

# **Request for Proposals**

# **Security Services for the Diversion Program**

Release Date: May 27, 2022 Proposal Due Date: June 29, 2022

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#### Request for Proposal Notice:

Bluebonnet Trails Community Mental Health and Mental Retardation Center d/b/a Bluebonnet Trails Community Services (BTCS) requests proposals to obtain services for on-site security services for the new Diversion Program in close coordination with local law enforcement located at 107 S. Holly Street, Georgetown, Texas 78626.

#### Service:

BTCS is seeking proposals for two unarmed Non-Commissioned Security Officers (armed as an option, as well) is needed 24-hours per day, seven (7) days per week, and one unarmed Non-Commissioned Security Officer (we are seeking quotes for armed as an option, as well). Please include pricing for off duty Commissioned Peace Officer services, as well.

#### **Background Information**

BTCS is a local mental health and intellectual development disorder authority in eight counties in central Texas with population density of 995,000 person and a land mass of 6,904 square miles. The primary office is located in Round Rock, Texas. BTCS receives federal and state financial assistance through performance contracts with the Health and Human Service Department and other related grant programs.

## **Procedures for Submitting Proposals**

Proposals will be accepted by email to the following address <a href="mailto:contracts@bbtrails.org">contracts@bbtrails.org</a>. It is the responsibility of the Vendor for the proposal to be submitted to the Contracts Management office. The proposal is not considered received until it in the possession of Contracts Management.

Proposals must be submitted to:

contracts@bbtrails.org

## Proposal must be received no later than June 29, 2022, at 3pm

Proposals should be clearly marked as a response to the RFP. The time on the received email will be considered the time submitted. If you have any questions concerning the proposal process please contact; Monica Rodriguez, Director of Contract Services in writing at <a href="mailto:contracts@bbtrails.org">contracts@bbtrails.org</a>. All questions for this proposal must be received no later than June 15, 2022.

## **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.

## **Dispute Resolution**

The BTCS dispute resolution process must be used to attempt to resolve all disputes arising out of this RFP.

# **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 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. For breach of this warranty, BTCS may, in addition to 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.

#### Advertisement

Vendor's 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.

## **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 party, if funds are not appropriated. In this instance, BTCS may cancel this contract, by giving thirty (30) days written notice to the Vendor.

## 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 Vendor s, or to allow corrections of errors or omissions.

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

#### <u>Timeline</u>

Responses are due by June 29, 2022. BTCS expects to make a Vendor recommendation for approval to the BTCS Chief Executive Officer on July 22, 2022. A mutually agreed upon start date will be selected by the Vendor and BTCS. The following table outlines BTCSs anticipated schedule. Dates are subject to change.

RFP ISSUED	May 27, 2022
RFP Due	June 29, 2022
Final Vendor Selection	July 22, 2022
Vendor Notifications	July 29, 2022

Vendors awarded the business shall submit an action plan and timetable for providing services to BTCS within fifteen (15) days of approval of the contract.

#### Objectives and Services Requested:

Through the procurement of security services, BTCS seeks proposals for on-site security services. The Diversion Center program is located at 107 S. Holly Street in Georgetown, Texas. In addition, we have the following duties to include:

a) One Non-Commissioned Security Officer shall be stationed on site at all times the program is operating, which is 24 X 7 X 365. This includes to patrol the interior and exterior of the Facility every thirty (30) minutes, unless the

Diversion Center has an interview with an individual in services. If so, Non-Commissioned Security Officer shall not patrol the area in which the interview is taking place until after the individual leaves the interview area; One Non-Commissioned Security Officer shall be available (and begin on site) 24 X 7 X 365 and will be stationed out of the Diversion Center. This Non-Commissioned Security Officer may transport individual in service, voluntarily, on an emergency detention order or an order of protective custody, to a private psychiatric hospital or other location determined necessary by Diversion Center leadership.

