



**Advertisement Notice**

**REQUEST FOR BID (RFB) #110 FHVS**

**for**

**HVAC MAINTENANCE AND SERVICES**

**RFB Notice Published:** June 9th and June 16th, 2024

**RFB Opens/Posted:** June 17, 2024

**RFB Closing:** July 19, 2024-5:00 pm

BURKE is seeking bids from qualified vendors for **HVAC MAINTENANCE AND SERVICES** at Burke Facilities.

**RFB NOTICE AND DOCUMENT** may be obtained via internet at [www.myburke.org](http://www.myburke.org). OR at the Burke Central Administration Building at 2001 S. Medford Dr. Lufkin, Texas 75901, beginning June 17, 2024.

The initial contract period shall commence on September 1, 2024, and will continue through August 31, 2026, unless renewed, extended, or terminated according to the terms and conditions of the contract and upon mutual agreement. Burke, at its sole discretion, may extend or renew the contract on one-year terms, provided the contract term, including all extension or renewals, does not exceed four years.

**BID CLOSING DATE, TIME and LOCATION is JULY 19, 2024 at 5:00 p.m. at 2001 S. Medford Drive, Lufkin, Texas 75901.** All bid responses and all requested bid submission content must be submitted before the closing date and time at the location specified. The official time and date submitted shall be determined by the time/date stamp when received at location. Faxed or emailed bid responses shall not be accepted.

**All bids that are submitted between the opening and closing date and time become the property of Burke and will not be returned to the Bidder. Bids received after the closing date and time will be returned unopened and shall be considered void and unacceptable.**

Burke will afford full opportunity to submit bids in response to this invitation to Historically Underutilized Businesses, and Minority, Woman, and/or Disadvantaged business enterprises.

Burke will not discriminate against any individual or Vendor with respect to his/her compensation, terms, conditions or award because of race, color, creed, sex, or national origin, age, disability, political affiliation, or limit, segregate, or classify candidates for award of contract in any way which would deprive or tend to deprive any individual or company of business opportunities or otherwise adversely affect status as a Vendor because of race, color, religion, sex, national origin, age, disability, or political affiliation.

**\*Burke appreciates your time and effort in preparing your bid\***

**INTRODUCTION**

Burke Center dba Burke is a State of Texas designated mental health and intellectual and developmental disabilities local authority established to plan, coordinate, develop policy, develop, and allocate resources, supervise, and ensure the provision of community-based mental health and intellectual and developmental disabilities services for the residents in the Authority’s eleven (11) county service area; Angelina, Houston, Nacogdoches, Newton, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity, and Tyler counties.

BURKE is seeking bids from qualified vendors to conduct HVAC Maintenance and Services for Burke Facilities beginning September 1, 2024.

**RFB #110 FHVS TIMELINE CALENDAR**

RFB Notice Published	Sunday June 9, 2024 and Sunday June 16, 2024
RFB Opens/Posted	Monday June 17, 2024
Questions Submission Deadline	Thursday June 27, 2024
Response to Questions <i>*Every effort will be made to answer questions by July 2<sup>nd</sup>, 2024*</i>	Friday June 28 – Tuesday July 2, 2024
RFB Closing	Friday July 19, 2024 – 5:00 p.m.
Open Bid Submissions	Monday July 22, 2024
Performance Begins	Sunday September 1, 2024

**SCOPE OF SERVICES and SPECIFICATIONS**

**Contractor is subject to and must comply with all current Federal, State, County, and Local rules, codes, regulations, laws, and executive orders while providing services to Authority**

All bids shall consider the following:

