



SPINDLETOP CENTER
655 South 8th Street
Beaumont TX 77701
or P.O. Box 3846
Beaumont TX 77704-3846
(409) 784-5400
www.stctr.org

**Request for Proposal
RFP #19-0006
Offsite Drug Screening/Testing Services**

Proposal Due Date: December 28, 2018 at 5:00 p.m.

This Request for Proposal (RFP) issued by Human Services of Southeast Texas, Inc. dba Spindletop Center is for a proposed contract with one or more organizations to provide offsite drug screening/testing services for multiple campuses in Beaumont, Silsbee, Port Arthur, and Orange. An organization may be awarded a contract for one or more services and/or locations. The term of this contract shall cover approximately 20 months from the period: immediately following contract award through August 31, 2020 unless sooner terminated. Spindletop Center reserves the right to cancel this contract with a 30 days written notice to contractor. Spindletop Center at its option may renew this contract for a period of 24 months in writing within 30 days prior to termination of the initial contract.

To receive the specifications for the bid, contact Richetta Blanchard by phone at (409) 784-5507 or via email at richetta.blanchard@stctr.org. Specifications will be sent to each respondent by mail or email, as requested.

All proposals must be received in the PURCHASING DEPARTMENT of Spindletop Center at the address above before the closing date and time. Fax or email submissions shall not be accepted.

Proposals received after the deadline shall not be considered for the further consideration of the contract and shall be considered void and unacceptable.

Sealed proposals must have the RFP number above on the outside of the envelopes and must comply with the Instructions for Submitting Bid included in the RFP. Failure to comply with the instructions may result in the bid being excluded from consideration.

I. PURPOSE OF SUBMISSION

Notice is hereby given that Spindletop Center will receive proposals from interested companies to provide **Offsite Drug Screening/Testing Services**. Sealed proposals will be received in the Purchasing Department until 5:00 p.m., Friday, December 28, 2018.

II. INFORMATION ABOUT SPINDLETOP CENTER

Human Services of Southeast Texas, Inc. dba Spindletop Center (“Spindletop”) is a community center that provides mental health, intellectual and developmental disabilities, early childhood intervention, and substance abuse services for residents of Jefferson, Chambers, Hardin, and Orange counties. It is governed by a Board of Trustees appointed by the Commissioners Courts of the counties it serves. Spindletop Center was formed in 2000 as a community mental health and IDD center established under Article 534, Texas Health and Safety Code, V.T.C.A. It is also a tax-exempt organization under Internal Revenue Code Section 501(c)(3). Spindletop does not pay Texas sales and/or use taxes, and such taxes may not be passed on as a cost to Spindletop.

III. DESCRIPTION OF OFFSITE DRUG SCREENING/TESTING SERVICE NEEDS

Spindletop Center is requesting proposals for offsite drug screening/testing services for the following locations:

Beaumont North – 655 S. 8th Street, Beaumont, TX 77701
Beaumont South (A-E) – 2750 S. 8th Street, Beaumont, TX 77701
Beaumont South (F) – 2895 S. 8th Street, Beaumont, TX 77701
Orange – 4305 Tejas, Orange, TX 77630
Port Arthur IDD – 3419 57th Street, Port Arthur, TX 77642
Port Arthur SCOPC – 3401 57th Street, Port Arthur, TX 77642
Hardin County NDI – 845 Hwy 96 S., Silsbee, TX 77656

Bidder must be able to comply with the following specifications:

1. Bidder must have been in business for a continuous five (5) year period.
2. Bidder must furnish two (2) references of vendors which you provide similar security guard/patrol services.

Each proposal should specifically address each of the requirements described in the proposal requirements. Clarifying information is required on all proposed exceptions or alternatives provided in the proposal. The language in the requirements should not be construed so as to preclude a proposer from presenting alternative features (in detail) to the ones stated. All listed and described alternatives will be evaluated by Spindletop Center.

