



**REQUEST FOR BID (RFB) #100 MHFS
for
MENTAL HEALTH EMERGENCY CLINIC (MHEC) MEAL SERVICES**

**RFB Notice Published: November 2, 2025
RFB Opens/Posted: November 3, 2025
RFB Closing: December 15, 2025-3 pm**

BURKE is seeking Bids for the provision of meal services for our clients at Burke's Mental Health Emergency Clinic (MHEC).

RFB NOTICE AND DOCUMENT may be obtained, via Burke's website at www.myburke.org, at Burke's Central Administration Building at 2001 S. Medford Dr. Lufkin, Texas 75901, or on Texas SmartBuy's Electronic State Business Daily (ESBD) website.

The initial contract period shall commence on Monday February 3, 2026, and will continue until February 1, 2028 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 (4) years.

BID CLOSING DATE and TIME is December 15, 2025 at three (3) p.m. All Bids must be submitted between the opening date and the closing date and time and will become the property of Burke and not returned. Bids submitted after the closing date and time will not be considered.

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 Respondent 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 Respondent 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.

RFB # 100 MHFS TIMELINE CALENDAR

RFB Posted	NOVEMBER 2, 2025
RFB Opens	NOVEMBER 3, 2025
Questions Due	NOVEMBER 16, 2025 by 12 noon
Answers Posted*	NOVEMBER 19, 2025 <i>*Burke will make every effort to post on this date*</i>
RFB Closing	DECEMBER 15, 2025-3 pm
Anticipated Award Date	JANUARY 7, 2026
Performance Begins	FEBRUARY 2, 2026

SCOPE OF SERVICES and SPECIFICATIONS

Bidder shall consider the following key points:

Contractor shall provide two (2), adult size portioned, hot, nutritious meals, two (2) times a day, seven (7) days a week for MHEC's lunch and supper meal periods. MHEC does not close on weekends and holidays and will need meals provided during those times. MHEC will communicate daily with Contractor regarding an estimate of the number of clients per meal per day but Contractor shall take into consideration that those numbers will fluctuate. Contractor will be subject to and abide by all Federal, State and Local laws. Burke is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, the Bid shall not include taxes.

By providing continuously consistent quality food, appropriately adult sized portions and timely services, from the Contractor, will be key in meeting the nutritional needs for our Burke clients.

- a. MHEC food service will require Contractor to provide adult portioned, individually packaged, nutritionally balanced, hot meals, two (2) times a day, seven (7) days a week for the life of the contract, which shall include weekends and holidays.
- b. Contractor shall be willing and available to communicate with MHEC, on a daily basis, multiple times a day, to discuss the number of meals needed for MHEC's lunch and supper meal periods, special diet meal(s), time(s) and location(s) of pick up or delivery or any issue(s) that may arise.
- c. Contractor shall be able to provide the number of meals, as requested, for special diets in place of regular meals, which shall include but is not limited to diabetic, renal, cardiac, vegan, gluten-free, and meals based on religious restrictions, etc.
- d. Communication regarding number of meals per meal period, between MHEC and Contractor, shall occur two hours prior MHEC's meal period hours.
- e. MHEC meal period hours are as follows: (Lunch-11am-1 pm) (Supper- 4pm-6pm).
- f. The number of meals needed, per meal period, per day may fluctuate. MHEC can estimate that the number of meals per meal will typically range from five (5) to sixteen (16) meals, averaging about nine (9) meals per meal period per day.
- g. Provide a "sample" menu for one (1) week, seven (7) days. It shall be similar to, if not exactly to what will be served in rotation to MHEC for the lunch meal period. Each sample menu shall include at least:
 1. The adult portioned serving size of each item in the meal; and
 2. Caloric intake for entire meal.

