REQUEST FOR PROPOSALS (RFP) #104 LSCB

for

CLIENT-BASED LABORATORY SERVICES

RFP Notice Published: August 30, 2026
RFP Opens (Posted): September 14, 2026
RFP Closes (No longer accepting Bids): October 12, 2026, 2 p.m.
Performance Begins: November 1, 2026

Burke is seeking Proposals from qualified vendors for **LABORATORY SERVICES** for Burke clients within each of the eleven counties Burke serves. Vendors shall be CLIA certified and offer experience in providing client-based services.

RFP NOTICE AND DOCUMENT may be obtained via Burke's website at www.myburke.org, at Burke Central Administration at 2001 S. Medford Dr. Lufkin, Texas 75901, or on Texas Smart Buy Electronic State Business Daily www.txsmartbuy.gov/esbd, beginning September 14, 2026. The initial contract period shall commence on November 1, 2026, and will continue through August 31, 2028, unless renewed, extended, or terminated according to the terms and conditions of the contract and upon mutual agreement. At its sole discretion, Burke may extend or renew the contract on one-year terms, provided the contract term, including all extension or renewals does not exceed two years.

PROPOSAL CLOSING DATE, TIME and LOCATION is OCTOBER 12, 2026, at 2 p.m. at 2001 South Medford Drive, Lufkin, Texas 75901. All proposal responses and all required proposal submission content must be submitted before the closing date and time at the location specified. The official time and date submitted shall be determined by the time/date stamp when received at the location. Faxed 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, and Minority, Woman, and/or Disadvantaged business enterprises.

Burke will not discriminated 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 proposal

I. BACKGROUND INFORMATION

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.

II. DESCRIPTION OF REQUEST FOR PROPOSAL

A. Purpose of Laboratory Services

The purpose of this Request for Proposal is to obtain laboratory services for Burke clients within each of the eleven county regions Burke serves. Vendors will offer experience in providing client-based services in rural areas.

B. Scope of Services

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

- Bi-Directional Interface with Burke's Electronic Health Record (E.H.R. – Clinical System) and Portal submission of results;
- Specimen collection, transport and/ or provide draw station site access, meeting Burke client needs for rural lab access within the 11-county region. Convenient off-site lab draw stations;
- Processing and timely results of laboratory test profiles for Burke clients;
- For, but not limited to, lab tests shown in Exhibit A;
- Provision of Phlebotomist and draw station, per Burke's request under specified circumstances; Angelina Mental Health Clinic one day per week;
- Any supplies and equipment necessary for submitting specimens to the Vendor's laboratory;
- 24-hour turn-around on Chemistry Profiles, STAT testing and repeat testing when needed; and
- Billing of third-party carriers and billing to Burke for approved, specified, and eligible individuals

C. Timeline Calendar of events.

The following calendar outlines Burke's key dates and events for RFP process.

RFP #104 LSCB TIMELINE CALENDAR	
RFP Notice Published (Posted)	August 30, 2026
RFP Opens (Posted)	September 14, 2026
Deadline to submit questions	September 21, 2026 at noon
Questions Posted	October 4, 2026 **Burke will make every effort to post questions on Burke's website and ESBD by date above**
RFP Deadline for submission (closing)	October 12, 2026 – 2 pm
Intent to Award	October 19, 2026
Contract Negations (if any)	October 20 - 23, 2026
Performance Begins	November 1, 2026

III. STATEMENT OF REQUIREMENTS

A. Minimum Requirements

A prospective Respondent must affirmatively demonstrate Respondent's responsibility and must meet the following minimum requirements:

- Have adequate financial resources, or the ability to obtain such resources as required;
- Be able to comply with the required or proposed service schedule for laboratory services;
- Have a satisfactory record of performance, integrity and ethics;
- Be otherwise qualified and eligible to receive an award;
- Be licensed to do business in the State of Texas;
- Have current certifications and licenses;
- Be accredited Laboratory status by The College of American Pathologists;
- Have CLIA Laboratory Certificate of Compliance;
- Maintain policies of general and professional liability insurance coverage;
- Consistently maintain and allocate enough staffing resources to provide timely service for Burke's laboratory service needs;
- Maintain staff that are qualified and available to provide specialized technical expertise in various disciplines as necessary;
- Maintain all standards applicable to medically-related services; and
- Maintain all standards related to confidentiality and releases of information.
- 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;
- 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; and
- 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 C 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 perform in strict accordance with any and/or none of the exception(s)/substitution(s) as deemed to be in the best interest of Burke.