- b) Non-Commissioned Security Officer shall ensure that offices are locked at all times when not in current use by Bluebonnet Trails;
- c) Non-Commissioned Security Officer is not permitted to enter the Diversion Center Team Room unless requested to do so by a Diversion Center staff member;
- d) Non-Commissioned Security Officer may transport individual in service, voluntarily, on an emergency detention order or an order of protective custody, to a private psychiatric hospital;
- e) Non-Commissioned Security Officer shall intervene as needed when other staff are unable to secure an individual safety and there is risk of harm to self or others;
- f) Non-Commissioned Security Officer shall be present as a witness during any room searches.
- g) Non-Commissioned Security Officer shall observe video from security cameras periodically during their shift and as requested by the program manager, BTCS Leadership, Quality Management, or staff designated by the program manager or BTCS Executive Officer(s);
- h) Non-Commissioned Security Officer shall escort employees to and from their vehicles as requested.
- i) Non-Commissioned Security Officer to assist staying with someone before entering Diversion Center services when in the local emergency rooms waiting to be medically cleared. Perhaps to use armed and off duty police officers.
- j) trained in Mental Health First Aid, and trained in CPR/First Aid and/or BLS.
- k) document all reports and checks within an electronic reporting system that is provided daily to appropriate management.
- I) trained in Satori Alternatives for Managing Aggression

We are looking for a solution that is:

- Cost effective
- Timely
- Offers reliable and quality service

# **Functional Priorities**

The successful vendor will provide a solution for the above stated objectives.

# **Evaluation Criteria**

This RFP is not intended to favor any vendor. It is solely designed to provide the best value to BTCS in meeting organization needs. The evaluation team will make a recommendation to the Executive Director for final approval and then notify the vendor according to the schedule included in this proposal. The evaluation team will review each proposal based on the following criteria:

- Vendor Qualifications and Years of Experience
- Quality and reliability of Vendor Services
- Service costs
- Proper completion of proposal requirements

## **General Conditions and Stipulations**

#### Indemnification and Workers' Compensation

The Proposer agrees that if the contract is awarded to their company, the company shall defend, indemnify and hold harmless 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 3<sup>rd</sup> 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.

#### Instructions

Vendors can respond to the Request for Proposal by completing the information requested in Section 3: Required Vendor Information, which includes, service, organization information, references and pricing. Responses may be typed directly on the electronic version of the RFP and returned with attachments but must be sent to the designated agency email address.

## **Required Vendor Information**

Prepared marketing materials may be submitted in addition to answering the questions below, however they <u>will not be accepted in lieu of answering the below questions directly</u>.

# **Services Descriptions**

In context of the services being requested described above in item Objectives and Services Requested, provide a brief description of your organization's scope of work, experience in like security services, typical length of time to hire and deploy security officers, your officer training programs and background checks, and successes in similar security services arrangements.

## **Vendor Organization Information**

- 1. Where is your company headquartered?
- 2. What is your primary business focus and how many years of experience do you have providing on site security services?
- 3. Provide an overview of your staff qualifications for workers assigned to the location.
- 4. Also provide a description to ensure the quality and reliability of your work.
- 5. Has your company received any awards? How do you distinguish yourself from the competition?
- 6. What is the average size of your client? What is your client retention rate? On average, how long do your clients remain with you?

#### References

- 1. List any relevant clients within the same industry and client size that you work with. Provide contact information for at least two organizations.
- 2. List all Texas MHMR Centers that currently use your services. Provide contact information for these organizations.

# **Pricing**

- 1. Please provide an itemized list of cost and pricing for providing security services at the location and services described above.
  - a. Please list costs for two licensed Non-Commissioned Officers 24 X 7 X 365 (one on site, one for patrol/transport)
  - b. Please list costs to include having a vehicle and staff available for transportation services 24 X 7.
  - c. Please list costs for Commissioned Security Officer services in the same hourly model.
  - d. Please list the costs for Commissioned Peace Officer services used as needed.
- 2. Describe any additional fees that may be anticipated during this engagement.

#### Attachments

HUB Questionnaire (see attached and complete)

**END OF RFP** -

# Attachment A HUB or DBE Questionnaire

Historically Underutilized Businesses 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 who 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.

- 1. Appropriate structure of business: sole proprietorship, partnership, corporation, limited liability partnership, joint venture
- 2. Which group best describes the owner or primary stockholder (51%) of the firm which demonstrates active participation in the control, operation, and management of the firm's business affair.

Black American: Female/Male

Hispanic American: Female/Male

Asian Pacific American: Female/Male

American Woman:

Other:

- 3. Contractor is eligible to do business in the State of Texas. YES NO
- 4. Is this company a Foreign Owned Corp.? YES NO
- 5. Has your business or any of its owners ever been denied HUB certification by any organization?
- 6. Are you a certified Historically Underutilized Business/ Disadvantage Business Enterprise (DBE) by any Federal or State Agency, city, county, or government entity? YES NO