



SPINDLETOP CENTER
655 South 8th Street
Beaumont TX 77701
or P.O. Box 3846
Beaumont TX 77704-3846
(409) 839-1000
www.stctr.org

REQUEST FOR COMPETITIVE SEALED PROPOSAL
SPINDLETOP SILSBEE
RFP # 22-0003

Closing Date & Time: March 15, 2022 at 2:00 PM CST

This Request for Competitive Sealed Proposal (RFP) issued by Spindletop Center is for additions and renovations to facility located at 222 Durdin Street, Silsbee, Texas. It is the intention of Spindletop Center to hire one general contractor to achieve the quickest and best facility renovation while remaining good stewards of our funds. An organization may be awarded a contract for one or more projects/buildings. Spindletop Center reserves the right to cancel any or all projects.

To receive the specifications for the bid, contact Ronald Jones, AIA by email at rjones@architect-aia.com. Bid Documents will be sent to each respondent by email, as requested.

All proposals must be received Spindletop Center – Facility Director’s Office at 655 S 8th Street, Beaumont, Texas before the closing date and time. Fax or email submissions will not be accepted.

Proposals received after the deadline will not be considered for the award 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 Bids 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 for Spindletop Silsbee facility addition and renovations. It is the intention of Spindletop Center to hire one general contractor to achieve the quickest and best facility renovation while remaining good stewards of our funds. Sealed proposals will be received at Spindletop Center – Facility Director’s Office, 655 S. 8th Street, Beaumont, Texas until 2:00 PM CST on March 15, 2022.

II. INFORMATION ABOUT SPINDLETOP CENTER

Spindletop Center 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. SCOPE OF WORK

10,620 sf renovation with a 3,898 sf addition to an existing single story wood framed structure located at 222 Durdin Street, Silsbee, Texas.

IV. CRITERIA FOR EVALUATION

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

V. PRE-SUBMITTAL CONFERENCE AND COMMUNICATION WITH SPINDLETOP

A pre-submittal site visit will be held at 222 Durdin Street, Silsbee, Texas on March 3, 2022 at 10:00 AM CST.

Questions regarding this RFP may be addressed to Ronald M Jones, AIA by email at rjones@architect-aia.com no later than 2:00 PM CST on March 11, 2022. Responses to all material questions submitted will be sent via Addendum to all known plan holders and will be issued on the project plan room website at www.architectall.com.

VI. PROPOSAL REQUIREMENTS –

Responders to the RFP are required to address the following:

1. Submit two copies of the proposal.

2. Complete Proposal Page (Attachment I) that provides:
 - 2a. A brief profile of the company and its employees, information regarding services, proposal by location, locations served, 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. Complete the attached Conflict of Interest Questionnaire (CIQ) Form (Attachment C)
4. A certified statement that the company is not debarred, suspended or otherwise prohibited from professional practice with any federal, state or local agency. (Attachment E)
5. Furnish any additional information considered essential to the submission.
6. Provide copy of Certificate of Insurance of general/liability and vehicle insurance coverage (Attachment G).
7. No person has the authority to verbally alter these specifications. Any changes to specifications will be made in writing by Addendum and sent to each person known to have received a bid package.

VII. GENERAL CONDITIONS

The following conditions and information apply to all 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. The signer of the proposal must initial any interlineations, alteration, or erasure made before the opening.
4. Addenda. Any interpretations, corrections, or changes to this Request for Proposal will be made by addenda. Sole issuing authority of addenda will be vested in Spindletop Center. Addenda will be 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 and Architect'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:
 - a. Be able to comply with the required or proposed time schedule;
 - b. Have a satisfactory record of performance; and
 - c. 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 projects have been completed by the organization. Include the name of the business, address, contact name and telephone number/email.
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 charge to Spindletop.
16. 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.

17. 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 Spindletop Center designee, at each site, that they are on campus, prior to beginning work.
18. 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.
19. Spindletop Center will not be bound to act by any previous communication with proposers, other than this RFP and State Law.
20. 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.
21. Spindletop Center shall be the sole judge of the interests of the State and Spindletop Center.
22. Proposer shall disclose any employment or business relationship proposer may have with a Spindletop Board Trustee or executive management team member listed in Exhibit B. 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 Attachment C.
23. Sales Tax. Spindletop Center is, by statute, exempt from State sales tax and Federal excise tax.
24. Time of Award. Award will be determined at a Board of Trustees meeting to be announced.
25. Contract Award. Awarding of the contract will be made by Spindletop Center's Board of Trustees. The project will begin upon final acceptance of the completed proposal by Spindletop Center.
26. Spindletop Center will not discriminate against any Respondent because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by the laws of the state of Texas relating to discrimination in employment. Further,

Spindletop Center will not discriminate against small and minority businesses or faith-based organizations.