IV. CRITERIA FOR EVALUATION

Companies responding to the RFP will be required to provide a completed questionnaire (attached) that provides information regarding services, pricing, locations, experience and reputation.

V. PRE-SUBMITTAL CONFERENCE AND COMMUNICATION WITH SPIDLETOP

A pre-submittal conference will not be held. Questions regarding this RFP may be addressed to our Purchasing Department via email at richetta.blanchard@stctr.org no later than December 21, 2018. Responses to all questions submitted will be sent via email to each respondent who has requested an RFP.

VI. PROPOSAL REQUIREMENTS

Responders to the RFP are required to address the following:

1. Submit two copies of the bid.
2. Completed Bid Sheet that provides (Exhibit B)
 - 2a. A brief profile of the company and its employees, information regarding services, pricing, locations, experience and reputation.
 - 2b. A list of business references including name, address, and the contact name and phone number/email address. A minimum of two (2) references is required.
3. A certified statement that the company is not debarred, suspended or otherwise prohibited from professional practice with any federal, state or local agency. (Exhibit C)
4. Furnish any additional information considered essential to the submission.
5. Complete the attached Conflict of Interest Questionnaire (CIQ) Form (Exhibit D), Disclosure of Kinship (Exhibit E), and Notice of Felony of Conviction (Exhibit F).
6. Provide copy of Certificate of Insurance of general/liability and vehicle insurance coverage (Exhibit G).

VII. GENERAL CONDITIONS

The following Conditions and information applies to all information submissions.

1. Right to Accept or Reject Any/Or All Proposals. Spindletop Center reserves the right to accept or reject any or all proposals submitted and to waive any informality in proposals received. Spindletop Center, also reserves the right to request additional information from proposers. The award will be made to the company(s), which, in the opinion of Spindletop Center, is the best qualified and is in the best interest of Spindletop Center.
2. Late Proposals. Proposals received after the submission deadline will remain unopened and will be considered VOID AND UNACCEPTABLE. Spindletop is not responsible for the lateness of mail, courier, etc.
3. Altering Proposal. Proposals **cannot be altered** after submission deadline. Any interlineations, alteration, or erasure made before the opening must be initialed by the signer of the proposal.
4. Addenda. Any interpretations, corrections, or changes to this Request for Information will be made by addenda. Sole issuing authority of addenda will be vested in Spindletop Center. Addenda will be faxed or emailed to all parties that are known to have received a copy of the Request for Proposal. Addenda will also be placed on Spindletop's website.
5. Oral Interviews. Oral interviews may be required.
6. Proposals Retained. All proposals submitted become the exclusive property of Spindletop Center.
7. Changes. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, plans and/or specifications stated in the various proposal packages and/or proposal instructions/requirements.
8. Ethics. The proposer shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Spindletop.
9. Minimum Standards for Responsible Proposer. A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:
 1. Be able to comply with the required or proposed time schedule;
 2. Have a satisfactory record of performance; and
 3. Be otherwise qualified and eligible to receive an award.

10. Rights to Request Additional Information. Spindletop Center may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.
11. References. Spindletop requires proposer to furnish, with this proposal, a list of at least two (2) references where like services have been supplied by the individual. Include the name of the business, address, contact name and telephone number/email address.
12. Documentation. Proposer shall provide with this response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.
13. 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 the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
14. Legibility. Proposals **must be** legible and of a quality that can be reproduced.
15. Vendor Proposal and Demonstration Costs. All costs incurred by the vendor associated with preparing proposal responses and demonstrating products or services shall not be charged to Spindletop.
16. Sales Tax. Spindletop Center is, by statute, exempt from State sales tax and Federal excise tax.
17. Time of Award. Award will be determined at a Board of Trustees meeting to be announced.
18. Contact Award. Awarding of the contract will be made by Spindletop Center's Board of Trustees. The term of this agreement will begin upon final acceptance of the completed project by Spindletop Center.