B. Submission Document Requirements

Proposal submission documents shall include ALL of the content requested in Section II, letter B, numbers 1-13 (this section). Submittal format shall include a table of contents, titled sections according to the Exhibit letter and in the order shown below.

1. **Administrative Component** (Include this information and title as "Exhibit A-Administrative Component")
    - Respondent's organization name, type of organization, address and telephone number;
    - 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;
    - Identify the proposed area contact and an organizational chart of the proposed management team including key personnel, their specific roles and job titles.

2. **Technical Component** (Include this information and title as "Exhibit B-Technical Component")

   Describe clearly, the laboratory's understanding of the work to be done, the Respondent will provide:

   - Demonstration of previous experience and/or ability in developing Bi-Directional Lab Ordering and Results Interfaces with Electronic Health Record systems;
   - Evidence that the Respondent has experience in performing laboratory services for community Mental Health (MH) – Intellectual Developmental Disabilities (IDD) centers and include current and past client contact information;
   - An explanation of the Respondent's approaches to performing laboratory services, including the methodology, nature and extent of laboratory procedures to be performed;
   - A description of the Respondent's staff in terms of job positions in the laboratory clinic; and
   - A description of the level of assistance that will be expected from Burke personnel.
   - A description of the Respondent's approach and abilities to providing lab draw access to the Burke 11-county region.

3. **Management Component** (Include this information and title as "Exhibit C-Management Component")

   The Respondent will furnish satisfactory evidence of capability to provide in a professional and timely manner when providing the services stated in the Request for Proposal. To meet this requirement, the Respondent will provide:

   - If applicable, the name of the external quality control review organization of which the Respondent is a member and the Respondent's length of membership. Also, state the review organizations planned frequency of reviews;
   - If applicable, state whether the laboratory has received a review and whether in the most recent review an unqualified report was issued (a copy of the review report must be provided to Burke);
   - State whether the Respondent is a national, regional or local laboratory clinic; and
   - State whether the Respondent is currently under the terms of a public or private reprimand by any Texas licensing boards or agencies of other states.

4. **"Lab Services Schedule"** (Include this document which are already titled as Exhibit D)

5. **"Details of Proposal"** (Include this document which is already attached and titled as Exhibit E)

6. **"Respondent's Assurances of Agreement-Part I." and "Conflict of Interest-Part II"** (Include these documents which are already attached and titled as Exhibit F I. & F II.)

7. **"References"** (Include this document which is already titled as Exhibit G)

8. **"Exceptions and Substitutions"** (Attach this document which is already titled as Exhibit H)

9. **"Lobbying Certification"** (Attach this document which is already titled as Exhibit I)

10. **"Request for Taxpayer Identification Number and Certification** (Attach Exhibit J and include your document)

11. "**Credentials"** (Attachment Exhibit K and include applicable documents)

12. **"Historically Underutilized Business (HUB)/Disadvantaged Business Enterprise (DBE) Acknowledgement"** (Attach this document which is already titled as Exhibit L)

IV. CONDITIONS FOR SUBMITTING PROPOSAL

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 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 Proposal shall not include taxes.

V. PROPOSAL SUBMISSION INSRUCTIONS

Respondents submitting their Proposal by mail or in person shall drop it off at or mail it to Burke Central Administration 2001 S. Medford 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 LSCB CLIENT-BASED LAB SERVICES.

Respondents submitting their Proposal by email shall send it to contractprocurement@myburke.org and write in the subject line: **RFP #104 LSCB CLIENT-BASED LAB SERVICES.**

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.

PROPOSAL CLOSING DATE, and TIME is Monday, October 12, 2026, at 2:00 p.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.

VI. QUESTION SUBMISSION INSRUCTIONS

Questions shall be emailed to contractprocurement@myburke.org by Monday, September 21, 2026. E-mail subject line shall read: **Questions for RFP #104 LSCB**. E-mails 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 Sunday, October 4, 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.