27. Contractor understands that Spindletop Center will comply with the Texas Public Information Act (Chapter 442 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Response or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
28. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Contractor or any of the individuals or entities included in the Contract within the five (5) calendar years immediately preceding the submission of the Contract that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Spindletop Center's consideration of the Response. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services or otherwise be relevant to Center's consideration of the Response. In addition, Respondent represents and warrants that it shall notify center in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Spindletop Center shall constitute breach of contract and may result in immediate termination of the contract.
29. Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.
30. Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
31. Should the Respondent not meet the requirements of any executed agreement with Spindletop Center, Spindletop may terminate the agreement within thirty (30) days with written notice. In this case, Spindletop may award the remainder of the agreement to the next best vendor.
32. This RFP and subsequent agreement(s) are 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. This agreement is subject to termination, without penalty, either in whole or in part, if funds are not appropriated or are

discontinued. In this instance, Spindletop Center may cancel the agreement by giving thirty (30) days written notice to the respondent.

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

1. Contract. Spindletop Center reserves the right to negotiate a contract with the selected proposer. This proposal accepted by Spindletop Center, shall constitute a contract equally binding between the successful proposer 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 termination and non-payment of 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 Proposer 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 Proposer 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 Center. All such benefits, if any, are the sole responsibility of the proposer.

If Proposer is a corporation and is or becomes delinquent in the payment of its Texas franchise tax, then payments to the Proposer due under this Agreement shall be withheld until the delinquency is remedied.

5. AIDS/HIV Work Place Guidelines. Proposer agrees to adopt and implement AIDS/HIV workplace guidelines similar to those adopted by the State and/or its successor, and AIDS/HIV confidentiality guidelines, consistent with state and federal law.
6. Immigration Reform and Control Act. Proposer agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.
7. Permits, License, and Certifications. Proposer shall maintain as current and in good standing, any permits, licenses, or certification required by law to provide services pursuant to this contract.

8. Disclosure. Proposer agrees to disclose to Spindletop Center if it or any of its employees or its agents' rendering services to an individual pursuant to this Contract:
 - a. Is currently barred from the award of a federal, state or county contract, or if such occurs anytime during the term of this Contract.
 - b. Has been convicted of a criminal offense related to any county, state or federally funded program.
 - c. Is placed on "vendor hold" status for any county, state, or federally funded program; or,
 - d. Is delinquent in the payment of any state or federal tax.
9. Insurance. Proposer 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.
10. Certification of Child Support Payment Obligor. Under Section 231.006 (Texas Family Code related to child support), a Proposer is considered ineligible to receive payments from Spindletop in the event the contractor is past due on child support payments.
11. Boycotting Israel. Pursuant to Texas Government Code Chapter 2270, the Proposer will verify that it (1) does not boycott Israel, and (2) will not boycott Israel during the term of the contract. Boycotting Israel includes refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic hard on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or with an Israeli-controlled territory but does not include an action made for ordinary business purposes.
12. Certification Regarding Procurement: Provider certifies that it has not offered, given or agreed to give anything of value to an employee of Local Authority in connection with procurement of this Agreement.

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 (2) 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 proposer's representative
3. Proposer shall submit the proposal in a sealed package, clearly marked on the front of the package **Request for Proposal for *Spindletop Silsbee* – RFP # 22-0003**
4. All proposals must be received at **Spindletop Center – Facility Director's Office at 655 S 8th Street, Beaumont, Texas by no later than 2:00 PM on March 15, 2022.** 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.

5. 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 Center cannot guarantee that it will not be compelled to disclose all or part of any public record.

