

**Advertisement Notice For  
BURKE  
REQUEST FOR BID  
FOR MENTAL HEALTH EMERGENCY CENTER FOOD SERVICES**

Burke is the Texas Health and Human Services Commission designated Mental Health and Developmental Disability Authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and developmental disability services for the residents of twelve (12) Deep East Texas Counties.

Burke is seeking bids for **hot meals to be prepared for its Mental Health Emergency Service Center** that will begin operating on or about December 1, 2019 in Lufkin, Texas.

The initial contract period shall commence approximately 30 days after the contract award and continue through August 31, 2020 with an option to renew for an additional one-year period based on satisfactory performance.

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

Questions regarding the **RFB** for Mental Health Emergency Center Food Services should be directed to Melissa Simmons at (936) 674-3500 or at [Melissa.simmons@myburke.org](mailto:Melissa.simmons@myburke.org)

Please submit sealed: one (1) original (clearly marked) and two (2) copies of your bid to:

Burke  
ATTN: Melissa Simmons  
105 Mayo Place  
Lufkin, Texas 75901  
Contact Number: (936) 674-3500

INTERESTED PARTIES MUST RESPOND TO THE RFB BY 5:00P.M., December 6, 2019 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 Burke's specified location. Burke is not responsible for lateness of mail, carrier, etc.

**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 Burke.

**MODIFICATIONS:** Burke reserves the right to modify the general description and scope of services, by issuing a 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 Contract Management Committee. 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 which 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 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 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 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 worker's compensation coverage) as follows:

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

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 of Burke.

**TERMINATION OF CONTRACT:** Burke reserves the right to terminate any resulting contract within 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 Burke and the successful Bidder.

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

**PAYMENT** shall be made with 30 days 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 Submission of Bid.

## **SECTION B**

### **DESCRIPTION AND SCOPE OF SERVICES**

Burke is requesting bids for prepared (hot) meals (lunch and/or dinner) for mental health clients served by the Mental Health Emergency Service Center on or about December 1, 2019.

Bids should include the following information:

- 1. Charges for meals on a per meal rate as follows:
  - A) Two hot meals a day delivered to facility site.
  - B) Two hot meals a day to be picked-up by Burke staff.

Note: Each meal should be varied and nutritional, and include: one meat dish, two sides (one of which may be a starch i.e.: potatoes, rice, pasta; and which must be a vegetable), and bread/rolls/biscuits. Meals may be prepared (and delivered or be prepared for delivery) in bulk and placed in a (Burke provided) insulated transport case. Also, bidders must be able to receive communication regarding the number of meals needed, two hours before each mealtime. The number of meals will typically range from 5 to 16 with an

average of about 9. *Note: The same type of meal should not be served more than once during a 4-day time span.*

2. Bidders need to provide statements of service detailing costs for service.
3. Assurance of Agreement that the term of any resulting contract will be from date of execution through August 31, 2021.

\*For any questions concerning the scope as outlined above, please call: Melissa Simmons, Burke Crisis Program Director at: (936) 674-3500 during regular business hours.

### **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.

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 evaluation 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 7 days of the bid award. Protest or appeals must clearly state with specificity the grounds upon which the award selection is being challenged. Send via certified mail to address of original bid.
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 of race, color, religion, sex, national origin, disability, veteran status, or age.
5. That no employee of Burke, DSHS or DADS, and no member of 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 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 Centers 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:** \_\_\_\_\_