



**REQUEST FOR PROPOSAL (RFP) #104 PHSL
for
ON-SITE PHARMACY SERVICES AND PHARMACY SUBLEASE**

RFP NOTICE Published: June 28, 2026 and July 5, 2026

RFP Opens (Posted): July 13, 2026

RFP Closing: July 29, 2026 at 9am

Burke is seeking Proposals from vendors for **ON-SITE PHARMACY SERVICES AND PHARMACY SUBLEASE**. Pharmacy Services will be provided to the participating Burke persons served as well as some employed staff within its eleven-county catchment area. Pharmacy Sublessor will lease one space in Lufkin. Services will also be provided to off-site Burke facilities.

RFP NOTICE AND DOCUMENT may be obtained via Internet at www.myburke.org , at Burke Central Administration Building at 2001 South Medford Drive, Lufkin, Texas 75901, or, www.txsmartbuy.gov/esbd beginning July 13, 2026. The initial contract period shall commence on September 1, 2026, and shall expire on August 31, 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 two-year terms, provided the contract term, including all extension or renewals, does not exceed four years.

PROPOSAL CLOSING DATE, TIME, and LOCATION is July 29, 2026, at 9:00 a.m. at Burke's Central Administration Building, 2001 South Medford Drive, Lufkin, Texas 75901. All Proposal responses and all requested Proposal submission content must be submitted before the closing date and time at the location / E-mail specified. The official time and date submitted shall be determined by the time / date stamp when received at location or by E-mail receipt. Faxed Proposal Responses shall not be accepted.

All proposals that are submitted between the opening and closing date and time become the property of Burke and will not be returned to the Respondent. Proposals received after the closing date and time will not be considered.

Burke will afford full opportunity to submit Proposals in response to this invitation to Historically Underutilized Businesses, 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 Proposal

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.

TIMELINE OF EVENTS

RFP NOTICE Published	June 28 and July 5, 2026
RFP Opens (Posted)	July 13, 2026
12 p.m. Deadline for Vendors to submit questions	July 21, 2026
Post Answers to Vendor questions	July 24, 2026 <i>*Burke will make every effort to post questions on Burke's website by date above*</i>
9 a.m. Deadline for submission of RFP	July 29, 2026
Anticipated Award Date	August 3, 2026
Performance Begins	September 1, 2026

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

The purpose of this Request for Proposal is to provide participating Burke clients with the opportunity to receive a greater scope of services within the continuum of care. Through obtaining an on-site Pharmacy and delivery of pharmaceuticals/pharmacy supplies, which will provide Burke clients and employees with ease of accessibility.

All proposals will consider and include the following conditions for the:

1. ON-SITE PHARMACY LOCATION

(See Attachment A for on-site location and Attachment B for On-Site Pharmacy floor plan.)

- a. Planning the provision of managing and fully staffing an on-site pharmacy in Lufkin;
- b. Provision of a full-time, on-site Pharmacist in charge during Burke's operational hours;
- c. Provision of and billing of pharmacy services for Burke.
- d. Billing client's pharmacy benefit when the client has insurance or third-party coverage, for Burke or other prescribed medications;
- e. Utilizing pharmaceutical assistance programs, and/or cost savings resources to ease the financial demands upon Burke's budget for medication funding where indicated.
- f. Ensure that all pharmaceuticals are labeled and filled in accordance with Federal, Texas State Law and the Texas Board of Pharmacy regulations;
- g. Prepare and dispense medication in a blister pack, as requested;
- h. Prepare any liquid and/or dissolvable psychotropic medication as required;
- i. Prepare and track any injectable medications;
- j. Ability to provide and administer vaccines;
- k. Accept and properly dispose of any unused medication returned by clients, as regulations permit, including expired medication;
- l. Document and maintain records for all prescriptions and services provided, according to State, Federal and Pharmacy Board guidelines;