IX. CALENDAR OF EVENTS -

February 24, 2022	Legal notice of RFP begins
February 28, 2022	Issuance of RFP specifications to Proposers & placed on Spindletop Center's website at www.stctr.org
February 7, 10, 11, 12, 2020	Pre-Proposal meeting held at project site.
March 15, 2022	Proposals due at Spindletop by 2:00 p.m. CST to Spindletop Facility Manager's Office
March 15, 17 & 18, 2022	Proposal evaluation, interviews (if required), questions/negotiations
March 28, 2022	Recommendation to Board of Trustees' of Contract(s)
March 29, 2022	Notification of bid award, if appropriate

X. EXHIBITS AND ATTACHMENTS –

Exhibit A:	Bid Documents consisting of drawing and Project Manual
Exhibit B:	List of Board of Trustees and Executive Management Team
Attachment A:	Cover Sheet
Attachment B:	Assurances Document
Attachment C:	Conflict of Interest Questionnaire
Attachment D:	Lobbying Certification
Attachment E:	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion For Covered Contracts And Agreements
Attachment F:	W-9
Attachment G:	Certificate of Insurance
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Attachment I:	Bid Page

EXHIBIT A

Drawings and Project Manual

Sheet List Table	
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General	
G000	Cover Sheet Project Data
G100	Texas Accessibility Sheet
G101	Texas Accessibility Sheet
G102	Texas Accessibility Sheet
Architectural	
C001	Demolition Site Plan
C100	New Site Plan
A001	Demolition Plan - Phase 1
A002	Demolition Plan - Phase 2
A100	Floor Plan - Phase 1
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A102	Floor Plan - Mezzanine
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A200	Doors and Windows
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A401	Interior Elevations
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A706	Wall Sections
A707	Wall Section
A708	Wall Section
A709	Wall Section
A710	Wall Section
A711	Wall Sections
A900	Demolition Roof Plan
A901	New Roof Plan
F101	Finish and Wall Protection Plan
SN101	Signage Floor Plan

Structural	
S1	General Notes
S2	Foundation Plan
S3	Foundation Details
S4	Framing Plans
S5	Framing Details
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M000	Mechanical Legend & General Notes
M100	Mechanical Demolition Plan
M200	Mechanical Plan
M300	Mechanical Details
M400	Mechanical Schedule
Electrical	
E000	Electrical Legend & Notes
E100	Electrical Site Plan
E200	Electrical Demolition Plan
E300	Lighting Plan
E400	Power & Special Systems Plan
E500	Mechanical Power Plan
E600	Electrical Schedule & Details
E700	Electrical Panel Schedules
E800	Electrical Risers
Fire Protection	
FP100	Fire Protection Plan
Plumbing	
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P100	Plumbing Demolition Plan
P200	Plumbing Plan
P300	Plumbing & Fire Protection Details
P400	Plumbing Schedule & Risers

Exhibit A - Project Manual

Division	Section Title	Pages
PROCUREMENT AND CONTRACTING DOCUMENTS GROUP		
DIVISION 00	- PROCUREMENT AND CONTRACTING REQUIREMENTS	
000101	PROJECT TITLE PAGE	1
000107	SEALS PAGE	1
001113	ADVERTISEMENT FOR BIDS	2
002113	INSTRUCTIONS TO BIDDERS	1
002213	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS	4
003132	GEOTECHNICAL DATA	12
003143	PERMIT APPLICATION	1
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004313	BID SECURITY FORMS	1
SPECIFICATIONS GROUP		
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012100	ALLOWANCES	4
012500	SUBSTITUTION PROCEDURES	4
012900	PAYMENT PROCEDURES	3
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014339	MOCKUPS	4
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DIVISION 03 - CONCRETE

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032000 CONCRETE REINFORCING 4

033000 CAST-IN-PLACE CONCRETE 8

DIVISION 04 - MASONRY

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047300 MANUFACTURED STONE MASONRY 5

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

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061753 SHOP-FABRICATED WOOD TRUSSES 4

062013 EXTERIOR FINISH CARPENTRY 2

062023 INTERIOR FINISH CARPENTRY 2

064116 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS 5

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

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072119 FOAMED-IN-PLACE INSULATION 2

072500 WEATHER BARRIERS 11

072600 VAPOR RETARDERS 3

072800 FLUID-APPLIED MEMBRANE AIR AND WATER BARRIERS 11

074113.16 STANDING-SEAM METAL ROOF PANELS 11

074213 METAL WALL PANELS 3

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084113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	7
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092400	CEMENT PLASTERING	5
092900	GYPSUM BOARD	5
093013	CERAMIC TILING	6
095123	ACOUSTICAL TILE CEILINGS	3
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101416	PLAQUES	3
101419	DIMENSIONAL LETTER SIGNAGE	4

