

Request for Proposals



Release Date: September 3, 2019
Proposal Due Date: September 17, 2019

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I. GENERAL INFORMATION

A. Request for Proposal Notice:

Bluebonnet Trails Community Mental Health and Mental Retardation Center d/b/a Bluebonnet Trails Community Services (BTCS) requests proposals for staffing of direct care services for a 4 bed home operated under the Home and Community Based Services (HCS) Standards.

B. Service:

BTCS is seeking an experienced provider to manage the staffing of a group home located in Marble Falls, Texas. These services are currently being provided to 4 adult individuals living together in an existing property in Burnet County who prefer that they remain together. The home is operated under the rules established by the Texas Department of Health and Human Services Commission (TAC 9.174) Bluebonnet Trails Community Services operates offices in the local center, which will provide ease of access to additional behavioral support and developmental disability support services as needed.

C. Background Information:

Bluebonnet Trails Community Services (BTCS) is a local behavioral health and intellectual developmental disability authority in eight counties (Bastrop, Burnet, Caldwell, Fayette, Gonzales, Guadalupe, Lee and Williamson Counties) in central Texas with population density of 917,191 persons and a land mass of 6,910 square miles. The primary office is located in Round Rock, Texas. BTCS receives federal and state financial assistance through performance contracts with Health and Human Services Commission (HHSC) and other related grant programs, and from third party billing activities.

D. Agency Requirements:

Professional services to serve and support individuals in the home will be provided by BTCS Professional Staff. It will be critical that the selected contractor be willing to support Direct Care Workers (DCWs) to provide services in a cooperative manner in order for optimum treatment progress to be achieved. BTCS Professional Staff will provide additional training to DCWs that will enhance their skills as these needs are identified. DCWs must be responsive to guidance provided by BTCS Professional Staff in regard to creating the optimum environment to maintain safety and stabilization, as well as to provide individualized support as these special needs are identified.

Contracted DCWs would need to be able to provide the following assistance in addition to general supervision:

- Assistance or support to complete personal hygiene tasks for those identified with these needs;
- Assistance to transfer to or from a wheelchair or walker from another location to toilet, bed, chair for those identified with this need;
- Implementation of individualized treatment objectives with training and oversight provided by clinical staff (interacting as prescribed in an individualized behavior plan, taking data on symptoms, etc.) for those identified with these needs;
- Assistance with feeding for those identified with this need;
- Support of different methods of communication for those who may need assistance to communicate;

- Provide supervision for medication and to administer medication when appropriately trained by RNs through RN Delegation procedure for persons who require this level of support,
- Complete meal preparation for 3 meals per day
- Provide at least one recreational/leisure activity for individuals daily,
- Routine home maintenance (general housekeeping), and
- Documentation of observations, incident/injury reporting and personnel incidents/injuries and trainings as needed.

DCWs will be expected to inform BTCS staff when there is a concern about a person's condition that could indicate a need for reassessment (such as deterioration in condition, display of unsafe behavior or outcry for help).

II. PROPOSAL REQUIREMENTS

A. Minimal Expectations for Proposals to Include:

1. Proposals will provide a justification for the staffing of the Direct Care Worker function, including staffing patterns for the operation of the 24/7 home. Please provide a staffing workflow diagram that indicates job titles and supervisory roles to match the staffing justification.

2. Job Descriptions for Direct Care Worker positions that adhere to the requirements as set forth in HCS standards.

3. Identification of a method or position to coordinate the staffing pattern and serve as the link between BTCS professional staff and contracted DCW staff to assure there is a solution-focused process to address needs as they are identified by either party. Please also provide agency organizational chart that clearly identifies supervisory roles of agency administrators with local DCW.

4. Assurances of a commitment to participate in the process of quality assurance and quality improvement as well as review of data and addressing needs for improvement as it relates to direct care services at the home.

5. Preparation of a draft budget for proposed services. Please include fixed costs and salary costs by position.

6. Inclusion of a list of training along with a training description that will be provided to DCW positions by the contractor prior to and during the course of the contract.

7. A description of the contractors related experience facilitating delivery of the same or similar services to the identified population. Please provide specifics regarding the names of organizations, populations served, services provided, length of time providing services, size of unit and number of staff providing services for each organization.