VII. PROPOSAL GUIDELINES

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. Proposals will be invalid and not considered under the following circumstances.

ADDENDA TO RFP BY AUTHORITY BEFORE CLOSING: 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 ESBD website under this bid. 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 becomes an inseparable part of the specifications which must be met for the offer to be considered. All Respondents shall acknowledge receipt of all addenda by sending an E-mail to contractprocurement@myburke.org The E-mail subject line shall read: **Proposal Addenda By Authority-RFP #104 LSCB** and reply **"Received"** in the E-mail body, along with the name and title of the individual that signed and date the original proposal or that of an Authorized Representative.

ADDENDA TO RFP BY RESPONDENT: Any interpretations, corrections, deletions, additions or changes to Proposals may be made by Respondent submission package, prior to closing date and time of the solicitation may be made by emailing contractprocurement@myburke.org The email subject line shall read: **Proposal Addenda By Respondent-RFP #104 LSCB**. 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 Proposal or that of an Authorized Representative. Respondents will receive an acknowledgement of receipt before Proposal closing.

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 and opened 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 a 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 documents is received after the closing time and date.
2. If a Proposal has incorrect information on the envelope/in email subject line, e.g., wrong opening date, which results 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 s 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 or email time and date 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 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 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.

VIII. EVALUATION PROCESS and CRITERIA

The evaluation process is as follows.

1. All Proposals, 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 Proposal, if deemed necessary.
3. Visits may be conducted to potential service contractors.
4. Based on result ranking of the Proposals 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 RFPs.

A.	Long term cost to Burke	20%
B.	Probable performance under a contract; past performance, financial resources and ability to provide reliable maintenance agreement	20%
C.	Extent to which services meet Burke's needs	20%
D.	Ability of Respondent to meet all applicable written policies, principals and regulations	20%
E.	Quality and reliability of goods or services	20%
	TOTAL	100%

IX. SUCESSFUL RESPONDENT 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 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 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 Proposal or submit a Proposal for award.

CONTRACT: In the event Respondent's 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 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 will maintain proof of insurance coverage as requested in this RFP 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; 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 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.

X. 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 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.
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 D

LAB SERVICES SCHEDULE

These are commonly ordered tests. For each test listed below, please write the Test Code, CPT Code and Pricing for services rendered within all aspects of this RFP.

Test Code	Test Name	CPT Code	Pricing
	BASIC METABOLIC PANEL		
	COMP METABOLIC PANEL		
	CARBAMAZEPINE LEVEL		
	CITRATE PLATELET COUNT		
	COMPLETE BLOOD COUNT		
	COMPLETE BLOOD COUNT W DIFFERENTIAL		
	CBC WITH ANC		
	CULTURE, URINE		
	ELECTROLYTE PANEL		
	FASTING BLOOD GLUCOSE		
	FERRITIN		
	FOLATE, RBC		
	FOLIC ACID		
	FREE T3		
	FREE T4 (THYROXINE)		
	H PYLORI BREATH TEST		
	HCG QUANTITATIVE, SERUM		
	HEMOGLOBIN AIC		
	HEPATIC FUNCTION PANEL		
	HEPATITIS B SURF AB		
	HEPATITIS B SURF AG		
	HEPATITIS C ANTIBODY		
	HEPATITIS C RNA PCR QUAL		
	HIV ½ 4TH GEN, RFLX CONF		
	HOMOCYSTEINE LEVEL		
	LAMOTRIGINE LEVEL		
	LIPID PANEL		
	LITHIUM LEVEL		
	MAGNESIUM		
	OXCARBAZEPINE LEVEL		
	PHENYTOIN LEVEL		
	POTASSIUM		
	PROLACTIN		
	PSA TOTAL, SCRN MEDICARE		
	RPR		
	RENAL FUNCTION PANEL		
	TESTOSTERONE		
	T4		
	THYROID PANEL WITH TSH		
	THYROID 1 PROFILE- TU, T4, FTI		
	THYROID PEROXIDASE AB (TPO)		
	TSH		
	TSH REFLEX TO FREE T4		