The following provisions may apply to the contract with the individual/company:

1. Contract. Spindletop reserves the right to negotiate a contract with the selected proposer. This proposal, when properly accepted by Spindletop Center, shall constitute a contract equally binding between the successful proper and Spindletop Center. No different or additional terms will become part of this contract.

2. Indemnification. The proposer will indemnify Spindletop Center against any claims, demands, and judgments of sums of money to any party accruing against Spindletop for the loss of life or injury or damage to person or property growing out of or resulting from this contract.
3. Termination for Default. Spindletop Center reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Spindletop in the event of breach of default of this contract. Non-performance of the proposer in terms of specifications shall be a basis for the services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination of non-performance.
4. Independent Contractor. The Contractor will be considered an independent contractor and not an employee of Spindletop for any purpose. Spindletop Center will not withhold or pay on behalf of Contractor any sums for income tax, unemployment insurance, social security, or any other withholding, or make available to the proposer any of the benefits, including workers' compensation insurance coverage, afforded to employees of Spindletop. All such benefits, if any, are the sole responsibility of the proposer.
5. Insurance. Contactor agrees to maintain at its sole cost and expense policies of general/liability and vehicle insurance coverage in order to insure proposer and Spindletop against any claim for damages arising in connection with proposer's responsibilities under the contract.
6. Certification of Child Support Payment Obligor. Under Section 231.006 (Texas Family Code related to child support), a Contractor is considered ineligible to receive payments from Spindletop in the event the contractor is past due on child support payments.
7. Confidentiality of Information and Prohibition Against Disclosure. In accordance with Texas Health and Safety Code, Chapter 611, and the Texas Administrative Code, Chapter 414, Subchapter A, "**Protected Health Information**", the proposer may not disclose confidential communications or records except as provided by Section 611.004 or 611.0045.
8. Contractual Abeyance or Bar. Prior to the execution of the agreement, the Contractor must notify Spindletop if the Contractor is or becomes held in abeyance or barred from the award of a federal or state contract during the term of the contract

VIII. INSTRUCTIONS FOR SUBMISSION OF BID

All bids in response to this Request for Proposal must meet the following conditions to be considered:

1. Submit two copies of the proposal.
2. Proposal must include a cover letter clearly stating the name of the proposer, mailing address, email address, and telephone number of the proposers' representative.
3. Spindletop Center will not be bound to act by any previous communication with proposers, other than this RFP and State Law.
4. Proposers' Eligibility: Proposer must be in good standing with any state or federal agency from which the Proposer receives funds. If a state or federal agency has terminated a Proposer contract within the last twelve (12) months for deficiencies in performance of the contract, that Proposer is not eligible to submit a proposal to this RFP. Additionally, any Proposer who has been debarred, suspended, or otherwise excluded from or is ineligible for participation in federal assistance programs is not eligible to submit a proposal. Proposer who have not repaid funds owed to the Agency are not eligible to submit a bid.
5. Access to Spindletop Center Facilities/Observance of Spindletop Center Regulations: For on-site visits, employees, representatives, or subcontractors of the Proposer shall have reasonable and free access to only those areas of Spindletop Center facilities and centers that are necessary to perform services under the contract and shall have no right of access to any other areas of the facility or center. All site regulations will be observed including but not limited to patient/client confidentiality, parking and security regulations, smoking, and carrying weapons are prohibited. All representatives of Proposer shall notify front desk, at each site, that they are on campus, prior to beginning work.
6. Commitments: The parties hereto recognize and agree that Spindletop Center needs may from time to time fluctuate widely. Spindletop Center makes no representation, guarantee, or commitment that Spindletop Center will purchase any minimum quantity of services or products under the contract.
7. Confidentiality: All information submitted to Spindletop Center in response to this RFP is subject to disclosure under the Texas Public Information Act unless the Office of the Attorney General (OAG) finds such information is excepted from disclosure under the Act.

