail.

1. RFP PACKAGE

- a. The PROPOSAL, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by EHN, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page (s) may disqualify the proposal from being considered by EHN. Any individual signing on behalf of the proposal expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the CEO. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with EHN.
- b. **Proposals/Bids must be received at 9609 Carnegie Ave. BEFORE the hour and date specified. Faxed or e-mailed proposals will not be accepted. Late proposals will not be considered under any circumstances.**
- c. Any proposal sent via express mail or overnight delivery must have the Proposal number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your proposal may be cause for disqualification.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the bidquestions@ehnel Paso.org or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all proposals. The signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. PROPOSER’S RESPONSIBILITY

The proposer must affirmatively demonstrate its responsibility. The proposal must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of 5 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

4. REJECTION OF PROPOSALS

EHN reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible. EHN further reserves the right to reject any proposal due to failure of performance on deliveries as determined in writing by EHN.

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the EHN if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received by EHN no less than seventy-two hours prior to the time set for proposal opening. Vendors are to propose as specified herein or propose an approved equal.

6. SUBSTITUTES

It is not EHN's intent to discriminate against any material of equal merit to those specified however, should the proposer desire to use any substitutions, prior written approval shall be obtained from EHN sufficiently in advance in order that an addendum might be issued.

7. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by EHN. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

EHN reserved the right to offer these alternatives to other proposers.

8. PRICING

Proposals for equipment shall offer services or new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Proposal will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to the EHN, including all freight or shipping charges. In case of error in extension, unit prices shall govern. Proposal subject to unlimited price increases will not be accepted. EHN is tax exempt and no taxes should be included in your proposal.

Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the Proposer, EHN may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to EHN. Prices paid by EHN shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

9. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, EHN qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by EHN is exempt from the taxes imposed under Chapter 151.

10. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of EHN.

11. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposer from being considered by EHN. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to render the proposal and to sign the proposal sheets and contract under the terms and conditions of this Proposal and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is fully executed by both parties.

12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

Proposals shall be awarded to the responsible proposer that submits the best proposal.

Proposals will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in a Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to EHN will be considered firm, unless EHN invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

EHN reserves the right to reject any or all proposals in whole or in part received by reason of this proposal and may discontinue its efforts under this Proposal for any reason or no reason or solely for EHN's convenience at any time prior to actual execution of the contract by EHN. EHN reserves the right to accept or reject all or any part of the proposal, waive minor technicalities, or to award by item or by total proposal. Price should be itemized.

A Proposer whose proposal does not meet the mandatory requirements set forth in this Proposal will be considered noncompliant.

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by EHN, such Proposer will furnish all items and services upon the terms and conditions in this Proposal and contract.

Proposer shall submit to EHN, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Proposal.

13. PUBLIC INFORMATION ACT

The parties agree that EHN is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its proposal. EHN agrees to provide notice to proposer in accordance with the Public Information Act in the event EHN receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

14. RESULTANT CONTRACT

The resultant contract shall become effective upon the execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of proposal(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by EHN to determine whether a proposer is responsible. The term of the resultant contract will begin as stated in the contract executed by the CEO and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

Standard Terms: Contractor acknowledges that EHN is a governmental agency established under the Texas Health and Safety Code. Any resulting contract shall contain or otherwise be modified

such that (1) the laws of the State of Texas apply, with venue proper in El Paso, Texas; (2) no waiver of the Texas Tort Claims Act be applicable; (3) EHN is not required to indemnify contractor, as required under the Constitution of the State of Texas; (4) any interest charged by contractor against EHN not be in excess of that which is allowable under Texas law; (5) that the contract may be terminated without cause and without penalty by either party with thirty (30) days' notice; (6) and any other term as determined by the parties.

15. PROPOSER INVESTIGATION

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by EHN upon which the Proposer will rely. If the Proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Proposer for additional compensation.