- m. Prepare a quarterly report which shall include the name and number of prescriptions filled. Report shall be submitted quarterly to the appropriate Burke staff identified in the contract;
- n. Maintain Bi-Directional Interface with Burke's Electronic Health Record for E-Scripts for Burke clients (E.H.R. – Clinical system);
- o. Provide prior authorization for prescription support and services as indicated, according to Pharmacy Board guidelines;
- p. Ability to provide emergency & after-hours medication as requested;
- q. Invoicing Burke in accordance with Burke's accounting requirements;
- r. Explain your process of correcting invoices.
- s. Ability to provide mail order medication.
- t. Ability to provide delivery of medications within a 10-mile radius of Angelina and Nacogdoches Mental Health clinics, with an option to include Polk County Mental Health Clinic service area.
- u. Ability to courier in person delivery of long-acting antipsychotic medications ordered from the pharmacy in Lufkin to the Nacogdoches Mental Health Clinic nursing staff on a weekly, or as required, basis in order for Burke nursing staff to administer these injections in a timely manner, with the option to include Polk County Mental Health Clinic service area.

2. OFF-SITE CLINIC LOCATIONS

(See Attachment A for off-site clinic locations and Attachment B for On-Site Pharmacy floor plan.)

Proposal will consider and include the following:

- a. The planning and provision of potentially arranging additional delivery of medication to off-site clinic locations, as requested.

3. ON-SITE PHARMACY & PHARMACY SUBLEASE SPACE

(Vendor awarded contract will plan, prepare, and provide all equipment, supplies and tools necessary to stock and supply a fully functioning existing pharmacy space in the Angelina Mental Health Clinic in Lufkin, Texas.)

- 4. a. One (1) on-site pharmacy sublease space will be located at Burke Angelina Mental Health Clinic at 1522 West Frank Avenue, Lufkin, Texas 75904, room 127, approximately 378 square feet, \$620 monthly rent.

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

- A. Proposal Submission Instructions and Conditions for Submitting Proposals
- B. Proposal 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.)*

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 Burke who exercises discretion in the planning, recommending, or selecting 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 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 Respondent ability to meet these minimum standards listed above and any other required documentation.

CONDITIONS FOR SUBMITTING PROPOSALS

PROPOSAL COMPLIANCE: All Proposals 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 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: 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 Proposal shall not include taxes.

PROPOSAL SUBMISSION INSTRUCTIONS

Respondents submitting their Proposal by mail or in person shall drop it off at or mail it to Burke Central Administration 2001 South Medford Drive, Lufkin, Texas 75901, Attention: Shelly Zmijowski. Proposal shall be sealed in an envelope, include one (1) original, two (2) copies and shall be marked on the front of envelope:

RFP #104 PHSL ON-SITE PHARMACY SERVICES AND PHARMACY SUBLEASE.

Respondents submitting their Proposal by E-mail shall send it to shelly.zmijowski@myburke.org and write in the subject line: **RFP #104 PHSL ON-SITE PHARMACY SERVICES AND PHARMACY SUBLEASE**

All Proposals shall provide all requested submission content, shall be signed, titled, and dated where prompted. Signatures shall be from an Authorized Representative of the business.

Submittal format shall include a table of contents, titled sections, according to the Exhibit letter and name, as shown in the Required Respondent Submission Content /Checklist, and numbered pages. All Exhibits shall be signed, titled, and dated where prompted.

PROPOSAL CLOSING DATE, and TIME is July 29, 2026, at 9:00 a.m. All Proposal responses / requested Proposals must be submitted before the closing date and time specified. The official time and date submitted shall be determined by the time/date stamp when received at location or emailed time/date. Faxed responses shall not be accepted.

REQUIRED RESPONDENT SUBMISSION CONTENT / CHECKLIST

Any information contained in a Respondent's proposal submission, which is deemed to be proprietary in nature, must be clearly identified by drafting a reference list and providing it with your proposal.

Respondent shall provide all requested submission content which shall be signed, printed, titled, and dated where prompted. **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 Proposal.

Proposal submission shall include ALL of the following:

- ☐ Hard copy submissions shall include one (1) original and two (2) copies and the name and number of the RFP on the front.
- ☐ E-mailed submissions shall include the name and number of the RFP in the subject line.