	URINALYSIS W/REFLEX MICRO		
	URINE, CULTURE IF INDICATED		
	VALPROIC ACID (DEPAKENE)		
	VITAMIN B-12		
	VITAMIN D,25-HYDROXY		
	BV, CANDIDA, CT/NG, TRICHOMONAS BY PCR/NAAT, SWAB		
	BACTERIAL VAGINOSES BY PCR		
	CANDIDA BY PCR		
	CHLAMYDIA, NAAT, SWAB		
	GONORRHEA, NAAT, SWAB TRICHOMONAS, NAAT, VAGINAL SWAB		
	IONIZED CALCIUM		
	THIAMINE (B1)		
	AUTOIMMUNE AB PROFILE (ANA POSITIVE)		
	ANA REFLEX TO AUTOIMMUNE AB PROFILE IF POSITIVE		
	PRE-ALBUMIN		
	OCCULT BLOOD, FECAL SCREEN (COLON CANCER SCREEN)		
	FOOD ALLERGY PANEL WITH TOTAL IGE		
	REGION X (TX, OK) IG PANEL WITH TOTAL IGE		
	LAMOTRIGINE LEVEL		
	GLUCOSE-6-PD, QUANT		
	RHEUMATOID FACTOR IGG, IGM, IGA		
	CCP IGG		
	SMITH AND RNP ANTIBODIES		
	CARDIOLIPIN ANTIBODIES		
	LUPUS ANTICOAGULANT CONFIRMATION		
	BETA-2 GLYCOPROTEIN 1 IGG/IGM		
	BETA-2 GLYCOPROTEIN IGA		
	COMPLEMENT C3 AND C4		
	DNA DS ANTIBODY REFLEX		
	CRYOGLOBULINS REFLEX IFE+ QUANT		
	SJOGREN'S SS-A AND SS ANTIBODIES		
	HUNTINGTON MUTATION BY PCR		
	URINE METHYLPHENIDATE		
	C-REACTIVE PROTEIN (CRP)		
	RANDOM URINE ALBUMIN-CREATININE RATIO (UACR)		

Authorized Representative's Signature

Date

Authorized Representative's Printed Name

EXHIBIT E

ADDITIONAL DETAILS OF PROPOSAL

Details should include hours, number of individuals, travel expenses, how your organization can meet the specifications of this RFP, etc. Attach more paper as needed.

_____

_____

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_____

Authorized Representative's Signature

Date

Authorized Representative's Printed Name

EXHIBIT F I. (Part I of II Parts)

PART I.-RESPONDENT ASSURANCES AGREEMENT

(Refer to "Definitions" section for 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 RFP 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 Proposals 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 Proposal.

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 Proposal.

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 Proposal. 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 Proposal.

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 Proposal..

15. Under Section 231.006, Family Code, the Respondent, or applicant certifies that the individual or business entity named in this contract, Proposal, 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, Proposal or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to a Successful Respondent pursuant to this RFP.

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 RFP 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 RFP at the Proposal Pricing/Delivery Rates and terms submitted as part of this proposal.

20. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms, and conditions of the RFP.

21. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms, and conditions of the RFP.

22. The Respondent accepts Burke's right to cancel the RFP at any time prior to contract award.

23. Respondent accepts the terms, conditions, criteria, and requirements set forth in the RFP.

24. Unless otherwise required by law, the information in the Proposal 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

EXHIBIT F 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 local government officer shall file a conflicts disclosure statement with respect to a Respondent if:

A. the Respondent:
   1. 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
      (a) a contract between the local governmental entity and Respondent has been executed; or
      (b) the local governmental entity is considering entering into a contract with the Respondent;
   2. 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:
      (a) a contract between the local governmental entity and Respondent has been executed; or
      (b) 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) 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:
            i. begins discussions or negotiations to enter into a contract with the local governmental entity; or
            ii. 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:
            i. of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
            ii. that the Respondent has given one or more gifts described by Subsection (a); or
            iii. 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

Name of Respondent who has a business relationship with local governmental entity.

☐ **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.)

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 or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.**

6

☐ Check this box if the 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).

Signature of Respondent doing business with the governmental entity

Date

EXHIBIT G

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 H

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 H 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 conduct 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 I

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 J

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

CREDENTIALS

Please provide current copies of certifications, licenses, compliance, and ability to comply with relevant HHSC rules.

Current certificate of insurance <u>is a requirement</u> of submission and must accompany your proposal

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 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

EXHIBIT L

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