16. PROPOSER INVESTIGATION

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by EHN upon which the Proposer will rely. If the Proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Proposer for additional compensation.

17. NO COMMITMENT BY EHN

This Proposal does not commit EHN to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this proposal, or to procure or contract for services or supplies.

18. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Invitation for Bid or Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

19. PROPOSER INVESTIGATION

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by EHN upon which the Proposer will rely. If the Proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Proposer for additional compensation.

20. NO COMMITMENT BY EHN

This Proposal does not commit EHN to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this proposal, or to procure or contract for services or supplies.

21. PROPOSER INVESTIGATION

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by EHN upon which the Proposer will rely. If the Proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Proposer for additional compensation.

22. NO COMMITMENT BY EHN

This Proposal does not commit EHN to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this proposal, or to procure or contract for services or supplies.

23. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Invitation for Bid or Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

24. REJECTION/DISQUALIFICATION OF PROPOSALS

EHN reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by EHN. Proposers may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

- A. Failure to use the proposal form(s) furnished by EHN, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
- C. Failure to properly complete the proposal.
- D. Proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among proposers.

25. PROPOSER INVESTIGATION

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by EHN upon which the Proposer will rely. If the Proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Proposer for additional compensation.

26. NO COMMITMENT BY EHN

This Proposal does not commit EHN to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this proposal, or to procure or contract for services or supplies.

27. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Invitation for Bid or Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

28. REJECTION/DISQUALIFICATION OF PROPOSALS

EHN reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by EHN. Proposers may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

- F. Failure to use the proposal form(s) furnished by EHN, if applicable.
- G. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
- H. Failure to properly complete the proposal.
- I. Proposals that do not meet the mandatory requirements.
- J. Evidence of collusion among proposers.

29. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be posted on EHN Purchasing website. EHN is not bound by any oral representations, clarifications, or changes made in the written specifications by EHN's employees, unless such clarification or change is posted on EHN Purchasing website. It shall be the Proposer's responsibility to check the website prior to the proposal opening date to verify whether any addendums have been posted.

30. PROPOSAL IDEAS AND CONCEPTS

EHN reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any proposal.

31. BID/PROPOSAL DISCLOSURES

Results of proposals for the purchase of goods, materials, general services and construction are considered public information at the time of the proposal opening. All information contained in the proposal response is available for public review.

32. WITHDRAWAL OF PROPOSAL

Proposer may request withdrawal of a sealed bid/proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to EHN in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

33. INDEMNIFICATION

A. The Proposer shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, EHN, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from Proposer's operations under this contract, its use of EHN facilities and/or equipment or from any other breach on the part of the Proposer, its employees, agents or any person(s) in or about EHN's facilities with the expressed or implied consent of EHN. Proposer shall pay any judgment with cost which may be obtained against EHN resulting from Proposer's operations under this contract.

Proposer agrees to indemnify and hold EHN harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Proposer shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Proposer fails to do so, then EHN reserves the right to pay unpaid bills of which EHN has written notice direct and withhold from Proposer's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

B. Any successful proposer who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to EHN. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed proposal specifications or scope of work.

34. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO EHN

GENERAL LIABILITY:

\$1,000,000 – Each Occurrence
\$1,000,000 – General Aggregate
\$1,000,000 – Personal & Advertising Injury
\$1,000,000 – Products/Completed Operations – Aggregate
 \$5,000 – Premises Medical Expense
 \$500,000 – Fire Legal Damage Liability
Emergence Health Network named as
“Additional Insured” Waiver of Subrogation

AUTOMOBILE:

\$1,000,000 – Each Occurrence
Emergence Health Network named as
“Additional Insured” Waiver of Subrogation

WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident
\$1,000,000 – Employers Liability – Each Employee
\$1,000,000 – Employers Liability – Disease – Policy Limit
Statutory Limits
Waiver of Subrogation

CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project
Bid Bond
Performance & Payment Bond

PROFESSIONAL SERVICES additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number.