- h. Provide a description of one (1) meal for one (1) category of a special diet.
- i. Provide documentation of the guidelines Contractor adheres to for standard(s) for food safety, make sure it includes transportation, storage, nutritional info and serving size portions.
- j. All meals provided to MHEC shall adhere to the same serving sizes and similar caloric intake for each meal, each meal period, according to the nutritional guidelines Contractor adheres to.
- k. The same meal shall not be served more than once time (1x) during a four (4) day time span.
- l. Each meal period, the meals shall be delivered to MHEC or ready for MHEC to pick up must be altogether.
- m. All meals, shall be provided in individual meal container(s), shall be **hot and include at least one (1) adult serving of a meat, two (2) adult size servings of sides, and one (1) bread, with the exception of any requested special diet.**
- n. One (1) side serving shall be starch i.e.: rice, potatoes, pasta, etc. The second (2nd) side serving shall be a vegetable(s). The bread item shall be bread slice(s), roll(s) or cornbread.
- o. Provide a written description and photographs, if any, of the type of packaging prepared meals will be contained in. Also include the description of packaging for any condiments, gravies, sauces, seasonings, toppings, dressings etc., and utensils, if any.
- p. Describe how meals will be kept at appropriate food safety temperature standards while in transport for delivery; while waiting to be delivered, and/or picked up by Burke staff.
- q. Contractors providing delivery services: Describe the method of transportation of meals, the length of time and mileage it will take to deliver meals to Burke MHEC.
- r. Local Contractors not providing delivery services: Provide a description of location at business where Burke MHEC staff can pick up meals.
- s. Provide a complete written description and plan of Contractor's participation and responsibility in order to provide the services specific to the scope of services. Include any expectations, roles responsibilities Contractor may have of Burke.
- t. Provided and describe any additional information pertinent to the scope of services for this bid.

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.)*

MATERIAL FAILURE - A variance or deviation in 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 RESPONDENT

A prospective Respondent must affirmatively demonstrate Respondent's responsibility. A prospective Respondent 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;
3. Have a satisfactory record of performance, integrity, and ethics;
4. Be otherwise qualified and eligible to receive a Contract 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 Respondent 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 Respondent shall 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: Respondent 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 RESPONDENT SUBMISSION CONTENT / CHECKLIST

Respondent shall provide all requested submission content which shall be signed, printed, titled, and dated where prompted. **All signatures shall be from an Authorized Representative of the business.** Failure to provide any of this information or sign, print, title, or date will result in rejection of Bid.

Bid submission documents shall include ALL of the following:

Submittal format shall include, titled sections in their respective order, according to the Exhibit letter and name of Exhibit as shown below in this section. **All Exhibits shall be signed, titled and dated where prompted or created when including an Exhibit Respondent is creating.** The order of attachments is as follows:

- **1. Attach as Exhibit A titled "Description of Organization"**
Include:
 - a. Company background information including principal place of business, length of existence, expertise, management structure, and any other information that demonstrates relative qualifications and experience.
 - b. Identify the proposed Project Manager, any proposed Management team including key personnel, their specific role(s) and job titles pertinent to this RFB.
 - c. A description of the Contractor's experience with services similar to the one described herein.
- **2. Attach as Exhibit B and title it "Descriptive Literature"**

Include the following: Illustrative or descriptive literature, brochures, etc., that provide additional information regarding your business, pertinent to the services in this RFB, if any.

- ☐ **3. Attach as Exhibit C and title it “Exhibit C-Scope of Services Materials” Include the information that is requested in Scope of Services and Specifications” section.**
- ☐ **4. Already attached as Exhibit E in two (2) parts as Exhibit E I.- titled “Respondent’s Assurances of Agreement” AND E II.- titled “Conflict of Interest”**
- ☐ **5. Already attached as Exhibit F titled “References”**
- ☐ **6. Already attached as Exhibit G titled “Exceptions and Substitutions”**
- ☐ **7. Already attached as Exhibit H titled “Lobbying Certification”**
- ☐ **8. Already attached as Exhibit I titled “Request for Taxpayer Identification Number and Certification”** **Current W-9 copy is a requirement of submission content and must accompany all Bids**
- ☐ **9. Already attached as Exhibit J titled “Credentials”**
(Where applicable) provide copies of certifications, licenses, compliance, and ability to comply with relevant HHSC rules, and all requested insurances.
Current certificate of insurance is a requirement of submission content and must accompany all Bids
- ☐ **10. Already attached as Exhibit K titled “Historically Underutilized Business (HUB)/Disadvantaged Business Enterprise (DBE) Acknowledgement”**
- ☐ **11. Attach as Exhibit L titled “Exhibit L Bid Pricing”**
**Please note, Burke is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the Bid shall not include taxes.*
Include:
 1. Cost per meal, for lunch and supper and discounted cost for bulk purchasing.
 2. Monthly costs for one (1) thirty (30) day month and one (1) thirty-one (31) day month.
 3. Any additional costs that will be associated with the provisions in this RFB.
 4. Explain ALL costs beside the cost provided.