1. Work performed must comply with the current applicable National and Local building, electrical and HVAC codes.
2. Providing at least one technician with a class C State of Texas Air Conditioning and Refrigeration license and be employed by Contractor’s business in order to conduct services at Burke locations as shown in Exhibit C.
3. Burke’s fiscal year and quarters is as follows:  
**FY:** September 1<sup>st</sup> of the current year – August 31<sup>st</sup> of the following year  
**Quarters:** 1st quarter-September – November / 2nd quarter-December – February  
3rd quarter-March – May / 4th quarter- June – August
4. Non-emergency services shall be during Burke’s normal working hours; 8 a.m. and 5 p.m., Monday through Friday, and shall be provided within no less than four (4) hours of notice.
5. Emergency services shall be provided within no less than two (2) hours of notice.
6. Service response times for work needed during Burke’s normal working hours shall be less than four (4) hours.
7. Service response times for work needed regarding an emergency shall be less than two (2) hours.
8. Providing HVAC Maintenance and Service on an as needed basis at the locations as shown in Exhibit C. HVAC units are Split Units.
9. HVAC maintenance or services appointments shall be coordinated and scheduled, in advance, during Burke’s normal working hours, with the facility point of contact.
10. Maintaining all required current licensing and insurances for business and any employees conducting work at Burke locations as shown in Exhibit C.
11. Cost to furnish all labor, parts, equipment, tools, chemicals, transportation, and any other resources required to fulfil the services at Burke locations as shown in Exhibit C.
12. Carrying a one-year warranty on materials and parts provided by Contractor.
13. Providing a one-year guarantee for work performed against any defect of workmanship and shall correct any defects found within the one-year warranty period at no cost to Burke.
14. Any and all work estimated to cost \$500 or more will be approved by the Chief Financial Officer or their Designee (or facility supervisor if after 5 p.m., Monday through Friday and weekends) **before starting work.**
15. Providing Authority with an itemized invoice, which will include date and actual work time, labor charges, list of parts and materials, name, and address where work was performed.

17. Providing Burke with an itemized invoice which will be specific to the type of service to be provided by Contractor.
18. Burke locations could be removed or added depending on the closing and opening of facilities.
19. Burke locations could undergo a facility status change by the State of Texas which could result in the removal or the addition of services for that location.

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

- A. Bid Submission Instructions and Conditions for Submitting Bids
- B. Bid Guidelines if any
- C. Other Documents and Exhibits

## DEFINITIONS

**ADDENDA** (plural) – A document or information attached or added to clarify, modify, or support the information in the original document or written work.

**DAMAGE** - Physical injury to, destruction of, or loss of use of tangible property.

**FAMILY MEMBER** (as defined in Subchapter B, Chapter 573 Tx. Government Code) - A person related to another person within the first degree by consanguinity or affinity. *(See Assurances Agreement, Part I.)*

**FAMILY RELATIONSHIP** (as defined in Subchapter B, Chapter 573 Tx. Government Code) - A relationship between a person and another person within the third degree by consanguinity or the second degree by affinity. *(See Assurances Agreement, Part I.)*

**FISCAL YEAR** – A customized 12-month period used for accounting purposes. Burke’s fiscal year period is from September 1 to August 31 and recognizes 4 quarters within one fiscal year.

**MATERIAL FAILURE** - A variance or deviation in a response from general descriptions, specifications or conditions which would vary from what was requested in the solicitation document.

**HHSC** (Health and Human Services Commission) - A division of the U.S. Department of Health and Human Service Commission which enhances and protects the health and well-being of individuals by providing effective health and human services, public health, and social services.

**LOCAL GOVERNMENT OFFICER** (with respect to Burke) - A member of Burke’s Board of Trustees, Burke’s Chief Executive Officer; and/or an agent of the Burke who exercises discretion in the planning, recommending, selecting, or contracting of the contract. *(See Assurances Agreement, Part I.)*

**LOCAL PUBLIC OFFICIAL** (with respect to Burke) -a member of Burke’s Board of Trustees; or another Burke officer who exercises responsibilities beyond those that are advisory in nature. *(See Assurances Agreement, Part I.)*

## MINIMUM REQUIREMENTS FOR 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 services schedule for HVAC Maintenance and services;
3. Have a satisfactory record of performance, integrity, and ethics;
4. Be otherwise qualified and eligible to receive an award;
5. Consistently maintain and allocate enough certified / licensed staff to provide timely service for Burke’s needs;

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.

### CONDITIONS FOR SUBMITTING BIDS

**BID COMPLIANCE:** All 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.

**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.

**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.

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

### REQUIRED BIDDER SUBMISSION CONTENT / CHECKLIST

Bidder shall provide with bid response, all requested bid submission content. Failure to provide any of this information will 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. 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. All bids that are submitted between the opening and closing date and time become the property of Burke and will not be returned to the Bidder. Bids received after the closing date and time will be returned unopened.

