

East Texas Council of Governments
3800 Stone Rd. Kilgore, TX 75662



Workforce Solutions of East Texas

Invitation for Bid (IFB): Tyler Property Lease 2016 IFB

IFB# CG-WFTPL16IB

David A. Cleveland, Executive Director

Due Date: **April 15, 2016**

Time Due: **10:30 A.M. CDT**

Invitation for Bid (IFB): Tyler Property Lease 2016 IFB

IFB NUMBER: CG-WFTPL16IB

RESPONSE MUST BE RECEIVED AT THE DESIGNATED LOCATION SPECIFIED IN THIS IFB SOLICITATION ON
OR BEFORE:

Friday, April 15, 2016

at

10:30 AM CDT

MAIL, COURIER or HAND DELIVER RESPONSE TO:

East Texas Council of Governments (ETCOG)
ATTN: Trish Hudspeth, CTPM
ETCOG Purchasing & Facilities Office
3800 Stone Road, Kilgore, TX 75662

***MUST Show Attn: Trish Hudspeth; IFB# CG-WFTPL16IB; April 15, 2016, 10:30AM in
bottom left corner of outermost Return Envelope/Package***

GENERAL INFORMATION

Responses to this Invitation for Bid (IFB) solicitation must be received at the location designated above on or before the time and date specified in order for bid submission to be considered.

NOTICE: ETCOG reserves the right to not award and/or end this IFB process at any time, without any prior notice, written or otherwise, to anyone. ETCOG will not be held responsible or liable for any time and/or effort spent on Proposer IFB preparation or submission. This is an invitation for bid and Proposers participate solely of their own free will and volition.

A. IFB OBJECTIVE

ETCOG, as administrative unit for the Workforce Solutions East Texas Board (WSETB), is soliciting bids for the lease of rental property in the Tyler, Texas area. The property will be used for the implementation of Federal and State funded programs serving targeted populations and communities.

B. SUBMISSION INSTRUCTIONS

Proposers may retrieve the IFB Friday, April 1, 2016 online at: <http://www.etcog.org/> by clicking on Tyler Property Lease. It is the Proposer's sole responsibility to prepare, submit, and deliver an IFB proposal with all required materials to the designated location on or before the published submittal deadline of **April 15, 2016 by 10:30 A.M. (per Lobby clock)**. Courier or delivery services may not deliver directly to the specified location, therefore, it is strongly recommended to note the following:

- If mailing or sending by courier, the Proposer (Offeror) is cautioned to allow sufficient time for delivery prior to the published deadline to the location specified above.
- Failure to deliver, for whatever reason, may not be grounds for disputing the procurement solicitation process or any resulting contract award.
- Late proposals will not be considered.

C. BID SUBMISSION SHEET

Potential Proposers interested in responding to this IFB solicitation must follow/use the Proposer Bid Submission Sheet (Attachment A), when submitting bid proposal.

Any font setting will suffice as long as it is legible for review, evaluation, and award purposes by ETCOG staff and WSETB Committee and Board members.

Wherever a signature is required, signature must be legible. If needed, a printing name above or below a signed signature will be permissible as long as a hand-written signature is provided. No hand-written signature may constitute bid submission as invalid for award consideration.

D. QUESTIONS

All questions relating to the IFB must be in writing to the e-mail as provided below. All responses to questions (if any) shall be in writing posted on the ETCOG website to benefit all potential Proposers solicited in this IFB process. It is the sole responsibility of potential Proposers to acquire responses to questions and any information relevant to this IFB process by going online at (TBA) and clicking on the “Longview Property Lease IFB’ link.

EMAIL QUESTIONS TO:

ATTN: Trish Hudspeth, CTPM, Purchasing & Facilities Manager

ETCOG Purchasing & Facilities Division

Email: patricia.hudspeth@etcog.org

Due to the nature of the bid solicitation and evaluation process being utilized, after *receipt* of bids only the names of Proposers will be made public, if asked. Bid submissions, prices, terms, and other details will only be divulged by attending the IFB Bid Opening at 10:30 A.M. on Friday, April 15, 2016. All bid submissions become the property of ETCOG upon receipt. Late proposals will not be considered.

D. BID REVIEW

ETCOG staff will review all bid submissions received by the IFB submission deadline to determine if mandatory requirements are met. Compliant bid submissions will then be approved for subsequent evaluation by appointed members of the WSETB delegated Workforce Centers Committee.

E. EVALUATION CRITERIA

Submitted Proposer properties for lease will be evaluated by committee members and will be based on best value cost determinations, location, required dimensions, space utilization/build-out, public access, available parking, expansion, and any other criteria to run a workforce center location..

F. CONTRACT AWARD

ETCOG intends to award contract to the Proposer whose lease property submission best meets the WSETB program requirements, as well as, meets or exceeds “best value” to ETCOG and end-user needs

in order to conduct daily business efficiently and effectively, to the benefit of their clients and surrounding community and/or county.