8. A detailed action plan and timetable for providing services to BTCS within thirty (30) days of approval of the contract.

9. Any information the agency wishes to provide that speaks to the overall quality of their performance. This may include “above and beyond” practices, policies and procedures that result in excellent quality of care, high staff retention rates and/or overall agency performance.

10. Give at least three references for similar services with other organizations, all preferably in Texas. List also contact information.

B. Procedures for Submitting Proposals

Only electronic submissions will be accepted. Proposals need to be submitted in PDF format via email to:

contracts@bbtrails.org

Proposals must be received no later than September 17th, 2019 by noon.

Proposals should be clearly marked RFP HCS Group Home in the subject line of the email.

NO LATE SUBMISSIONS WILL BE ACCEPTED

If you have any questions concerning the proposal process, please email contracts@bbtrails.org. All questions must be submitted in writing via email by 5pm on September 10th. Please include Group Home RFP Question in the subject line.

III. ADDITIONAL PROVISIONS:

Historically Underutilized Businesses

BTCS is committed to promoting full and equal opportunities for all businesses. In order for BTCS to promote these opportunities and as part of its good faith effort, it is important to identify Historically Underutilized Businesses (HUB). HUBs are defined as for-profit corporation, sole proprietorship, partnership, or joint venture in which 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons have been historically underutilized (socially disadvantaged) because of their identification as members of the following groups; Black American, Hispanic American, Asian American, Pacific American, Native American, and Women. These persons must have a proportionate interest and demonstrate active participation in the control, operation, and management of the business.

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

Assignment

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

Applicable Law, Venue

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

Advertising

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

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

IV. PROHIBITED CONDITIONS**Prohibition Against Personal Interest in Contracts**

Employees and officers of BTCS and its contractors and subcontractors must not participate in the selection, award or administration of a contract paid with funds received from or through BTCS if a conflict of interest, real or apparent, is involved. A conflict of interest arises any time such an employee or officer has a financial interest or other interest, e.g. dual employment, in the entity selected for an award, and the existence of such conflict of interest will result in a voided contract. BTCS's Code of Conduct will apply to this proposal.

By submitting the proposal the Vendor certifies that there is no conflict of interest in performing the duties listed in the proposal and;

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

Gratuities:

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

Collusion

Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission percentage, brokerage, or contingent fee except bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing businesses and disclosed to BTCS prior to the date of this contract. Should the contractor breach

this warranty, BTCS may, in addition to any other rights it may have, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee or cancel this contract without liability.

Funding Out

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

V. PROCESS OVERVIEW

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

During the evaluation process, BTCS reserves the right, where it may serve its best interest, to request additional information or clarifications from Vendors, or to allow corrections of errors or omissions. At the discretion of BTCS, vendors may be requested to send additional electronic copies of their proposal for review by BTCS Administration and/or to participate in a face-to-face meeting to allow for complete review and evaluation of the vendor’s proposal.

BTCS reserves the sole right to evaluate the qualifications submitted, waive any irregularities, reject any respondent’s proposals and select the organization that, in its judgment, will provide the most satisfactory service.

A. Timeline

A mutually agreed upon implementation date will be selected by the Vendor and BTCS. The following table outlines BTCSs anticipated schedule. Dates are subject to change.

RFP ISSUED	September 3 rd , 2019
RFP Due	September 17 th , 2019
Review of Proposals Completed	September 19 th , 2019
Final Vendor Selection	September 20 th , 2019
BTCS Board Approval	September 23, 2019

Vendors awarded the business shall agree to a schedule call within 5 business days of the award to discuss the current action and implementation plan. Operations are expected to be in place with 30 days of Contract Start Date.

B. Objectives

1. To provide a consistent staffing of Direct Care Workers (DCWs) for the HCS group home.
2. To offer coordinated and informed care for individuals in the home through the interactions of the Direct Care Workers (DCWs) and BTCS' professional staff.

C. Evaluation Process

This RFP is not intended to favor any vendor. It is solely designed to provide the best value to BTCS in meeting organization needs. A team represented by clinical and management staff will evaluate the proposals and make a recommendation to the Executive Director who will, in turn, present the recommendation to the BTCS Board.