**Bid submission documents shall be sealed in an envelope, clearly marked, "Sealed Bid RFB #110 FHVS" and shall include ALL of the following:**

- Clearly marked envelope with "**Sealed Bid RFB #110 FHVS**" written on it.
- One (1) original sealed bid.
- Two (2) copies of information submitting, included with your sealed bid.
- A written detailed description of your organization and the service(s) it will provide per the RFB Scope of Work and Specifications, titled "**Description of Organization.**"
- Exhibit A- two (2) parts; **Part I. "Bidder's Assurances of Agreement"**; signed and dated by an authorized representative of the Bidder Firm and/or the individual submitting the bid, AND Part II. "Conflict of Interest form;" filled out where applicable, if any. Regardless, box 7 must be signed and dated.
- Exhibit B- "**References**" from at least three (3) businesses where your company provides similar services.
- Exhibit C- "**Bid Pricing Quotes For Burke's RFB #110 FHVS-HVAC Maintenance and Services**"; signed and dated by an authorized representative of the Bidder Firm and/or the individual submitting the bid.
- Exhibit D- "**Exceptions and Substitutions**" (considered a part of the bid) as well as any relevant information or documents if applicable; signed and dated by an authorized representative of the Bidder Firm and/or the individual submitting the bid.

- Exhibit E- “**Lobbying Certification;**” signed, dated and other fields requiring completion of information.
- Exhibit F- “**Request for Taxpayer Identification Number and Certification,**” most recent Form W-9 (Rev. March 2024); completed in all applicable fields and signed and dated by appropriate authorized representative.
- Credentials (where applicable) such as certifications, licenses, compliance, or ability to comply with relevant HHSC rules, accessibility, financial solvency, and all requested insurances.
- If you are certified as a HUB and/or a Minority /Woman /Disadvantaged Business Enterprise, and wish for Burke to recognize your status, please submit your certification and any relevant documentation that is required for verification.

### BID SUBMISSION INSTRUCTIONS

**BID CLOSING DATE, TIME and LOCATION is JULY 19, 2024 at 5:00 p.m. at Ex S. Medford Drive, Lufkin, Texas 75901.** All bid responses and all requested bid submission content must be submitted before the closing date and time at the location specified. The official time and date submitted shall be determined by the time/date stamp when received at location. Faxed responses shall not be accepted.

**All bids that are submitted between the opening and closing date and time become the property of Burke and will not be returned to the Bidder. Bids received after the closing date and time will be returned unopened and shall be considered void and unacceptable.**

**SUBMIT BY MAIL or in PERSON,** all required bidder submission content in one envelope, clearly marked “**Sealed Bid RFB #110 FHVS**”. The original must be signed and dated by an authorized representative of the Bidder Firm or the individual submitting bid.

**SUBMIT BIDS TO:** Burke Business Services | Attn: Jennifer H. Collins | 2001 S. Medford Dr. | Lufkin, Texas 75901

### QUESTIONS SUBMISSION INSTRUCTIONS

Questions shall be emailed to [jennifer.collins@myburke.org](mailto:jennifer.collins@myburke.org) by Thursday June 27, 2024. Every effort will be made to answer questions by July 2, 2024. Questions will not be accepted or answered in person, by phone, fax, or letter. Vendors may not contract other Burke employees to ask questions or receive answers.

### BID GUIDELINES

**ALTERING BIDS:** Any corrections, deletions, or additions to bids 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, via email, [jennifer.collins@myburke.org](mailto:jennifer.collins@myburke.org), subject line in email should say RFB #110 FHVS. The signatures on the form and letter must be original and of equal authority as the signatures on the offer.

**BID SUBMISSION SPECIFICATIONS:** Where brand names are specified, bids on alternate brands will be considered, provided they meet specification requirements.

**CHANGES TO BID AFTER BID SUBMISSION:** A bid price may not be altered or amended after bid has been submitted and opened by reviewer. No increase in price will be considered after bid is reviewed and scored. A Bidder may reduce its price provided that it is the lowest and best bid among the bidders and is otherwise entitled to the award. Material changes to a bid, after the bid has been opened will result in cancelation of the procurement process without award.

**CHANGES TO RFB BEFORE CLOSING DATE AND TIME:** Any interpretations, corrections, or changes to the Request for Bid (RFB) and specifications, prior closing date, and time, shall be made by written addenda. Sole issuing authority of addenda shall be vested in the RFB Evaluation Committee. Addenda shall be mailed to all who are known to have received a copy of the Request for Bid. Upon issuance, all such addenda become 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 by either mail or email.