G. BEST VALUE

In determining “best value”, all IFB information requested and contained in bid submissions pertaining to, but not limited to, lease expenditures; Triple Net, lease terms and conditions; potential build-out costs, and any other information known (or inadvertently overlooked) deemed necessary; and any information obtained during this IFB procurement process, will be considered.

H. LEASE TERMS/CONDITIONS

ETCOG will work with the successful Proposer whose submitted property for lease in the Tyler, Texas metropolitan area best meets the evaluated/best value criteria already set-forth in this IFB for WSETB Programs to finalize, but not limited to, IFB requirements: lease terms and conditions; and ‘build-out’ cost/timelines. In the event terms and conditions or any other unforeseeable event occurs that no longer is in the best interest of ETCOG and the successful deployment of WSETB programs, then any pending contract agreement will not be finalized. ETCOG reserves the right to move on to the next submitted lease property that offers the next best value for ETCOG and WSETB programs and end-users, and so on, until a successful lease is obtained.

PROPERTY REQUIREMENTS

Leasable office space to house the East Texas Workforce Center in Tyler, Texas. The building (or buildings) should be from a pre-existing structure.

Tyler, Texas (Smith County):

- a) Total building space must have at least 22,000 square feet (maximum) of heated and cooled space with reasonably proportioned length and width for use as office space. Any property with less square footage will not be considered.
- b) Building space must be within the metropolitan area of Tyler, Texas, preferably in an area that is accessible to the general public and business customers.
- c) Building must have a minimum of 190 parking spaces and the potential for more.
- d) A flexible floor plan with large open areas on ground level. A floor plan that is energy efficient is preferable.
- e) Property layout should have suitable working area for 95 full-time employees and waiting area for workforce center participants. Needs the potential for expansion to allow for future staff if warranted.
- f) Must be presentable to the public and have a professional appearance from the exterior and interior.
- g) The building space should be located on or very near a public transportation route.

- h) The final contract will include any needed renovations. The individual or organization selected will be expected to consult with Workforce Center staff on space configuration prior to finalization of a contract.
- i) Must be in compliance with the Americans with Disabilities Act (ADA) to include the correct number of parking spaces.
- j) Proposed office building must be certified “Asbestos Contained/Free” and “Mold-Free”.
- k) Lease agreement (contract) must contain a funding out clause.
- l) Desired move-in date: January 2, 2017 (subject to change)
- m) The building space shall have either pre-existing office space and classroom areas for workforce management functions, or the ability to convert open space into office and classroom space.

STANDARD TERMS & CONDITIONS

ETCOG reserves the right for any contract resulting from this IFB to be contingent upon the continued availability of funding.

- A. ETCOG reserves the right to accept, reject or revise bid submissions received, as well as, to vary or waive any provisions/dimensions set forth in this IFB in the best interests of ETCOG and WSETB.
- B. This request for qualifications does not commit or obligate ETCOG to allow any costs incurred in the preparation of a response or in advance of the execution of a contract.
- C. Conflict of interest is a serious issue. Proposers may not hire ETCOG or WSETB management or support staff, or policy board members that were involved in the evaluation and/or selection process under this proposal. Proposers must sign and submit Conflict of Interest form (Attachment B).
- D. ETCOG reserves the right to approve/reject the final terms of any potential agreement or contract as a result of this IFB, to include but not limited to, any essential clauses or certifications in this IFB. Bid Submission must have original signature of the person having the authority to bind the organization to a contract or it may be rejected for non-compliance.
- E. ETCOG reserves the right to claim ownership of any bid submitted in response to this IFB to be the property of ETCOG, and is not obligated to return bid responses, binders or exhibits to Proposers. Proposer should not include proprietary information or trade secrets. Information submitted may be
- F. subject to disclosure under the Texas Open Records Act, it will be the responsibility of the Proposer to seek an exemption from disclosure and file any necessary documents with the Attorney General.
- G. Submissions not selected for funding may be appealed only with respect to any fault or violation of law or regulation regarding the review process. Appeals must be filed within ten calendar days of the final ETCOG action, at the address identified above.

- H. All programs and employers under the auspices of ETCOG are in compliance with EEO. Auxiliary aids and services are available, upon request, to individuals with disabilities.

ESSENTIAL CLAUSES AND CERTIFICATIONS

The following forms must be completed, signed, and included with Proposer's IFB: (1) certification for lobbying, (2) certification for debarment, (3) certification for Texas Corporate Franchise Tax, and also be in full agreement and compliance of general essential clauses. **Failure to return any pages requiring Proposer signature will cause proposal to be null and void.**

Davis-Bacon Act

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

Equal Opportunity

ETCOG is an equal opportunity employer. All programs under the auspices of ETCOG are equal opportunity entities. Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

Antitrust

Neither Proposer nor firm, corporation, partnership, or institution represented by Proposer or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this IFB.