Format shall include a table of contents, titled sections according to the Exhibit letter and name, as shown below and numbered pages. For hard copy submissions: No submission or submission in part shall be spiral bound or stapled. Hole punched submission in a three-ring binder or held together with brads is acceptable. All Exhibits shall be signed, titled, and dated where prompted. The order of Exhibits 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, breadth of experience and expertise, management structure, and any other information that demonstrates relative qualifications and experience.
 - b. Identify the proposed Project Manager, an organization chart of the proposed Management team including key personnel and their specific roles and job titles.
 - c. A description of the Contractor's experience with services similar to the one described herein.
- ☐ **2. Attach as Exhibit B titled "Scope of Services" Referring to the Scope of Services section of this RFP:**
 - a. All responses shall be listed in order of the respective section. If any exceptions are needed, please write "See Exhibit F Exceptions and Substitutions."
 - b. Contractor's participation and responsibility must be clearly defined. Your company's methodology and project management for implementing a successful project should be clearly defined.
 - c. Burke's participation and responsibility should be clearly defined.
 - d. A proposed project schedule identifying tasks, responsibilities and estimated time commitments. Identify all critical milestones.
- ☐ **3. Already attached as Exhibit C in two (2) parts as Exhibit C I.- titled "Respondent's Assurances of Agreement" AND C II.- titled "Conflict of Interest"**
- ☐ **4. Already attached as Exhibit D titled "References"**
- ☐ **5. Already attached as Exhibit E titled "Exceptions and Substitutions"**
- ☐ **6. Already attached as Exhibit F titled "Lobbying Certification"**
- ☐ **7. Already attached as Exhibit G titled "Request for Taxpayer Identification Number and Certification"**

Current W-9 copy is a requirement of submission content and must accompany all proposals

- 8. **Attach as Exhibit H titled “Insurance Credentials”**
(Where applicable) provide copies of certifications, licenses, compliance, or ability to comply with relevant HHSC rules, financial solvency documentation, and all requested insurances.
Current certificate of insurance is a requirement of submission content and must accompany all proposals.
- 9. **Already attached as Exhibit I titled “Historically Underutilized Business (HUB) / Disadvantaged Business Enterprise (DBE) Acknowledgement”**
- 10. **Attach as Exhibit J titled “Proposal Delivery/Pricing”**
Include: Itemized pricing for any services and items requested in this proposal and cost of common and psychiatric medications. Brief notes referencing specific line items may be included, if necessary, for explanation.

QUESTIONS SUBMISSION INSTRUCTIONS

Questions shall be E-mailed to shelly.zmijowski@myburke.org by July 21, 2026, by 12 noon. Email subject line shall read, **Questions for RFP #104 SHSL**. Emails received after the date and time or wrong/missing information in subject line will not be answered. Every effort will be made to post answers by July 24, 2026, on the Burke and Texas Smart Buy-ESBD website. It will be the sole responsibility of the Respondent to review both websites and retrieve all related documents prior to the deadline dates. Questions will not be accepted or answered in person, by phone, fax, or letter. Vendors shall not contact other Burke employees or current Contractor to ask questions or obtain answers as there is no guarantee of validity of answers.

PROPOSAL GUIDELINES

ADDENDA OF RFP BY AUTHORITY: Any interpretations, corrections, deletions additions or changes to the Request for Proposal (RFP) package, prior closing date, and time of the solicitation, may be made by posting to the Burke website. It will be the sole responsibility of the Respondent to review Burke’s website and check for proposal addenda prior to submission and or the deadline dates. Upon issuance, all such addenda become an inseparable part of the specifications which must be met for the offer to be considered. Respondents shall acknowledge receipt of all addenda by responding in the email body: “**ADDENDA OF RFP #104 PHSL BY AUTHORITY RECEIVED**” which shall be returned to shelly.zmijowski@myburke.org The response E-mail shall come from an Authorized Representative of the company and or bear the name and title of an Authorized Representative as well as the company name.

