

**Advertisement Notice For**  
**HVAC Maintenance and Service**  
**REQUEST FOR BID**

The **Burke** is the Department of State Health Services and the Department of Aging and Disability Services designated mental health and mental retardation Authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and mental retardation services for the residents of Angelina, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity and Tyler Counties, Texas.

The Burke is seeking bids for **HVAC Maintenance and Service**. The services requested shall be performed at the Burke's facilities shown on Attachment A.

The initial contract period shall commence on September 1, 2018 and continue through August 31, 2020.

Copies of the **RFB Document** may be obtained via Internet at [www.myburke.org](http://www.myburke.org).

Questions regarding the RFB should be emailed to Jake Squiers at [jake.squiers@myburke.org](mailto:jake.squiers@myburke.org).

Please submit sealed: one (1) original (clearly marked) and one (1) copy of your bid to:  
Burke  
ATTN: Jake Squiers  
2001 S. Medford Drive  
Lufkin, Texas 75901

INTERESTED PARTIES MUST RESPOND TO THE RFB BY 3:00 P.M. JUNE 22, 2018 IN ACCORDANCE WITH THE INSTRUCTIONS WITHIN THE RFB DOCUMENT.

**Burke appreciates your time and effort in preparing this bid. All bids must be received at the specified location before opening date and time. The official time shall be determined by the time/date stamp when received at location. Faxed responses shall not be accepted. Bids received after above date and time shall be returned unopened.**

**SECTION A**  
**INSTRUCTIONS AND CONDITIONS**

**LATE BIDS:** Bids received at the specified location after submission deadline shall be returned unopened and shall be considered void and unacceptable. The official time shall be determined by the time/date stamp when received by the front desk receptionist at the Burke's specified location. Burke is not responsible for lateness of mail, carrier, etc.

**FUNDING:** Funds for payment shall come from Burke.

**ETHICS:** Bidder shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Burke.

**IT IS UNDERSTOOD** that Burke reserves the right to accept or reject any and/or all bids for any or all services covered in this solicitation and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of the Burke.

**MODIFICATIONS:** Burke reserves the right to modify the general description and scope of services, by issuing written addenda of any such modifications.

**ADDENDA:** Any interpretations, corrections or changes to the Request for Bid (RFB) and specifications shall be made by written addenda. Sole issuing authority of addenda shall be vested in the Burke Business Manager. Addenda shall be mailed to all who are known to have received a copy of the Request for Bid. All such addenda become, upon issuance, an inseparable part of the specifications that must be met for the offer to be considered. All responding Bidders shall acknowledge receipt of all addenda.

**ALTERING BIDS:** Any corrections, deletions, or additions to offers may be made prior to closing date and time of the solicitation. No oral, telephone, telegraphic, fax, E-mail, or other electronically transmitted corrections, deletions, or additions shall be accepted. The Bidder shall submit substitute pages in the appropriate number of copies with a letter documenting the changes and the specific pages for substitution. The signatures on the form and letter must be original and of equal authority as the signatures on the offer.

**WITHDRAWAL OF BIDS:** A bid shall not be withdrawn or canceled by the Bidder unless the Bidder submits a letter prior to the closing date. The signature on the withdrawal letter must be original and must be of equal authority as the signature of the offer.

**BIDS SHALL BE** received and publicly acknowledged at the location, date and time stated within this document. Bidders, their representatives and interested persons may be present. The bids shall be received and acknowledged only so as to avoid disclosure of the contents to competing Bidders and kept confidential during negotiations.

However, all bids shall be open for public inspection after the contract is awarded and written notification is sent to both successful and unsuccessful Bidders, except for trade secrets and confidential information contained in the bid and identified by the Bidder as such. Such information may still be subject to disclosure under the Public Information Act based on the Texas Attorney General opinions and on steps taken by the Bidder to protect the information outside the scope of the RFB process.

**SALES TAX:** Burke is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid shall not include taxes.

**BIDS MUST COMPLY** with all federal, state, county and local laws. All services must be in compliance with federal, state, county and local rules, codes, regulations, laws, and executive orders.

**BIDDER SHALL PROVIDE** with this bid response, all documentation required by this RFB. Failure to provide this information may result in rejection of bid. There is no expressed or implied obligation for The Burke to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and Burke will not reimburse responding firms for these expenses, nor will the Burke pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

**MINORITY OWNED BUSINESSES:** Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

**EXCEPTIONS/SUBSTITUTIONS:** All bids meeting the intent of this Request for Bid shall be considered for award. Bidders taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the Bidder has not taken exceptions and Burke shall hold the resultant Contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. Burke reserves the right to accept any and/or none of the exception(s) /substitution(s) as deemed to be in the best interest of Burke.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best practices of quality services and facilities will prevail. All interpretations of these specifications shall be made on the basis of this statement.