101423	PANEL SIGNAGE	5
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ARCHITECT: Architectural Alliance Inc.
PROJECT NO: 21167.00

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22 11 19 Domestic Water Piping Specialties
22 13 16 Sanitary Waste And Vent Piping
22 13 19 Sanitary Waste Piping Specialties
22 33 00 Electric, Domestic-Water Heaters
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23 00 00 Mechanical General Provisions
23 05 13 Common Motor Requirements For HVAC Equipment
23 05 29 Hangers And Supports For HVAC Piping And Equipment
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23 31 13 Metal Ducts
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23 34 23 HVAC Power Ventilators
23 35 33 Listed Kitchen Ventilation System Exhaust Ducts
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EXHIBIT B

BOARD OF TRUSTEES

Frank Coffin, Chairman
Rebecca Ford, Vice Chair
Gaye Lokey, Secretary
Brian Hawthorne
Dolores Sennette
Mike Marion
Dr. Dana Johnson
Edreauanna Fowler
Sheriff Zena Stephens, Ex Officio
Sheriff Mark Davis, Ex Officio

EXECUTIVE MANAGEMENT TEAM

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

ATTACHMENT A

COVER SHEET

Name of Company	
Company Mailing Address	
Company Telephone Number	
Name of Authorized Representative	
Title of Authorized Representative	
Representative’s Telephone Number	
Representative’s Email Address	

Is Bidder a member of one of the following purchasing co-ops?

Buy Board		TxMAS	
Texas SmartBuy		Region 5	
Other		Other	

Is Bidder considered a Historically Underutilized Business (HUB)?

No		Yes		Qualifying factor:	
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Is Bidder considered a Small Business (less than \$1,000,000 annual receipts or 100 employees)?

No		Yes	
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The person signing below certifies they are entitled to represent the bidder, empowered to submit the bid, and authorized to sign a contract. The signer also certifies all information submitted with this bid is true and correct.

 Name
 Printed Name:
 Title:

 Date

ATTACHMENT B**ASSURANCES DOCUMENT**

Bidder assures the following:

1. All exhibits and attachments to the RFP as distributed by Spindletop Center and designated by the checklist have been received.
2. No attempt has been or will be made by the Bidder to induce any person or firm to submit or not to submit a Bid, unless so described in its Bid.
3. The Bidder does not discriminate in its services or employment practices on the basis of race, color, genetic information, religion, sex, sexual orientation, national origin, disability, veteran status, or age.
4. All cost and pricing information is reflected in the RFP response documents or attachments.
5. Bidder accepts the terms, conditions, criteria, and requirements set forth in the RFP.
6. Bidder accepts Spindletop Center's right to cancel the RFP at any time prior to Contract award.
7. Bidder accepts Spindletop Center's right to alter the timetables for procurement that are set forth in the RFP.
8. The Bid submitted by the Bidder has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the Bid submitted by the Bidder has not been knowingly disclosed by the Bidder to any other Bidder prior to the notice of intent to award.
10. No claim will be made for payment to cover costs incurred in the preparation of the submission of the Bid or any other associated costs.
11. Spindletop Center has the right to complete background checks and verify information.
12. The individual(s) signing this document and any contract awarded to Bidder is authorized to legally bind the Bidder.

ATTACHMENT B**ASSURANCES DOCUMENT - CONTINUED**

13. No employee of Spindletop Center, and no member of Spindletop Center’s Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed Contract to Bidder. If the Bidder is unable to make the affirmation, then the Bidder must disclose any knowledge of such interests. See Attachment C.
14. Bidder is not currently held in abeyance or barred from the award of a federal or state contract.
15. Bidder has not filed for bankruptcy within the past five (5) years
16. Bidder is not currently in the process of filing for bankruptcy.
17. Bidder is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes) Article 2.45.
18. Bidder shall disclose whether any of the directors or personnel of Bidder have either been an employee or trustee of Spindletop Center within the past three (3) years preceding the date of submission of the Bid. If such employment has existed, or a term of office serviced, the Bidder shall state in writing the nature and time of the affiliations as defined. See Attachment C.
19. Bidder shall identify in writing any trustee or employee of Spindletop Center who has a financial interest in Bidder or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable. See Attachment C.
20. No former employee or officer of Spindletop Center directly or indirectly aided or attempted to aid in procurement of Bidder’s service.
21. Bidder shall disclose in writing the name of every Spindletop Center employee and/or member of Spindletop Center’s Board of Trustees with whom Bidder is doing business or has done business during the 365-day period immediately prior to the date on which the Bid is due. Failure to include such a disclosure will be a binding representation by Bidder that the natural person executing the Bid has no knowledge of any key persons with whom Bidder is doing business or has done business during the 365-day period prior to the immediate date on which the Bid is due. See Attachment C.