**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 in Exhibit D 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 conducted in strict accordance with any and/or none of the exception(s)/substitution(s) as deemed to be in the best interest of Burke.

**INVALID BIDS:** Bids will be invalid and not considered under the following circumstances:

1. If the bid or any of the requested bid submission documents is received after the closing time and date;
2. If a bid has incorrect information on the envelope, e.g., wrong opening date, which results in it not being considered for award;
3. If the bid or any of the requested bid submission documentation is not signed and dated (where applicable);
4. If there is a material failure to comply with the specification requirements
5. If the bid or any of the requested bid submission documents is missing;
6. If any of the minimum requirements for prospective Bidders is not met;
7. If there are any material changes to bid after bid has been opened.
8. If the Bidder is currently held in abeyance or barred from the award of a federal or state contract.

**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.

**LATE BIDS:** Late Bids received after the closing time and date shall be returned unopened. Burke is not responsible for lateness of mail, carrier, etc. The official time shall be determined by the time/date stamp when received by the designated staff at Burke's specified location. Burke is not responsible for lateness of mail, carrier, etc.

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

**MODIFICATIONS:** Burke reserves the right to modify the general description on the advertising notice and Scope of Services and Specifications, by issuing written addenda to Bidder of any such modifications.

**NEGOTIATIONS:** Burke reserves the right to negotiate with Respondents determined to have a reasonable chance of being selected. All such Respondents shall be afforded fair and equal treatment with respect to such negotiations, and no such Respondent shall be given information that would give that Respondent a competitive advantage over any other.

**PUBLIC INSPECTION:** All bid submissions 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.

**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.

**WITHDRAWAL OR CANCELATION OF BID SUBMISSION:** Bidder may withdraw or cancel a bid upon written request at any time prior to the bid closing date and time. The signature on the withdrawal letter must be original and must be of equal authority as the signature of the Bidder.

**EVALUATION PROCESS and CRITERIA**

The evaluation process is as follows.

1. All bids, received by the date and time, will be reviewed by Burke.
2. Bidders meeting the requirements and criteria may be invited to interview with Burke to further clarify the evaluation of bids, if deemed necessary.
3. Visits may be conducted to potential service contractors.
4. Based on result ranking of the bids one or more Bidders may be asked to participate in negotiation with Burke.
5. Additional information, such as copies of the Bidder’s Organizational Policies, Procedures and Quality Assurance documents, may be requested during contract negotiations.

The award will be made to the Respondent(s) whose offer(s) provides the best value for Burke and is in the Burke’s best interest, as defined in §2155.074, Government Code. The following criteria and assigned weight will be used to evaluate all RFBs.

A.	Ability to meet written procedures and policies in SOW, specifications, and potential contract.	35 %
B.	Demonstrated reliability, timeliness, and compliance with it business operations through personnel and under supervisory leadership.	30 %
C.	Submitted bid quote pricing.	30 %
D.	Demonstrated experience and quality through services provided to current or previous clients.	5 %
	<b>TOTAL</b>	<b>100 %</b>

**SUCCESSFUL BIDDER INFORMATION**

**ADVERTISING:** Vendor shall not advertise or publish without Burke’s prior written consent the fact that Burke has entered into a contract, except to the extent necessary to comply with proper requests of information from an authorized representative of the federal, state, or local government. Vendor is prohibited from using contract award information, sales/values/volumes in sales brochures or other promotions, including press releases, unless prior written consent is obtained from Burke.

**APPLICABLE LAW AND VENUE:** The contract issued by way of this RFB shall be governed, construed, and interpreted under the laws of the State of Texas. Venue for any litigation arising under the contract shall lie in Angelina County, Texas.

**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.

**BUSINESS ASSOCIATE:** The selected vendor agrees that they may be a Business Associate as that term is defined under 45 CFR 164.502(e), 164.504(e), 164.532(d) and (e), and as such, will execute a Business Associate Agreement with BURKE concurrent with the execution of any contract or agreement for services.

**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. Additionally, no contractor who develops or drafts specifications, requirements, statements of work and/or procurement documents will bid or submit a Bid for award.