**REFERENCES:** Burke requests bidder to supply, with this RFB, a list of at least three (3) references where similar services have been provided by their organization. Include name, contact name, address, telephone number and description of services provided for each reference.

**INSURANCE:** Successful contractor must provide proof of minimum insurance coverage prior to start of contract and annually thereafter of liability insurance (including general liability, and workers compensation coverage) as follows:

<b>SCHEDULE:</b>	General Liability	\$1,000,000/3,000,000
	Worker's Compensation	In accordance with Texas Statutory Requirements

Upon request, a Certificate of Insurance naming as an additional insured Burke shall be provided prior to start of work.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective Bidder must affirmatively demonstrate Bidder's responsibility. A prospective Bidder must meet the following minimum requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;

2. Be able to comply with the required or proposed performance schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award

Burke may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above and any other required documentation.

**LIMITATIONS:** Any Bidder currently held in abeyance from or barred from the award of a Federal or State contract may not contract with Burke.

**CONSIDERATION:** For an offer to be considered, the Bidder must meet Burke's requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective contract, and submit the completed offer according to the time frames, procedures, and forms stipulated by Burke.

**CONTRACT:** In the event bidder and Burke are satisfied with the bid submission and its conditions in its entirety and no modification or negotiations are warranted, the submitted bid shall serve as a legal and binding agreement. In the event modification is necessary, a sample contract containing the major provisions of bidder's anticipated agreement subject to refinement and negotiation can be obtained upon request to Burke.

**TERMINATION OF CONTRACT:** Burke reserves the right to terminate any resulting contract with thirty (30) days written notice.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government code Title 5, Subtitled C., Chapter 171.

**SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless Burke or its designee and its officers, directors and employees from any and all suits, claims, actions, losses, damages, liability and expenses, including attorney's fees arising from any negligent or willful act, error, omission or misrepresentation of Contractor or his employees, agents (including subagents) or servants. The provisions of the subparagraph shall continue and be ongoing in any contract resulting from this RFB.

**NOTICE:** Any notice provided by this bid (or required by Law) to be given to the successful Bidder by Burke shall be deemed to have been given and received on the next day after such written notice has been deposited in the mail in Lufkin, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**CONTRACT MONITOR:** Under this contract Burke shall appoint a contract monitor with designated responsibility to ensure compliance with contract requirements. The contract monitor will serve as liaison between the Burke and the successful Bidder.

**INVOICES** shall show all information as required and shall be mailed directly to The Burke location and staff person as set out in the contract entered into by Burke and Contractor.

**PAYMENT** shall be made upon receipt of valid invoice and approval by Burke of all completed services as set out in the contract entered into by Burke and Contractor.

**ASSIGNMENT:** The successful Bidder shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of Burke.

**ORDER OF PRECEDENCE:** Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order.

- A. Request for Bid Instructions and Conditions
- B. Bid Guidelines, if any.
- C. Other documents, exhibits and attachments

**SUBMISSION OF BID:** Submit sealed one (1) original, clearly marked, and **two** (2) copies of the bid describing your organization and services in detail following the sequence as outlined, and requirements of the Solicitation of Offers and Request for Bid Instructions and Conditions.

## **SECTION B DESCRIPTION AND SCOPE OF SERVICES**

The Burke is requesting bids for HVAC Maintenance and Service.

Bids should include services at the Burke locations as outlined on Attachment A. All bids shall include the following conditions:

1. Provide HVAC maintenance and service on an as-needed basis at the various Burke facilities located in Polk, Angelina and Nacogdoches Counties.
2. Vendor shall provide at least one technician with a Class C State of Texas Air Conditioning and Refrigeration license. Work performed must comply with the applicable national and local building, electrical and HVAC codes.
3. Service response times for regular calls should be less than four hours and less than two hours for emergency service calls. "Emergency Service" is defined as a condition in which malfunction of HVAC equipment presents and imminent danger of fire or electrical hazard to the building or to the health and safety of individuals at the facility.
4. Vendor shall provide a one-year guarantee for work performed against any defect of workmanship; and shall correct any defects found within the one-year period at no cost to the Burke. Material and parts provided by the vendor will carry a one-year warrantee.
5. All bids shall include labor, equipment, tools and transportation costs.