ADDENDA OF RFP BY RESPONDENT: Any interpretations, corrections, deletions, additions, or changes to Proposals may be made by Respondent submission, prior to closing date and time of the solicitation may be made by emailing shelly.zmijowski@myburke.org The Respondent shall title the subject line in email “**ADDENDA OF RFP #104 PHSL BY RESPONDENT**”. 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. The email shall come from an Authorized Representative of the company and or bear the name and title of an Authorized Representative as well as the company name. Burke will reply to the email as prior to the closing date and time of the solicitation.

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

CHANGES TO PRICE BY RESPONDENT AFTER PROPOSAL IS OPENED BY AUTHORITY: A Proposal price may not be altered or amended after Proposal has been submitted by reviewer. No increase in price will be considered after Proposal is reviewed and scored. A Respondent may reduce its price provided that is if the lowest and best Proposal among the Respondent and is otherwise entitled to the award. Material changes to the Proposal, after the Proposal has been opened will result in cancelation of the procurement process without award.

EXCEPTIONS/SUBSTITUTIONS: All Proposals meeting the intent of this Request for Proposal 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 Proposal. 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 PROPOSALS: Proposals will be invalid and not considered under the following circumstances:

1. If the Proposal or any of the requested Proposal submission documents is received after the closing time and date;
2. If a Proposal has incorrect information on the envelope/in email subject line, wrong opening date, may result in it not being considered for award;
3. If the Proposal or any of the requested Proposal 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 Proposal or any of the requested Proposal submission documents is missing;
6. If any of the minimum requirements for prospective Respondent is not met;
7. If there are any material changes to Proposal after Proposal 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 Proposals for any or all services covered in this solicitation and to waive informalities or defects in Proposals or to accept such Proposals as it shall deem to be in the best interest of Burke.

LATE PROPOSALS: Late Proposals received after the closing time and date shall be returned unopened or if emailed forwarded back to Vendor. Burke is not responsible for lateness of mail, carrier, etc. The official time shall be determined by the time/date stamp received by the designated staff at Burke's specified location.

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 Proposal 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 Proposal and identified by the Respondent 's 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 RFP 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 PROPOSAL SUBMISSION: Respondent may withdraw or cancel a Proposal upon written request at any time prior to the Proposal 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

All Proposals, received by the date and time, will be reviewed by Burke.

1. Respondents meeting the requirements and criteria may be invited to interview with Burke to further clarify the evaluation of Proposal, if deemed necessary.
2. Visits may be conducted to potential service contractors.
3. Based on result ranking of the Proposals one or more Respondents may be asked to participate in negotiation with Burke.

4. 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 RFPs.

A.	The extent to which the goods and services meet Burke's needs	20%
B.	Ability to provide and perform services within the contract term without delay or inference	20%
C.	Character, responsibility, integrity, reputation, and experience	20%
D.	History of compliance with the law relating to business operation and the affected services and whether or not business operations are currently compliant	20%
E.	Compliance with public policy, record of past performance and financial and technical resources	20%
	TOTAL	100%

SUCCESSFUL RESPONDENT'S 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 RFP 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 RFP, 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 Proposal or submit a Proposal for award.

CONTRACT: In the event Respondent and Burke are satisfied with the Proposal submission and its conditions in its entirety and no modification or negotiations are warranted, the submitted Proposal shall serve as a legal and binding agreement. In the event modification is necessary, a sample contract containing the major provisions of the 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.

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 RFP 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:

1. General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate for premises/operations General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate for products / completed operations (General Liability policy shall also include a waiver of subrogation in favor of Burke AND add an additional insured endorsement naming Burke. Insurance coverage must identify that coverage is Primary and Non-Contributory)
2. Worker's Compensation in accordance with Texas Statutory Requirements. Policy should also include a waiver of subrogation in favor of Burke.
3. Employer Liability: \$1,000,000 per occurrence bodily injury, \$1,000,000 per occurrence bodily injury by disease, \$1,000,000 and \$1,000,000 policy limit for bodily injury by disease
4. Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage, hire and non-owned autos included. Hired and non-owned extends liability coverage for the Contractor's use of rented vehicle or an employee's use of their own vehicle in the Contractor's business. Automobile Liability shall also include an additional insured endorsement naming Burke AND policy shall also include a waiver of subrogation in favor of Burke.
5. Professional Liability: 1,000,000 per occurrence / \$3,000,000 aggregate.