**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.

**CONTRACT MONITORING:** 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.

**CRIMINAL AND BACKGROUND CHECKS:** Successful Respondent(s) must ensure that no person will provide Services under a Contract with the Burke if that person has been convicted of any of the offenses listed in the Texas Health and Safety Code, Section 250.006(a).

**ELIGIBILITY TO WORK IN THE UNITED STATES:** Successful Respondent(s) shall ensure that it and each person who provides services under a Contract is eligible to work in the United States at the time he/she provides Services and shall document such eligibility using USCIS Form I-9 for all such persons and maintain such documentation for at least six (6) years after the Contract ends, and make such documentation available to Burke upon request.

**FUNDING:** The contract is made contingent upon the continuation of federally funded programs, or the continued availability of state or local funds to cover the full term and cost. The contract is subject to termination, without penalty, either in whole or in part, if funds are not appropriated or are discontinued. In this instance, Burke may cancel this contract by giving thirty (30) days written notice to the Contractor.

**INSURANCE:** Successful Bidder must provide proof of insurance coverage as requested in this RFB and must maintain, at all times during the performance under the term of the contract insurance coverage not less than the following amounts per policy year:

- A. General Liability: \$2,000,000 per claim / \$3,000,000 aggregate of all claims  
(General Liability policy shall also include a waiver of subrogation in favor of Burke.)
- B. Worker's Compensation in accordance with Texas Statutory Requirements.  
(Worker Compensation policies shall also include a waiver of subrogation in favor of Burke.)

C. Employer Liability: \$1,000,000 per accident, \$1,000,000 per disease per employee, \$1,000,000 disease policy limit

D. Automobile Liability: \$1,000,000 combined single limit with hired and non-owned coverage included  
If successful respondent's owned vehicle is used in the provision of goods / service to the contract.

If vehicle is not owned by successful respondent is used in the provision of goods / services to the contract, the owner must maintain State of Texas required basic insurance coverage at all times.

And such other insurance coverage, each to the extent required and in such amounts as may be reasonably required by Burke or as may otherwise be required by applicable law.

Successful Respondent is responsible for obtaining and maintaining any riders or other documents necessary to ensure that the coverage described above includes the Services. A legally qualified insurance company acceptable to Burke must underwrite all insurance coverage listed above. Each policy evidencing such coverage shall name Burke as an additional insured on that policy (but specifically excluding policies of personal automobile liability), and shall contain a provision (to the extent legally permitted) that the insurance company shall give Burke as a certificate holder thirty (30) days written notice in advance of (a) any cancellation or non-renewal of the policy, (b) any reduction in the policy amount, (c) any deletion of additional insureds, or (d) any other material



modification of the policy. Successful Respondent will name Burke as additional insured on each policy within 14 days of being awarded a Contract by Burke.

**INVOICES** shall show all information as required and shall be delivered to Burke Business Services at 2001 S. Medford Dr., Lufkin Texas 75901 or emailed to the individual identified in the contract.

**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.

**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.

**SUCCESSFUL BIDDER SHALL** defend, indemnify, and hold 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.

**TERMINATION OF CONTRACT:** Should the successful Vendor not meet the requirements of the contract, Burke may terminate the contract within thirty (30) days with written notice. In this case, Burke may award the remainder of the contract to the next best Vendor.

#### **PROTEST PROCEDURES**

Any Bidder wishing to protest or appeal the selection process must do so, in writing, within seven (7) calendar days of the date of notification of the unsuccessful bid in order to be considered. Protest or appeal letter must be titled "Protest Demand Letter" and must include:

1. Bidder Firm and Contact Name, address, phone number, email address and fax number (if applicable)
2. Clearly and specifically state the nature of the protest, including Burke's decision which the Bidder is protesting or appealing;
3. Approximate Date of Burke's decision which the Respondent is protesting or appealing and;
4. Any additional information not listed to those who will make the decisions in the protest/appeal process.