## **SECTION C EVALUATION AND SELECTION CRITERIA AND PROCESS**

Any award made based upon this Request for Bid will be based upon Best Value to Burke, which is the optimum combination of economy and quality resulting from fair, efficient, and practical procurement decision-making and which consider the following relevant factors:

1. the delivery terms;
2. the quality and reliability of the bidder's goods or services;
3. the extent to which the goods or services meet Burke needs;
4. indicators of probable bidder performance under a contract, such as past bidder performance, the bidder's financial resources and ability to perform, the bidder's experience and responsibility, and the bidder's ability to provide reliable maintenance agreements;
5. the impact on the ability of the local authority to comply with laws and rules relating to historically underutilized businesses or relating to the procurement of goods and services from persons with disabilities;

6. the total long term cost to the local authority of acquiring the Bidder's goods or services;
7. the acquisition price;
8. the Bidder's history of compliance with the laws relating to its business operations and the affected service(s) and whether it is currently in compliance;
9. the character, responsibility, integrity, reputation, and experience of the bidder;
10. the ability of the bidder to meet all applicable written policies, principles, and regulations; and
11. any other factor relevant to determining the best value for Burke in the context of a particular acquisition. ; and
12. previous experience with the Burke will be considered.

The evaluation process is as follows:

1. All bids received by the established deadline will be evaluated and ranked by Burke's RFB Evaluation Committee according to the factors above.
2. Bidders meeting the requirements and criteria may be invited to interview with Burke to further clarify the evaluations of bids, if deemed necessary by the committee.
3. Additional information, such as copies of the Bidder's Organizational Policies, Procedures and Quality Assurance documents, may be requested during contract negotiations.
4. Visits may be conducted to potential service contractors.
5. Based on resulting ranking of the bids one or more Bidders may be asked to participate in negotiation with Burke.
6. Any Bidder wishing to protest or appeal the selection process must do so within 15 days of the date of notification. Protest or appeals must clearly state with specificity the grounds upon which the award selection is being challenged. Send via certified mail to Burke, 4101 S. Medford Drive, Lufkin Texas 75901.
7. Bids submitted become the property of Burke and will not be returned to the Bidder.

## **SECTION D SUBMISSION OF BID**

### **ASSURANCES**

The undersigned does make the following assurances that:

1. That the Bidder is not currently held in abeyance or barred from the award of a federal or state contract.
2. That the Bidder is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes, Article 2.45.
3. No attempt will be made by the Bidder to induce any person or firm to submit or not to submit a response, unless so described in the RFB response document.
4. The Bidder does not discriminate in its services or employment practices on the basis or race, color, religion, sex, national origin, disability, veteran status, or age.
5. That no employee of the Burke, DSHS or DADS, and no member of the Burke's Board of Trustees

will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the Bidder is unable to make the affirmation, then the Bidder must disclose any knowledge of such interests.

6. Bidder accepts the Burke's right to cancel the RFB at any time prior to contract award.
7. The RFB response submitted by the Bidder has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
8. No claim will be made for payment to cover costs incurred in the preparation of the submission of the application or any other associated costs.
9. The individual signing this document and any subsequent contract (if necessary) is authorized to legally bind the Bidder.
10. That Bidder will comply with the rules and standards adopted under Section 534.052 of the Texas Health and Safety Code, the DSHS Community Standards of Community Mental Health Burkes and Community Service Programs, and applicable local, state, and federal laws, rules and regulations, including the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

The Organization or Individual named below offers and agrees to furnish all labor, materials, and services offered within the designated time frame for the amount to be agreed upon and upon conclusion of a successful contract.

**Name of Bidder Firm or Individual:** \_\_\_\_\_

**Type of Legal Entity:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_  
\_\_\_\_\_ **FAX No.:** \_\_\_\_\_

**Auth. Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Attachment A - HVAC  
FY19/20 Burke Facility Contracts**

<b>Facility Name and Address</b>	<b>Occupancy</b>	<b>Sq. Ft.</b>
ALU Cherry 2308 Cherry Lufkin, TX 75901	Residential - IDD	2,200
ALU Freeman 3224 Freeman Lufkin, TX 75901	Residential - IDD	3,569
ALU Lost Pines 111 Lost Pines Lufkin, TX 75901	Residential - IDD	1,740
ALU Oleta 1202 Oleta Lufkin, TX 75901	Residential - IDD	2,523
ALU Oscar Berry 776 N. FM 1194 Lufkin, TX 75904	Residential - IDD	1,601
ALU Rushwood 1004 Rushwood Lufkin, TX 75901	Residential - IDD	2,719
ALU Shady Lake 111 Lakewind Lufkin, TX 75901	Residential - IDD	1,800
ALU Whitehouse 305 Whitehouse Lufkin, TX 75901	Residential - IDD	1,700
Angelina MHC 1522 W. Frank St Lufkin, TX 75901	Outpatient - MH Adults & Kids	32,000
Burke Industries - Angelina 2215 N. John Redditt Lufkin, TX 75904	Vocational Training	10,550
Burke Industries - Kirbyville 910 S. Margaret Kirbyville, TX 75956	Vocational Training	6,000
Burke Industries - Nacogdoches 1718 S. University Nacogdoches, TX 75961	Vocational Training	6,880
Burke Industries - San Augustine/Front 583 El Camino Crossing San Augustine, TX 75972	Vocational Training	5,000
Burke Industries - San Augustine/Back 583 El Camino Crossing San Augustine, TX 75972	Vocational Training	6,000