8. Spindletop Center shall be the sole judge of the interests of the State and Spindletop Center.
9. Proposer shall disclose any employment or business relationship proposer may have with a Spindletop Board Trustee or executive management team member listed in Exhibit A. If no relationship exists, a statement must be submitted with the proposal indicating the proposer has no conflict of interest with any of the Trustees or executive management team Exhibit D.
10. Proposer shall submit the proposal in a sealed package, clearly marked on the front of the package “**Request for Proposal for Offsite Drug Screening/Testing Services ALL under the auspices of Spindletop Center – RFP # 19-0006.**”
11. All proposals must be received in the **PURCHASING DEPARTMENT of Spindletop Center at 655 South 8th Street, Beaumont TX 77701** no later than **5:00 PM, Central Time, on Friday, December 28, 2018**. Proposals submitted prior to this time and date may be modified provided such modifications are sealed and received at the same address prior to the date and time set for submissions of proposal. Any proposals or modifications received after this time shall not be considered.

All proposals become the property of Spindletop upon receipt and will not be returned. Any information deemed to be confidential by proposer should be clearly noted on the page(s) where confidential information is contained; however, Spindletop cannot guarantee that it will not be compelled to disclose all or part of any public record.

Any cost or expense incurred by the proposer that is associated with the preparation of the proposal or during any phase of the selection process shall be borne solely by the proposer.

IX. CALENDAR OF EVENTS

December 5 & 9, 2018	Legal notice of IFB begins
December 7, 2018	Issuance of IFB specifications to proposer & placed on Spindletop Center’s website at www.stctr.org
December 28, 2018	Proposals due at Spindletop by 5:00 p.m. to Purchasing Manager
January 2-4, 2018	Proposal evaluation, interviews (if required), questions/negotiations
To Be Announced	Board of Trustees’ review of contract
To Be Announced	Notification of proposal award, if appropriate

X. EXHIBITS

- Exhibit A: List of Board of Trustees and Executive Management Team
- Exhibit B: Bid Sheet
- Exhibit C: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts and Agreements
- Exhibit D: Conflict of Interest Form (CIQ)
- Exhibit E: Disclosure of Kinship
- Exhibit F: Notice of Felony Conviction
- Exhibit G: Proof of Insurance Cover Sheet
- Exhibit H: Annual Service Agreements

EXHIBIT A

BOARD OF TRUSTEES

Gladdie Fowler, Chairperson
Frank Coffin, Vice Chair
Gaye Lokey, Secretary
Billy Pruett
Rebecca Ford
Shirley Adams
Gus Harris
Brian Hawthorne
Dolores Sennette

EXECUTIVE MANAGEMENT TEAM

Holly Borel, Chief Executive Officer
Denise LeBlanc, Chief Financial Officer
Brian Gauthier, Chief Information Officer
Creslyn Davis, Chief Human Resources Officer
Lisa Gibbs, Chief Intellectual and Developmental Disabilities (IDD) Officer
Dr. Scott Strang, Chief Clinical Officer

EXHIBIT B

BID SHEET

I. COMPANY OVERIEW

Name: _____

Business Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

List of multiple locations of area served:

Number of years of experience in offsite drug screening/testing services: _____

Brief profile of your company and employees: _____

List two (2) references – name, address, contact name, phone number and email address:

1. _____

2. _____

Describe in detail your experience and reputation in providing offsite drug screening/testing services:

Describe your procedure for scheduling and providing offsite drug screening/testing services:

Describe the process to provide results to Spindletop:

Define the time it takes to provide the drug screening/testing results to Spindletop:

List what prescriptions and illicit drugs are identified in the drug screening/test in addition to alcohol:

What are your hours of operation?

Does your company provide 24/7 drug screening/testing services? _____

II. Services and Pricing

Please enter below proposal for furnishing Spindletop Center with offsite drug screening/testing services. Your proposal will be evaluated on a competitive basis, price and other factors.