**Send letter, via certified mail to:** Burke | Attn: CEO | 2001 S. Medford Dr. | Lufkin, Texas 75901

EXHIBIT A (Part I of II Parts)

**PART I.-BIDDER'S ASSURANCES AGREEMENT**

*(Refer to "Definitions" section for particular terminology regarding Burke and Tx. Government Code)*

The undersigned does make the following assurances that:

1. The Bidder is not currently held in abeyance or barred from the award of a federal or state contract.
2. 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.
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. Respondent will ensure that no person on the basis of race, color, national origin, religion, sex, age, sexual orientation, gender identity, genetic characteristics, veteran status, disability, or political affiliation, will be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any Contract, under any of the policies of HHSC or Burke.
5. The RFB response submitted by the Bidder has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
6. 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.
7. Respondent agrees to follow all applicable federal, state, county, and local laws, regulations, codes, standards, and all applicable Burke policies and procedures if chosen as the Successful Respondent.
8. No employee, local government officer or any family member thereof has directly or indirectly received any gift(s) with an aggregate value of more than \$100 in the 12-month period preceding the date the local government officer becomes aware that Burke is considering entering into a Contract with Respondent, but excluding a political contribution defined by Title 15 of the Texas Election Code, or food accepted as a guest. If Respondent is unable to make this affirmation, then Respondent must disclose any knowledge of such interests by including a completed Form CIQ, a copy of which is attached to this *Attachment C*, with the submitted Bid.
9. Respondent does not have a family relationship with a local government officer of Burke. If such family relationship exists, Respondent must disclose any knowledge of such relationships by including a completed Form CIQ, a copy of which is attached to this Assurances Document with the submitted Bid.
10. Respondent does not have any employment or business relationship with any corporation or other business entity with respect to which any local public official of Burke or any family member thereof serves as an employee, officer, or director, or holds an ownership interest and no local public official of Burke or family member thereof has an employment or business relationship with Respondent or holds an ownership interest in Respondent. If Respondent is unable to make this affirmation, then Respondent must disclose any knowledge of such relationships in a written statement included with this signed Assurances Document.
11. Respondent shall disclose in a written statement included with this signed Assurances Document whether any of the directors or personnel of Respondent has either been an employee or a trustee of Burke within the past two (2) years preceding the date of submission of the Bid. This requirement applies to all personnel, whether or not identified as a Key Person. If such employment has existed, or any term of office being served, include in the written statement the nature and time of the affiliations as defined.

12. Respondent does not have any employment or business relationship with any corporation or other business entity with respect to which any local government officer of Burke either serves as an employee, officer, or director, or holds an ownership interest of one percent or more, and no local public official of Burke or family member thereof has an employment or business relationship with Respondent or holds an ownership interest in Respondent. If Respondent is unable to make this affirmation, then Respondent must disclose any knowledge of such relationships by including a completed form CIQ, a copy of which is attached to this *Attachment C*, with the submitted Bid.
13. No former employee or officer of HHSC and/or Burke directly or indirectly aided or attempted to aid in procurement of Respondent's service.
14. No local government officer or family member thereof is receiving or is likely to receive taxable income, other than investment income, from Respondent. If Respondent is unable to make this affirmation, then Respondent must disclose any knowledge of such relationships by including a completed form CIQ, a copy of which is attached to this *Attachment C*, with the submitted Bid..
15. Under Section 231.006, Family Code, the vendor, or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. For purposes of the foregoing sentence, "vendor or applicant" shall mean Respondent; contract, bid or application shall mean the Bid; and "this contract" shall mean any Contract awarded to a Successful Respondent pursuant to this RFB.
16. Respondent is in good standing with all state and federal funding and regulatory agencies; is not currently debarred, suspended, or otherwise excluded from participation in federal, state, county or city contract or grant programs; is not delinquent on any repayment agreements; has not had a required license or certification revoked; has not had a contract terminated by HHSC; and has not voluntarily surrendered an obligation issued by HHSC or any other entity within the past three (3) years.
17. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Respondent agrees that the Contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that Subchapter.
18. Respondent has received all attachments to the RFB as distributed by Burke.
19. Respondent agrees to provide the Services described in this RFB at the rate(s) of payment described in the Bid.
20. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms, and conditions of the RFR.
21. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms, and conditions of the RFB.
22. The Bidder accepts Burke's right to cancel the RFB at any time prior to contract award.
23. Respondent accepts the terms, conditions, criteria, and requirements set forth in the RFB.
24. Unless otherwise required by law, the information in the bid submitted by Respondent has not been knowingly disclosed by Respondent to any other Respondent.
25. Respondent accepts Burke's right to alter the timeline calendar for procurement as set forth in the RFB.

26. The individual signing this document and any subsequent contract (if necessary) is authorized to legally bind the Bidder.

The Business 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.