Business Services 2003 S. Medford Lufkin, TX 75901	Office	6,587
Central Administration 2001 S. Medford Lufkin, TX 75901	Office	8,252
Consumer Benefits 5002 Lotus Lane Lufkin, TX 75904	Office	2,298
Cunningham House 1010 Cunningham Lufkin, TX 75901	Residential - IDD	2,303
DD Authority Services 1915 Old Mill Rd. Lufkin, TX 75903	Office and Outpatient - IDD	4,754
DD Provider Service 2105 N. John Redditt Lufkin, TX 75915	Office	6,550
Diboll House 200 Stubblefield Diboll, TX 75941	Residential - IDD	2,560
ECl - Lufkin 2211 N. John Redditt Lufkin, TX 75904	Office	6,000
ETBHN/Warehouse 2704 Homer Alto Rd. Lufkin, TX 75904	Offices & Warehouse	8,940
Fairweather Lodge 2019 Pearl Street Nacogdoches, TX 75965	Residential - MH	3,124
Houston County MHC 1401 W. Austin Crockett, TX 75935	Outpatient & Vocational	6,000
Jasper MH Clinic 1250 Marvin Hancock Drive Jasper, TX 75951	Outpatient - MH	4,800
Lotus Lane #1 (office) 1802 Lotus Lane Lufkin, TX 75904	Residential - MH	540
Lotus Lane #2 1802 Lotus Lane Lufkin, TX 75904	Residential - MH	510
Lotus Lane #3 1802 Lotus Lane Lufkin, TX 75904	Residential - MH	377
Lotus Lane #4 1802 Lotus Lane Lufkin, TX 75904	Residential - MH	377
Lotus Lane #5 1802 Lotus Lane Lufkin, TX 75904	Residential - MH	510

Lotus Lane #6 1802 Lotus Lane Lufkin, TX 75904	Residential - MH	377
Lotus Lane #7 1802 Lotus Lane Lufkin, TX 75904	Residential - MH	510
Lotus Lane #8 1802 Lotus Lane Lufkin, TX 75904	Residential - MH	377
Lotus Lane #9 1802 Lotus Lane Lufkin, TX 75904	Residential - MH	510
Lotus Lane #10 1802 Lotus Lane Lufkin, TX 75904	Residential - MH	510
Lotus Lane #11 1802 Lotus Lane Lufkin, TX 75904	Residential - MH	377
Lotus Lane #12 1802 Lotus Lane Lufkin, TX 75904	Residential - MH	510
Lotus Lane #13 1802 Lotus Lane Lufkin, TX 75904	Residential - MH	442
Mental Health Emergency Center 105 Mayo Place Lufkin, TX 75904	Crisis Residential	16,000
Nacogdoches Mental Health Clinic 4632 N.E. Stallings Nacogdoches, TX 75965	Outpatient - MH Adults & Kids	24,000
Nacogdoches House 2712 S. E. Stallings Dr. Nacogdoches, TX 75961	Residential - IDD	4,440
Kirbyville Group Home 703 W. Martin Luther King Kirbyville, TX 75956	Residential - IDD	2,471
Newton Group Home 817 McMahon Newton, TX 75966	Residential - IDD	2,468
Pineland House 707 S Temple Pineland, TX 75968	Residential - IDD	2,537
Polk County MHC 1100 Ogletree Livingston, TX 77351	Outpatient - MH Adults and Kids	9,300
San Augustine Rental 583 El Camino Crossing San Augustine, TX 75972	Vocational Training	1,500
West Bay Group Home #46 West Bay Jasper, TX 75951	Residential - IDD	2,771

<b>HVAC Bid Sheet</b>			
<b>Facility Type</b>	<b>Regular Hourly Rate</b>	<b>After Hours Hourly Rate</b>	<b>Mileage Charge*</b>
Residential			
Commercial			

\* Mileage charge applies to service calls that are over 10 miles outside of vendor's base city