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 E-mailed to Burke's Accounts Payable Department; as identified in the contract.

NOTICE: Any notice provided by this Proposal (or required by Law) to be given to the successful Respondent's 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 Respondent 's 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 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 RFP.

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 Respondents 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 Proposal 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 E-mail 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 South Medford Drive
Lufkin, Texas 75901**

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 RFP. 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 RFP 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 RFP.
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 C 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:
 - (1) 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, which 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 proposals or Proposals, 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

FORM CIQ

For Respondent doing business with local governmental entity

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 D REFERENCES

Please provide corporate references of at least three (3) separate references that your business has provided this type of service or similar projects to. Include all information being asked for references. Your business must agree to authorize your client to furnish information required by Burke to verify references provided. ***(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 E

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 Proposal.

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 F

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 G

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 H

INSURANCE / CREDENTIALS

Please provide current copies of your certificate of insurance, and if any, certifications, licenses, compliance, and ability to comply with relevant HHSC rules.

****Current certificate of insurance is a requirement of submission and must accompany your Bid****

INSURANCE: Successful Respondent will maintain proof of insurance coverage as requested in this RFB at all times during the performance under the term of the contract and insurance coverage shall not be 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.

EXHIBIT I

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

ATTACHMENT A

Burke Facility On-Site Pharmacy and Off-Site Delivery Location

On-Site Pharmacy Location

On-site Pharmacy will be closed for Pharmacy staff lunch break, weekends and Burke observed holidays. Exceptions will be limited to an emergency, disaster, or other similar events. Pharmacy days and hours are subject to change

Unit Name /Type	Address	County	Hours / Days of Operation	Point of Contact
Angelina Mental Health Clinic	1522 West Frank Avenue Lufkin Texas 75904	Angelina	Monday-Friday 8am-5pm	Points of contact will be identified per the Contract.

Off-Site Clinic Locations

Off-site locations will be closed on weekends and Burke observed holidays. Exceptions will be limited to emergencies, disasters, or other similar events. Days and hours are subject to change

Unit Name /Type	Address	County	Hours / Days of Operation	Point of Contact
Crockett Mental Health Clinic	1401 West Austin Street Crockett, Texas 75835	Houston	Monday-Thursday 8am-5pm Friday 8am-12 pm	Point of contact will be identified per the Contract
Newton Mental Health Clinic	803 Rusk Street Newton, Texas 75966	Newton	Monday-Wednesday 8am-5pm	Point of contact will be identified per the Contract
Polk (Livingston) Mental Health Clinic	1100 Ogletree Drive Livingston, Texas 77351	Polk	Monday-Friday 8am-5pm	Point of contact will be identified per the Contract
San Augustine Mental Health Clinic	583 South El Camino Crossing San Augustine, Texas 75972	San Augustine	Wednesday & Thursday 9am-4pm	Point of contact will be identified per the Contract
Woodville Mental Health Clinic	1100 West Bluff Woodville, Texas 75979	Tyler	Wednesday only 9am-3pm	Point of contact will be identified per the Contract
Nacogdoches Mental Health Clinic	3824 North University Drive Suite 104 Nacogdoches, Texas 75965	Nacogdoches	Monday-Friday 8am-5pm	Point of contact will be identified per the Contract

ATTACHMENT B-On-site Floor Plans

Angelina Mental Health On-Site Pharmacy Sublease Space

*View of the office space within the Angelina Mental Health building is highlighted in yellow. *

Approximately 378 square feet. Space includes cabinetry, shelves, countertops, sink and walk-up client window, dutch door with shelf, phone, and internet ports.