---

Authorized Representative Signature / Title

---

Date

---

Authorized Representative Printed Name / Title

---

Business / Organization Name

---

Address, City, State and Zip Code

---

Phone Number

---

Email Address

EXHIBIT A (Part II of II Parts)

**PART II. CONFLICT OF INTEREST QUESTIONNAIRE**

Please fill out the attached Conflict of Interest (COI) form or retrieve it from following website:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

**A signature is required in Box 7 regardless of any other entry on the form**

**This form must be submitted, as requested, in the REQUIRED BIDDER SUBMISSION CONTENT.**

**CONFLICT OF INTEREST QUESTIONNAIRE  
For Vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*  
(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

# FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

**1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**EXHIBIT B**  
**REFERENCES**

Please provide at least three (3) separate corporate references where similar services have been provided by Respondent's organization. Please do not include references from Burke, ETBR or ETBHN. Include the name of organization, contact name, address, telephone number, description of services, fax number (if any), and email address.

**REFERENCE 1**

Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number \_\_\_\_\_

Fax: if none mark "N/A" \_\_\_\_\_ Email: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

**REFERENCE 2**

Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number \_\_\_\_\_

Fax: if none mark "N/A" \_\_\_\_\_ Email: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

**REFERENCE 3**

Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number \_\_\_\_\_

Fax: if none mark "N/A" \_\_\_\_\_ Email: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

**EXHIBIT C**  
**BID PRICING QUOTES FOR BURKE'S RFB #110 FHVS-HVAC MAINTENANCE AND SERVICES**

<b>Burke Facility Locations</b>	<b>Occupancy Type</b>	<b>Square Footage</b>
<b>Angelina MHC</b> 1522 W. Frank Lufkin, Texas	Mental Health Clinic Offices-Commercial	32,700
<b>Burke Ind.-Angelina</b> 2215 N. John Redditt Lufkin, Texas	Workshop-Commercial	10,550
<b>Kirbyville MHC</b> 910 S. Margaret Jasper, Texas (Jasper Co.)	Commercial	6,000
<b>Burke Ind.-Nacogdoches</b> 1718 S. University Nacogdoches, Texas	Workshop-Commercial	7,200
<b>Burke Ind.-San Augustine (front)</b> 583 El Camino Crossing San Augustine, Texas (San Augustine Co.)	Workshop-Commercial	5,000
<b>Burke Ind.-San Augustine (back)</b> 583 El Camino Crossing San Augustine, Texas (San Augustine Co.)	Workshop-Commercial	6,000
<b>Business Services</b> 2003 S. Medford Dr. Lufkin, Texas	Office-Commercial	6,587
<b>Central Administration</b> 2001 S. Medford Dr. Lufkin, Texas	Office-Commercial	10,275
<b>Cherry ALU</b> 2308 Cherry Lufkin, Texas	Residential	2,196
<b>Consumer Benefits</b> 5002 Lotus Lane Lufkin, Texas	Office-Commercial	2,298
<b>Cunningham</b> 1010 Cunningham Lufkin, Texas	Residential	2,303
<b>DD Authority</b> 1915 Old Mill Rd. Lufkin, Texas	Office-Commercial	9,688
<b>DD Provider</b> 2105 N. Johan Redditt Dr. Lufkin, Texas	Office-Commercial	6,550
<b>Diboll House</b> 200 Stubblefield Lufkin, Texas	Residential	2,537
<b>ECI (Early Childhood Intervention)</b> 2211 N. John Redditt Dr. Lufkin, Texas	Office-Commercial	2,537
<b>ETBHN</b> 2704 Homer Alto Rd. Lufkin, Texas	Pharmacy-Commercial	4,265
<b>ETBHN (Warehouse) / BURKE (Maintenance)</b> 2704 Homer Alto Rd. Lufkin, Texas	Warehouse-Commercial	1,940