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to EHN.

Insurance is to be placed with insurers having a best rating of no less than A. The Proposer shall furnish EHN with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, EHN has the right to pursue other remedies permitted by law or in equity. EHN agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against EHN arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. EHN agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall EHN be liable for any damage to or destruction of any property belonging to the Proposer.

Emergency Health Network shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

35. Mental Health Friendly Workplace

The Proposer shall submit a narrative demonstrating its commitment as a mental-health friendly workplace, however this may not be a determining factor in the proposal process.

36. NON-COLLUSION AFFIDAVIT

The Proposer declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited another proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, of that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the Proposer of any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any EHN employee prior to the opening of responses to this Proposal.

No officer or employee of EHN, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all EHN contracts for this service.

37. SOVEREIGN IMMUNITY

EHN specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

38. MERGERS, ACQUISITIONS

The Proposer shall be required to notify EHN of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contact resulting from this Proposal the Proposer shall merge or be acquired by another firm, the following documents must be submitted to EHN.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Proposer's Federal Identification Number (FEIN); and
3. New Proposer's proposed operating plans.

Moreover, Proposer is required to provide EHN with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The new Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan for its approval.

39. DELAYS

EHN reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of EHN. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

40. ACCURCY OF DATA

Information and data provided through this Proposal are believed to be reasonably accurate.

41. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contact in whole or in part without prior written permission. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

42. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee

relationship, a joint venture relationship, or any other relationship allowing EHN to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Proposal.

43. MONITORING PERFORMANCE

EHN shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

44. ASSURANCES

Proposer, in responding, represents the following:

- a. Proposer has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal; and
- b. Proposer has arrived at the proposal independently without consultation, communication, or agreement for the purpose of restricting competition; and
- c. All cost and pricing information is reflected in the RFP response documents only; and
- d. Proposer and if applicable, its officers or employees, have no relationship now or will have no relationship during the contract period that interferes with fair competition or that is a financial or other conflict of interest, real or apparent; and
- e. If applicable, no member of the Proposer's staff or governing authority has participated in the development of specific criteria for award of this prospective contract, nor will participate in the selection of the successful Proposer to be awarded this prospective contract; and
- f. Proposer has not retained or promised to retain an entity or used or promised to use a consultant that has participated in the development of the specific criteria for award of this prospective contract or will participate in the selection of the successful Proposer awarded this prospective contract; and
- g. Proposer, if currently providing services to EHN on a contractual or employment basis, shall not obtain and use, or attempt to obtain, confidential information regarding EHN operations that provides an undue advantage in the selection process; and
- h. Proposer has not given, offered to give, nor intends to give any economic opportunity, gift, loan, gratuity, special discount, trip, favor, or service to any public servant (including, but not limited to any member of the Board of Trustees or staff) or any public employee (including, but not limited to, any employee of EHN) in connection with its submitted proposal; and
- i. Proposer accepts the terms, conditions, criteria and requirements set forth in the above procurement package; and
- j. Proposer accepts EHN sole right to award any proposal (including negotiating with or issuing a contract to more than one Proposer when doing so would be in the best interests of EHN) or reject any or all proposals submitted at any time; and