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

QUESTIONS SUBMISSION INSTRUCTIONS

Burke will provide for questions, related to the Scope of Work, to be submitted. They shall be submitted by the time and date deadline; see the timeline in this RFB. Questions shall be emailed to jennifer.collins@myburke.org Any questions received after the deadline date and time will not be posted with an answer. Questions will not receive an answer through an email response, in person, by fax, phone or text. Questions asked to or answers provided by someone else other than the email above will not be valid. Once questions have been submitted in accordance to the instructions, a Q&A document will be posted on Texas SmartBuy’s Electronic State Business Daily (ESBD) website and Burke’s website, under this bid posting. Burke will make every effort to post the Q&A document by the appointed time as shown on the timeline in this RFB. It will be the sole responsibility of the Respondent to check the websites and retrieve all related documents prior to the RFB closing date.

BID GUIDELINES

ADDENDA TO RFB BY AUTHORITY BEFORE CLOSING: Any interpretations, corrections, deletions additions or changes to the Request for Bid (RFB) package, prior to closing date and time, of the solicitation, may be made by posting to the Electronic State Business Daily (ESBD) website or the Burke website under this bid. It will be the sole responsibility of the Respondent to review both websites and check for Bid addenda prior to submission and or the deadline date and time. Upon issuance, all such addenda become an inseparable part of the specifications which must be met for the offer to be considered.

ADDENDA TO RFB BY RESPONDENT: Any interpretations, corrections, deletions, additions or changes to Bids may be made by Respondent, shall be made ONE (1) week, SEVEN (7) days, PRIOR to deadline of the closing date and time. Respondent may submit their addenda to their RFB submission by mailing jennifer.collins@myburke.org The Respondent shall title the subject line in email “**BID ADDENDA BY RESPONDENT-RFB #100 MHFS**”. The Respondent shall provide, in the email body, clearly documented the changes, submit substitute pages in PDF format, and the number of specific pages for substitution. Each page submitted shall be signed and dated by the same individual that signed and dated the original Bid or that of an Authorized Representative. Respondent will receive an acknowledgement of receipt for their addenda before the Bid deadline time and date.

BIDSUBMISSION SPECIFICATIONS: Where brand names are specified, Bids on alternate brands will be considered, provided they meet specification requirements.

CHANGES TO PRICE BY RESPONDENT AFTER BIDIS OPENED BY AUTHORITY: 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 Bidis reviewed and scored. A Respondent may reduce its price provided that is if the lowest and best Bid among the Respondent 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.

EXCEPTIONS/SUBSTITUTIONS: All Bids meeting the intent of this Request for Bid shall be considered for award. Respondents taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided in Exhibit G as part of the Bid. The absence of such a list shall indicate that the Respondent 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 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 indicated) or signed and dated by an unauthorized signer;
4. If there is a material failure to comply with the specification requirements
5. If the Bid or any of the requested Bid submission documentation is missing;
6. If any of the minimum requirements for prospective Respondent is not met;
7. If there are any material changes to Bid after Bid has been opened.
8. If the Respondent 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 Respondent 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 Respondent 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 Respondent, except for trade secrets and confidential information contained in the Bid and identified by the Respondent 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 Respondent 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 BIDSUBMISSION: Respondent 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 Respondent.

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. Respondents meeting the requirements and criteria may be invited to interview with Burke to further clarify the evaluation of Bid, if deemed necessary.
3. Visits may be conducted to potential service contractors.
4. Based on result ranking of the Bids one or more Respondents may be asked to participate in negotiation with Burke.
5. Additional information, such as copies of the Respondent 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 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.	Have adequate financial resources or the ability to obtain such resources, as required	20%
B.	Be able to comply with the required or proposed services	30%
C.	Have a satisfactory record of performance, integrity, and ethics	20%
D.	Be otherwise qualified and eligible to receive a Contract award	20%
E.	Consistently maintain and allocate enough certified/licensed staff to provide timely service	10%
	TOTAL	100 %

SUCCESSFUL RESPONDENT'S INFORMATION

ADVERTISING: Respondent 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. Respondent 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 Respondent 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 Respondent 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 Respondent's 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 Respondent 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 Respondent.

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 Respondent's 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.

And such other insurance coverage, each to the extent required and, in such amounts, 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: All invoices shall show all information as required and shall be emailed to Burke's accounts payable department. Specifics shall be identified in the contract.