Conflict of Interest Questionnaire (Attachment B)

Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with ETCOG to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an officer of ETCOG or an ETCOG officer's close family member. The CIQ must be completed and filed with the proposal response if an employment or business relationship defined in the law exists.

Abandonment or Default

If the successful Proposer defaults on a contract resulting from this IFB, ETCOG reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting Proposer will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specifications or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

Buy Texas

In accordance with Texas Government Code, Section 2155.4441, and the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

Texas Sales and Use Tax

Pursuant to § 2155.004, Government Code, a state agency may not accept a bid or award a grant to any individual not residing in this state or business entity not incorporated in or whose principal domicile is not in this state unless: the individual or business entity holds a permit issued by the comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in this state or certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax,

The undersigned authorized representative of the business entity being awarded a grant herein certifies that it (indicate the statement that applies to your business entity): holds a permit issued by the comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in this state; or does not sell tangible personal property or services that are subject to the state and local sales and use tax.

Change Management

The Proposer agrees that the key personnel assigned to Contract shall remain available for the entirety of the project throughout the term of the Contract as long as that individual is employed by the Proposer unless ETCOG agrees to a change in key personnel.

Liability for Property Damage

Successful Proposer shall be liable for all damages to ETCOG owned, leased, or occupied property and equipment caused by Proposer and its employees, agents, subcontractors, and suppliers, including delivery or cartage company, in connection with any performance pursuant to a Contract as a result of this IFB. The Proposer shall notify ETCOG Contract Manager in writing of any such damage within one (1) calendar day.

Limitation on Authority; No Other Obligations

Successful Proposer shall have no authority to act for or on behalf of ETCOG except as expressly provided for in a contract or agreement resulting from this IFB; no other authority, power, or use is granted or implied. Successful Proposer may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of ETCOG.

Liability for Taxes

Successful Proposer represents and warrants that it shall pay all taxes or similar amounts from any contract or agreement resulting from this IFB, including, but not limited to, any federal, State, or local income, sales, or excise taxes of successful Proposer or its employees. ETCOG shall not be held liable for any taxes resulting from the Successful Proposer executing the performance of any contract or agreement.

Force Majeure

Neither Proposer nor ETCOG shall be liable to the other for any delay in, or failure of performance, of any requirement included in a contract resulting from this IFB caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

Lobbying

This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies 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 employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, the extension, continuation, renewal, amendment, or modification of any federal grant award, 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, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, 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 subgrant awards, subgrants, and awards under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that neither it nor its principals:

- (1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency.
- (2) Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or grant award under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
- (4) Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default

Texas Corporate Franchise Taxes

Pursuant to Article 2.45, Texas Business Corporation Act, State agencies may not award grants to for-profit corporations that are delinquent in making state franchise tax payments.

The undersigned certifies that the certification marked below applies to its business entity:

_____ The entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

_____ The entity is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

ACKNOWLEDEMENT

I, the undersigned, have acknowledged that I have read the Essential Clauses and Certifications and I further acknowledge that I am authorized to bind the organization I represent to these requirements should this proposal be accepted for funding by ETCOG.

Authorized Signature

Date

Typed Name & Title

Submitting Organization

ATTACHMENT A
PROPOSER SUBMISSION SHEET
IFB# CG-WFTPL15IB TYLER LEASE PROPERTY IFB

Property Submitted for Lease Proposal: _____ **Date:** _____

Property/Building Name: _____

Property Address:

Street: _____

City, Zip: _____

County, Texas: _____

Total Square Footage: _____

Guaranteed Price: _____ per Square Foot _____ Monthly

Additional Fees (Triple Net, etc.):

CAM: per Square Foot: _____ Monthly _____ Annually _____

Insurance: per Square Foot: _____ Monthly _____ Annually _____

Taxes: per Square Foot: _____ Monthly _____ Annually _____

Total Triple Net (NNN): Monthly _____ Annually _____

Combined Totals (Lease+ NNN):

Monthly _____ Annually _____

Common Areas (defined): _____

Parking Areas (specific details):

Number of spaces: _____

Surface type: _____

Flooding issues/Run-off: _____

Property Crime Statistics: _____

Property Location (describe): _____

Public Access/Transportation Route: _____

Adjacent business/residential properties: _____

Flood Zone: _____

Property Owner Information:

Name: _____

Address: _____

Phone: _____ Cell: _____

Email: _____

Property Agent/Representative Information:

Company Name: _____

Broker/Rep Name: _____

Phone: _____ Cell: _____

Email: _____

Bid Affirmation & Signature:

I the undersigned, affirm that I am the property owner or a duly appointed and/or authorized agent of the owner who may submit, authorize, and sign on behalf of said property owner this IFB proposal.

Owner/Authorized Agent (signature)

Signature Date

Owner/Authorized Agent (printed)

Attachment B

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p> 	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> 		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right;">Date</p>		