- k. Proposer accepts EHN sole right to cancel the proposal at any time EHN so desires; and
- l. Proposer is not entitled to and will make no claim for payment to cover costs incurred in the preparation of the submission of its proposal or any other associated costs, even in situations where EHN cancels the proposal or rejects all proposals submitted in response to the proposal; and
- m. Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any completed contract that may result from its proposal; and
- n. Proposer, if it is a corporation, is either not delinquent in its franchise tax payments to the State of Texas or is not otherwise subject to payment of franchise taxes to the State of Texas; and
- o. Proposer owes no funds to the State of Texas for unresolved audit exceptions. An unresolved audit exception is an exception for which the Proposer has exhausted all administrative and/or judicial remedies and has failed to comply with any resulting demand for payment; and
- p. Proposer agrees that information about individuals served by the EHN will be kept confidential; and
- q. Proposer shall comply with the requirements of the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, described in this proposal who will perform any labor or services.
- r. Proposer shall comply with all federal statutes relating to nondiscrimination including but not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, gender, pregnancy, religion, and national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. §504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of disabilities; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; Chapter 21 of the Texas Labor Code, which is informally referred to as the Texas Commission on Human Rights Act; and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age); and
- s. Proposer warrants that, to the extent it has exposure, access or control of patient information, it will protect the privacy and provide for the security of Protected Health Information ("PHI") that is in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law I 04-191 ("HIP AA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable federal and state laws.
- t. Proposer shall comply with the requirements of Chapter 81 of the Texas Civil Practice and Remedies Code; and
- u. As provided by the Texas Family Code, §231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Proposer certifies that it is not ineligible to receive any payments under any contract resulting from its proposal and acknowledges that any contract that is executed as a result of its proposal may be terminated and payment may be withheld if this certification is inaccurate; and
- v. Proposer agrees to provide EHN with any information necessary to validate any statements

made in its proposal, as requested by EHN. Such requests may include, but not necessarily be limited to, allowing access for on-site observation, granting permission for EHN to verify information with third parties, and allowing inspection of Proposer's records. Proposer understands that failure to substantiate any statements made in Proposer's proposal shall result in disqualification of the proposal.

NOTICE: EHN will not be liable for any fees or charges not specifically detailed in your proposal.

EHN is an equal opportunity employer.



Emergence Health Network

El Paso Center for Mental Health/Intellectual Disabilities

CERTIFICATION REGARDING LOBBYING

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, “New Restrictions on Lobbying”, published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and 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 \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally 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 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally 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 these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit “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 covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes
 No

Name of Provider	Vendor ID No. or Social Security No.	Program No.
Name of Authorized Representative		Title

Signature – Authorized Representative

Date



Emergence Health Network

El Paso Center for Mental Health/Intellectual Disabilities

201 E. Main
El Paso, TX 79901
(915) 887-3410
Fax: (915) 351-4703

RE: RFP #16-007, – External Audit and Tax Services

Dear Vendor:

All vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire.

Attached is a copy of the questionnaire.

In filing out the Questionnaire, the following are EHN Officers that will award the proposal and the employees which will make a recommendation:

EHN Officers:

Robert Jacob Cintron, Chair
David Stout, Vice-Chair
Martin Bartlett, Secretary
Michael Escamilla, MD. Trustee
Rick Myer, Ph.D., Trustee
Pamela Cook-Howard, Trustee
Kathleen Peyton, Trustee

EHN Employees: Kristen Daugherty, CEO

Pauline Motts, CFO
Rene Hurtado, CDO
Rene Navarro, CCO
Tewiana Norris, CNO
Chrystal Davis, COO- Diversion Services
Ashley Sandoval, COO-MH Services
David Puentes, COO-IDD Services
Marcelo Rodriguez-Chevres, MD, CMO
David Baquera- COO- Addiction Services
Juan Gonzalez- CIO
Aileen Cabral- CHRO
Carol Thornburg, DO- CMO Substance Abuse
Diana Billingsley, Director of Budgeting and Purchasing

Attorney for EHN: Omar Villa, Assistant El Paso County Attorney

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

RFP# 16-007

1 Name of person who has a business relationship with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

EMERGENCY HEALTH NETWORK
Solicitation Check List
External Audit and Tax Services
RFP #16-007

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to EHN by 3:00 p.m., Tuesday,
June 13, 2016.

_____ Did you visit our website (www.emergencehealthnetwork.org) for
any addendums?

_____ Did you sign the proposal?

_____ Did you sign the "Certifications Regarding Lobbying" document?

_____ Did you provide one original and five (5) CD copies of your
response? Copies must reflect the original proposal.