ATTACHMENT B

ASSURANCES DOCUMENT - CONTINUED

- 22. Pursuant to Texas family Code Section 231.006, the Bidder represents and warrants that it is not delinquent in the payment of child support. Bidder acknowledges that Spindletop Center may terminate this contract and withhold payment if child support becomes delinquent.

- 23. Pursuant to Texas Government Code Chapter 2270, the Bidder verifies that it (1) does not boycott Israel, and (2) will not boycott Israel during the term of the contract. Boycotting Israel includes refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic hard on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or with an Israeli-controlled territory but does not include an action made for ordinary business purposes.

Signature of Bidder’s Authorized Representative Date _____

Printed Name

Title

Company Name

ATTACHMENT C

CONFLICT OF INTEREST QUESTIONNAIRE – PAGE 1

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

ATTACHMENT C

CONFLICT OF INTEREST QUESTIONNAIRE – PAGE 2

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

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

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

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

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

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

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT D

LOBBYING CERTIFICATION

The undersigned certifies, to the best of their 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 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 in to 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.

Signature of Authorized Individual

Date

Print Name of Authorized Individual

Title

EXHIBIT E**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/sub vendor; "contract/agreement" refers to both contract/agreement and subcontract/sub agreement.

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'/sub vendors under this proposed contract? _____ YES _____ NO

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

1. 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.
2. A contractor/vendor may rely upon a certification of a potential subcontractor/sub vendor 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/ sub vendors upon each subcontract's/sub agreement's initiation and upon each renewal
3. 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.
4. 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/sub agreement 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 E

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 2022
September 1, 2021 to August 31, 2022

ATTACHMENT F

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																									
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																											
2 Business name/disregarded entity name, if different from above																																											
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																										
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC																																										
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____																																										
	<input type="checkbox"/> Other (see instructions) ▶ _____																																										
<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																									
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)																																									
6 City, state, and ZIP code																																											
7 List account number(s) here (optional)																																											
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																											
		Social security number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> </tr> <tr> <td colspan="4"></td> <td style="text-align: center;">-</td> <td colspan="4"></td> <td style="text-align: center;">-</td> <td colspan="4"></td> </tr> </table>																									-					-											
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		Employer identification number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> <td style="width:25px; height:25px;"></td> </tr> <tr> <td colspan="11"></td> <td style="text-align: center;">-</td> <td colspan="9"></td> </tr> </table>																																-									
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Part II Certification Under penalties of perjury, I certify that:																																											
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																											
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																											
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____																																									
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.																																											
<ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																																											
Cat. No. 10231X Form W-9 (Rev. 10-2018)																																											

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:

ATTACHMENT H

REFERENCES

Reference #1

Company Name	
Company Representative	
Company Address	
Representative’s Phone Number	
Representative’s Email Address	
Length of working relationship	

Reference #2

Company Name	
Company Representative	
Company Address	
Representative’s Phone Number	
Representative’s Email Address	
Length of working relationship	

Reference #3

Company Name	
Company Representative	
Company Address	
Representative’s Phone Number	
Representative’s Email Address	
Length of working relationship	

ATTACHMENT I

BID PAGE

See Project Manual Section 004113 Bid Form

**ATTACHMENT J
GRADING CRITERIA**

SPINDLETOP CENTER SILSBEE

General Contractor:
COMPETITIVE SEALED PROPOSAL SCORE CHART

1	Proposed Price	0-50	Total Score
2	Company History, experience, reputation	0-15	Total Score
3	Proposed Schedule / Timeline	0-20	Total Score
4	Subcontractors	0-15	Total Score

<p>Notes: Spindletop Center will select a vendor whose goods or services provide the best value for the organization based on the above criteria, the vendor with the highest score will be granted the job.</p>
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