**EXHIBIT C (cont.)**

**BID PRICING QUOTES FOR BURKE'S RFB #110 FHVS-HVAC MAINTENANCE AND SERVICES**

<b>Burke Facility Locations</b>	<b>Occupancy Type</b>	<b>Square Footage</b>
<b>Freeman ALU</b> 3224 Freeman Lufkin, Texas	Residential	3,569
<b>Houston County MHC</b> 1401 W. Austin Crockett, Texas (Houston Co.)	Mental Health Clinic Offices-Commercial	6,000
<b>Kirbyville House</b> 703 W. Martin Luther King Kirbyville, Texas (Jasper Co.)	Residential	2,471
<b>Lotus Lane</b> (#1 office, #2-13 residences) 1802 Lotus Lane Lufkin, Texas	Office and Residential	Office #1- <b>540 sq. ft.</b> Residence #2,5,7,9,10,12- <b>510 sq. ft. ea.</b> Residence # 3,4,6,8,11- <b>377 sq. ft. ea.</b> Residence #13- <b>442 sq. ft.</b>
<b>MHEC</b> 105 Mayo Place Lufkin, Texas	Mental Health Emergency Center Offices-Commercial	16,000
<b>Nacogdoches House</b> 2712 S. E. Stallings Dr. Nacogdoches, Texas	Residential	4,496
<b>Nacogdoches MHC</b> 3824 N. University Dr. Nacogdoches, Texas	Mental Health Clinic Offices-Commercial	32,580
<b>Newton Home</b> 817 McMahon Newton, Texas (Newton Co.)	Residential	2,468
<b>Oleta Group Home</b> 1202 Oleta Lufkin, Texas	Residential	2,523
<b>Oscar Berry</b> 776 N. FM 1194 Lufkin, Texas	Residential	1,601
<b>Pineland Home</b> 707 S. Temple Pineland, Texas (Sabine Co.)	Residential	2,537
<b>Polk County MHC</b> 1100 Ogletree Livingston, Texas (Polk Co.)	Mental Health Clinic Offices-Commercial	9,300
<b>Veteran's Building</b> 3003 N. Medford Dr. Lufkin, Texas	Offices-Commercial	2,500
<b>Westbay Home</b> #46 West Bay Jasper, Texas (Jasper Co.)	Residential	2,771
<b>Whitehouse</b> 305 Whitehouse Lufkin, Texas	Residential	1,626

**BID PRICING QUOTE**

<b>Facility Type &amp; Count</b>	<b>Regular Hours Hourly Rate</b>	<b>After Hours Hourly Rate</b>	<b>Mileage Charge (if any) and Reason</b>
24 Residential			
20 Commercial (offices, workshops, warehouse, pharmacy)			

*\*Attach another piece of paper if necessary\**

**EXHIBIT C (cont.)**  
**BID PRICING QUOTES FOR BURKE'S RFB #110 FHVS-HVAC MAINTENANCE AND SERVICES**

Other charges not included: *(If applicable write cost and a description of it. If not applicable write "N/A.")*

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The attached bid is being submitted in response to the **RFB #110 FHVS**. The bid is a firm and open offer and shall remain valid for one hundred twenty (120) days from the date of this document.

Burke in its sole and absolute discretion has the right to award contracts for any or all materials listed in each bid, has the right to reject any and all bids and shall not be bound to accept the lowest bid and shall be allowed to accept the total Bid of any one vendor.

I understand that this bid will be reviewed and evaluated according to the procedures indicated in this RFB.

\_\_\_\_\_  
Authorized Representative Signature / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Printed Name / Title

\_\_\_\_\_  
Business / Organization Name

**EXHIBIT D**

**EXCEPTIONS AND SUBSTITUTIONS**

**Bidders taking exceptions or substitutions to the specifications, term and conditions shall state them in this section as provided in Exhibit D as part of the bid.**

Indicate the Bidder exception(s) / substitution(s) by listing them in the comments sections and include any relevant information or documents by titling them “Exceptions and Substitutions Information.”

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.

**Burke shall hold the resultant Contractor responsible to conducted in strict accordance with any and/or none of the exception(s)/substitution(s) as deemed to be in the best interest of Burke.**

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative Signature / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Printed Name / Printed Title

\_\_\_\_\_  
Business / Organization Name

**EXHIBIT E**  
**LOBBYING CERTIFICATION**

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

- 1) No federal 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 an 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, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal 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 this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

**This certification 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 \$10,000 and not more than \$100,000 for each such failure.**

\_\_\_\_\_  
Authorized Representative Signature / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Printed Name / Printed Title

\_\_\_\_\_  
Business / Organization Name

## EXHIBIT F

### TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Please retrieve the Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. March 2024) from the following website: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**Vendors are to this form and submit, as requested, in the REQUIRED BIDDER SUBMISSION CONTENT.**