BTCS reserves the right to ask any and all applicants for follow up information or clarifications on the proposal submitted. Follow up information may be required in writing or during a scheduled meeting.

VI. GENERAL CONDITIONS AND STIPULATIONS

Indemnification and Workers' Compensation

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

Independent Contractor

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

Audit

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

Nondiscrimination

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

Miscellaneous

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

Attachment A: Proposer Questionnaire

Proposer General Information:

Complete (Legal) Name of Proposer: _____

Proposer Tax Identification Number: _____

Business Address: _____

Telephone Number: _____

Type of Organization: Individual Partnership Corporation Association

Other (please describe) _____

If incorporated, state of incorporation: _____

Date organization was formed (Month/Year): _____

Principal type of business: _____

Total number of years in business: _____

Proposer's history (include description of formation, mergers, acquisition, other names, etc.): _____

Number of years providing services similar to those requested in this RFP: _____

Please certify the following by placing an "X" in the appropriate column:

Certification	Yes	No
Is Proposer currently in the process of filing for bankruptcy?		
Has Proposer filed for bankruptcy within the past five (5) years?		
Do you certify that the Proposer does not owe taxes to the District?		
Do you certify that the Proposer is not currently under suspension or debarment by any governmental entity (local/state/federal government)?		
Do you acknowledge that if the Proposer is currently under suspension or debarment, its proposal may not be considered?		

Individual authorized to bind Proposer to contract:

Name/Title: _____

Telephone: _____

E-Mail: _____

Point of contact information for this RFP (if different from authorized individual):

Name/Title: _____

Telephone: _____

E-Mail: _____

Proposer Organization:

Executive Team

Name and Title of Executive	Role

List current number of full-time employees (FTEs) (minimum of 32 hours/week) in each category:

Employee Category	Total Number of Employees (Texas-based)	Total Number of Employees (Entity-wide)
Total FTE's		
Customer user support FTEs		
Customer technical support FTEs		
Research and development FTEs		
Project management FTEs		
Project implementation/rollout FTEs		
Other (please describe)		
Other (please describe)		
Other (please describe)		

Proposer Pending Litigations:

Are there any current claims, or have any claims been made against the Proposer in the past 2 years?

Yes No

If yes, please identify the claims and describe the dispensation of the claim or claims (include client name, description of litigations, imposed damage amounts, imposed dates, collected amount, and description of cause for litigation).

Attachment B: Conflict of Interest

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p>	Date Received	
<p>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.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>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.</p> <p>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?</p> <p style="padding-left: 40px;">Yes No</p> <p>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?</p> <p style="padding-left: 40px;">Yes No</p> <p>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?</p> <p style="padding-left: 40px;">Yes No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p>_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right;">Date</p>		

Attachment C: Historically Underutilized Business (HUB) Form

BTCS policy is to include Historically Underutilized Businesses (HUBs) in its procurement process and to provide equal opportunities for HUB participation in the provision of supplies, services, equipment, and construction projects required by the District. As such, BTCS seeks to ensure that a “good faith effort” is made to assist certified HUB vendors and contractors in its award of contracts and subcontracts.

To be considered as a “Certified HUB Contractor/Vendor”, the contractor/vendor must have been certified by, and hold a current and valid certification, from any of the following certifying agencies recognized by BTCS: the Texas Building and Procurement Commission (State of Texas); City of Austin; and the Texas Unified Certification Program (TUCP), which includes six certifying agencies.

Proposer HUB Declaration

Is your company certified as a HUB or an MBE/WBE/DBE source? Yes No. If yes,

1. **Attach your certification to this form and return it in the proposal;**
2. Identify the certification agency by checking all that apply; Texas Building and Procurement Commission; City of Austin; Texas Unified Certification Program; and
3. Identify HUB Status (Gender & Ethnicity): _____

Subcontractor HUB Declaration

****Please complete this section if your proposal includes the use of HUB Subcontractors. ****

Estimated percentage of the bid (proposal) that is to be subcontracted with Certified HUB Sources: _____

For each proposed HUB subcontractor, complete the information below and **attach the subcontractor’s HUB certification to this form and return it in the proposal.**

HUB Subcontractor Name	Contact Person/Title (First/Last Name)/Title	Telephone Number (including area code)	Email address (if available)

END OF RFP –