Offsite Drug Screening/Testing Services:

Rates to provide services (list in detail)

Service Description	Rate
New hire drug screening/testing	
Incidents/accidents drug screening/testing	
Random drug screening/testing	

III. Other Services Offered

Please list any other services your company can provide if you think it is relevant:

 Printed Name of Individual Completing RFP

 Title

 Signature

Attach this Bid Sheet to information requested in Section VI of this RFP

EXHIBIT C**CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND AGREEMENTS**

Executive Order 12549, CFR part 180, requires **Spindletop Center (Center)** to screen each covered potential contractor/vendor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/vendor must also screen each of its covered subcontractors/vendors. In this certification "contractor/vendor" refers to both contractor/vendor and subcontractor/subvendor; "contract/agreement" refers to both contract/agreement and subcontract/subagreement.

By signing and submitting this certification the potential contractor/vendor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/agreement was entered into. If it is later determined that the potential contractor/vendor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the center may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/vendor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/vendor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor/vendor agrees by submitting this certification that, should the proposed covered contract/agreement be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Center, as applicable.

Do you have or do you anticipate having subcontractors/subvendors under this proposed contract? _____ YES _____ NO

EXHIBIT C

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND AGREEMENTS

5. The potential contractor/vendor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and

Voluntary Exclusion for Covered Contracts and Agreements" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A contractor/vendor may rely upon a certification of a potential subcontractor/subvendor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/agreement, unless it knows that the certification is erroneous. A contractor/vendor must, at a minimum, obtain certifications from its covered subcontractors/subvendors upon each subcontract's/subagreement's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/agreements authorized under paragraph 4 of these terms, if a contractor/vendor in a covered contract/agreement knowingly enters into a covered subcontract/subagreement with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government or Center may pursue available remedies, including suspension and/or debarment.

Indicate which statement applies to the covered potential contractor/vendor:

_____ The potential contractor/vendor certifies, by submission of this certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/agreement by any federal department or agency or by the State of Texas.

_____ The potential contractor/vendor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/vendor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

EXHIBIT C

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND AGREEMENTS

NAME OF POTENTIAL CONTRACTOR/GRANTEE

VENDOR ID NO./FEDERAL EMPLOYER'S ID NO. _____

DUNS Number: _____ CAGE Code (*if applicable*): _____

Signature of Authorized Representative

Printed Name of Authorized Representative

Date _____

THIS CERTIFICATION IS FOR FY 2019
September 1, 2018 to August 31, 2019

EXHIBIT D

Conflict of Interest (CIQ) Questionnaire (Form CIQ)

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

1. Name of person doing business with local governmental entity.

2. _____ Check 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

EXHIBIT D

Conflict of Interest (CIQ) Questionnaire (Form CIQ)

- 4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.
- 5. Name of the local government officer with who filer has affiliation or business relationship. (Complete this section only if the answers to A, B, or C is YES)

This section, item 5 including subparts A, B, C, & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? _____ Yes _____
No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? _____ Yes _____
No
- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, o holds an ownership of 10 percent or more? _____ Yes _____ No
- D. Describe each affiliation or business relationship.

- 6. Described any other affiliation or business relationship that might cause a conflict of interest.

Signature of person doing business with the governmental entity

Date

EXHIBIT E

SPINDLETOP CENTER

DISCLOSURE OF KINSHIP

(check applicable)

- () I certify that no person who is employed by our company, a bidder on a project of Spindletop Center, is related to any of the members of the Board of Directors within any of the following degrees of relationship:

CONSANGUINITY (blood relatives)

1st degree of consanguinity: parent, child

2nd degree of consanguinity: brother, sister, grandparents, grandchildren

3rd degree of consanguinity: great-grandparents, great-grandchild, brother or sister's child, parents' brother or sister

AFFINITY (related by marriage)

1st degree of affinity: spouse, spouse's parents, child's spouse

2nd degree of affinity: spouse's brother or sister, brother or sister's spouse, spouse's grandparents, grandchild's spouses

- () I declare that the following person(s) who is/are employed by our company, a bidder on a project of Spindletop Center, is/are related to a member of the Board of Directors within the degree of consanguinity or affinity stated above, as follows:

Employee

Board Member

Relation

- 1.
- 2.
- 3.
- 4.
- 5.