NOTICE: Any notice provided by this Bid (or required by Law) to be given to the successful Respondent by Burke shall be deemed to have been given and received on the day of by email OR 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 Respondent's at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

SUCCESSFUL RESPONDENT'S 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 Respondent 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 Respondent.

PROTEST PROCEDURES

Any Respondent 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. Respondent's Business and Contact Name, address, phone number, and email address
2. Clearly and specifically state the nature of protest, including Burke's decision which the Respondent 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 E I. (Part I of II Parts)

PART I-RESPONDENT 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 Respondent is not currently held in abeyance or barred from the award of a federal or state contract.
2. The Respondent 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 Respondent to induce any person or business to submit or not to submit a response.
4. The Respondent 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 Respondent's 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. There is no expressed or implied obligation for Burke to reimburse responding business or individuals for any expenses incurred in preparing Bids in response to this RFB. Burke will not reimburse responding business or individuals 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.
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 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 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 with the submitted Bid.
15. Under Section 231.006, Family Code, the Respondent, 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, "Respondent 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 agrees that it is the sole responsibility of the Respondent to review the Burke website and retrieve all related documents relating to this RFB or any documents from outside sources, required for this RFB prior to any deadline mentioned herein.
19. Respondent agrees to provide the Services described in this RFB at the Bid Pricing/Delivery Rates and terms submitted as part of this 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 RFB.
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 Respondent 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 Respondent's.

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 E II. (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 RESPONDENT'S SUBMISSION CONTENT.

CONFLICT OF INTEREST QUESTIONNAIRE

For Respondent 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 Respondent if:

(2) the Respondent:

- (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 Respondent has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the Respondent;
- (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 Respondent has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the Respondent.

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

(a) A Respondent shall file a completed conflict of interest questionnaire if the Respondent 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 Respondent:
 - (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 Bids or Bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the Respondent 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 Respondent 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 Respondent 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 Respondent who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the Respondent 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 Respondent becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of Respondent 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 Respondent?

☐ Yes

☐ No

B. Is the Respondent 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 Respondent named in Section 1 maintains with a corporation 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 Respondent 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 Respondent doing business with the governmental entity

Date

EXHIBIT F
REFERENCES

Please provide corporate references of at least three (3) separate references that your business has provided this type of service or similar projects. Include all information being asked for references. Your business must agree to authorize your references to furnish information required by Burke to verify references provided. Please do not list a Burke employee as a reference. *(Invalid contact information will result in default of references.)*

REFERENCE 1

Company: _____ Contact Name: _____

Address: _____ Phone Number _____

Email: _____ Is there a contract with this reference? ___ yes OR ___ no

Number of years providing services to this reference: _____

Description of Services Provided: _____

REFERENCE 2

Company: _____ Contact Name: _____

Address: _____ Phone Number _____

Email: _____ Is there a contract with this reference? ___ yes OR ___ no

Number of years providing services to this reference: _____

Description of Services Provided: _____

REFERENCE 3

Company: _____ Contact Name: _____

Address: _____ Phone Number _____

Email: _____ Is there a contract with this reference? ___ yes OR ___ no

Number of years providing services to this reference: _____

Description of Services Provided: _____

EXHIBIT G

EXCEPTIONS AND SUBSTITUTIONS

Respondents 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 exception(s) / substitution(s) by listing them in the comments sections and include any relevant information or documents by titling them "Exhibit G Exceptions and Substitutions Continued."

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 H
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 I

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>

Respondents are to complete and submit the above-mentioned form, as requested in the REQUIRED RESPONDENT'S SUBMISSION CONTENT.

EXHIBIT K

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)/DISADVANTAGED BUSINESS ENTERPRISE (DBE) ACKNOWLEDGEMENT

Please complete section I., section II. then sign and print name, title, and date at the bottom of this form.

SECTION I.

Business Legal Name _____

Address: _____

City _____ State _____ Zip _____

Principal Owner(s) Name _____

Principal Owner(s) Title _____

Principal Owner(s) Phone _____

SECTION II.

Please write your initials beside the statement that applies to your business.

_____ I acknowledge that my business is **NOT** considered a Historically Underutilized Business OR a Disadvantaged Business Enterprise.

_____ I acknowledge that my business **IS** considered to be a Historically Underutilized Business OR Disadvantaged Business Enterprise. **(Complete the remainder of the form, attach your Certification and any relevant documentation.)**

Name of certifying Agency _____

Certification no. _____ Expiration Date _____

Authorized Representative Signature / Title

Date

Authorized Representative Printed Name / Printed Title