Company Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

(This disclosure must be signed by the owner, a principal partner, or officer of a corporation)

EXHIBIT F

SPINDLETOP CENTER

Notice of Felony Conviction

Any person or business entity, other than a publicly-held corporation, must submit a completed version of this notice form with the bid indicating whether the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony, if any.

If Spindletop Center determines that the person or business entity gave false or misleading information in this notice, or misrepresented the conduct resulting in the conviction, the Spindletop Center may terminate the contract after compensating the person or business entity for services performed before the termination for the contract.

I, _____, the undersigned owner of the business entity named herein, certify that the information I have provided herein is true and correct and within my personal knowledge.

Type of Business Entity (*e.g. sole proprietorship, partnership, limited partnership, limited liability company, close corporation, publicly-held corporation, etc.*): _____

Name of Business Entity: _____

Address of Principal Place of Business: _____

Mailing Address: _____ Phone: _____

All business entities other than publicly-held corporation must complete the following

_____ No owner or operator of the business entity named herein has ever been convicted of a Felony.

_____ The business entity named herein is owned or operated by the following person(s) who has (have) been convicted of a felony:

Name: _____ Reason for Conviction: _____

Date of Conviction: _____ Date/Place of Incarceration: _____

Probation/Parole Status: _____

Name: _____ Reason for Conviction: _____

Date of Conviction: _____ Date/Place of Incarceration: _____

Probation/Parole Status: _____

Date: _____ Owner: _____

EXHIBIT G

CERTIFICATE OF INSURANCE

Copy of the company Certificate of Insurance of General Liability and Vehicle Insurance coverage is attached.

If a Certificate of Insurance is unavailable, please explain why:

EXHIBIT H

ANNUAL SERVICE AGREEMENTS

“Annual Service Agreements” are utilized by Spindletop Center to execute small projects or emergency work without having to competitively advertise each project.

The agreements are competitive bids agreed to between Spindletop Center and the contractor, in which the contractor agrees to charge specified rate during the period of the agreement.

The procedure after the agreement has been let is as follows:

1. **Notification:** Spindletop Center personnel will notify the contractor that certain work is desired, under the provisions of the annual service agreement. When appropriate, a concept design or scope of work will be provided. Sometimes, the designation of work to be performed will be through a “job walk” with the appropriate Spindletop Center personnel and the contractor.
2. **Cost Estimate:** Spindletop Center will request an estimated cost to perform the work. This cost estimate is not a firm, fixed-price bid, but should be sufficiently accurate for the Spindletop personnel to determine if work should be performed. The estimate should be based upon the predetermined rates.
3. **Purchase Order:** Spindletop Center will issue a purchase order to the contractor to cover the work performed under this service agreement for the period covered on page 1, 1st paragraph. **All invoices should reflect that purchase order number when submitting for payment.**
4. **Performance of Work:** While the contractor is performing the specified work, the contractor must keep accurate personnel time records and retain copies of all material invoices. These records will provide the basis for payment upon completion of the work.
5. **Payment:** The estimated cost will not be the basis for payment. Adequate time and material cost records must be submitted to back up any payment request. Normally payment will be made only after satisfactory completion for all work. In exceptional cases, partial payments may be made prior to completion of work. In the cases of work performed but not completed, a normal retainage of 10% of the billed amount will be withheld until all work has been completed satisfactorily.
6. **Billing:** Billing for work completed, accompanied by time records and material invoices, should be made to the following address:

Spindletop Center
Attn: Accounts Payable
P.O. Box 3846
Beaumont, TX 77704
accounts.payable@stctr.org