



Invitation for Bids

**OFFICE SPACE
Hebbronville, Texas**

**Issued on:
May 14, 2018**

**Submission Deadline:
June 8, 2018 by 12:00 PM (CST)**

Issued by:
Workforce Solutions for South Texas
Rogelio Trevino, Executive Director
500 E. Mann Rd. Suite B5
P.O. Box 1757
Laredo, Texas 78044-1757
(956) 722-3973
Fax: (956) 725-2341

PART ONE - INTRODUCTION

1.1 Background

Workforce Solutions for South Texas Board (the Board) is one of the 28 workforce development boards established by the Texas Legislature in 1995. In accordance with the Workforce Investment Act and the Texas Workforce Legislation, the Board is a volunteer body appointed by the Chief Elected Officials of each of the counties served in the South Texas Workforce Development Area (South Texas WDA). As the grant recipient and administrative entity for South Texas WDA, the Board is responsible for the strategic and operational planning, oversight and evaluation of federal and state workforce programs in the region including employment, training funds, child care and related support services. The Board oversees workforce services provided in Jim Hogg, Webb and Zapata Counties for the current, emerging and transitional workforce.

The Board's spectrum of responsibility also includes accountability, monitoring, and oversight functions of all training services, policy and program guidance, performance evaluations and the procurement and selection of service providers.

1.2 Purpose of Invitation for Bids (IFB)

The purpose of this IFB is to solicit bids for the leasing of approximately 400 to 700 square feet of office space within Hebbronville, Texas city limits. The office space will house Workforce Solutions for South Texas One-Stop Center. The Board may negotiate size of space depending on office layout, client flow and cost. The initial lease will commence upon occupancy and will end one year from commencement. The Board will reserve the right to renew the lease on an annual basis for an additional four (4) years contingent upon funds being available to the Board.

PART TWO- Procedures for Submitting Bids

2.1 Bid Submission Information and Due Date

Bids are due no later than 12:00 PM (CST) on June 8, 2018. Official receipt of bids will be entered on a receipt log, and a receipt form will be issued by the Board, if it is requested by the bidder. Bidders who mail a bid will be sent (or faxed) a copy of this receipt form upon request. **Faxed or e-mailed bids are not acceptable. Proposals submitted after the indicated due date will not be accepted.** There will be no exceptions. Proposals must be hand delivered or sent via private or public mail carrier.

If hand delivered:

Bertha Millan

Workforce Solutions for South Texas
500 E. Mann Rd. Suite B5
Laredo, TX 78041

If sent via mail carrier:

Bertha Millan

Workforce Solutions for South Texas
P O Box 1757
Laredo, TX 78044

Timely delivery of proposals to the above address is the sole responsibility of the proposer. Proposals submitted via private or public mail carrier services will be considered to be hand-carried and must be submitted by the deadline.

Bidders must submit one (1) original and four (4) copies of the bid. Bidders may propose more than one location, but each bid must be submitted separately. The bidder is responsible for ensuring that the copies contain all of the required elements outlined in the IFB. Incomplete copies may result in the bidder being deemed nonresponsive to the IFB. Any proprietary information should be clearly marked as confidential. All proposals and their accompanying attachments will become the property of WSST Board after submission and will not be returned. The proposal must be in the exact order as follows:

- 1. Cover Page**
- 2. Background of Proposer**
- 3. Facility Design**
- 4. Cost**
- 5. Certifications**

Submit one (1) electronic copy of the Proposed Bid in a USB Drive.

2.3 IFB Questions

Questions regarding this solicitation shall be submitted by email to Bertha Millan at bertha.millan@southtexasworkforce.org. Questions will not be accepted after 12:00 PM (CST) May 25, 2018. Verbal questions will not be accepted or responded. A question and answer document regarding questions received will be posted at: www.southtexasworkforce.org by May 29, 2018.

PART THREE – BID/Proposal Content

3.1 General Bid Criteria

1. Proposed office space must be located within Hebronville, Texas city limits with approximately 400 to 700 square feet available to accommodate the following:
 - Reception/waiting area
 - One (1) office/cubicle to accommodate one (1) employee with space for a desk, file cabinets, and office equipment.
 - Open space to accommodate three (2) computers for public use, copier/fax and other shared office equipment
 - Accessible Restrooms

Include floor plans of the proposed site; if possible, provide pictures of interior and exterior.

2. The proposer must indicate the number of parking spaces provided, including handicapped accessible parking spaces, and whether the parking spaces are for exclusive use or are to be shared with other tenants. Proposer must indicate its parking lot maintenance schedule.
3. The proposed office space must comply with the requirements of the Americans with Disabilities Act. Any modifications required to meet accessibility will be done at the proposer's expense.
4. Proposer must indicate a monthly lease rate and what utilities (electricity, water, etc.) or services are included (i.e. grounds keeping, building maintenance and repairs, fire extinguisher inspections, AC maintenance and filters, parking lot maintenance, etc.).
5. Proposer must indicate whether signage would be available, as well as the size of location signs. If signs are not provided, proposer should indicate where the Board might place a sign and any restrictions of signage.
6. Proposer must indicate if there is accessibility to public transportation and indicate nearest stop location.

PART FOUR - INFORMATION TO BE PROVIDED

Prospective proposers must affirmatively demonstrate responsibility and must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics
5. Be otherwise qualified and eligible to receive an award

Successful proposers shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PART FIVE – GOVERNING PROVISIONS

Violation of any of the following provisions may cause a proposal to be rejected.

- A. The purpose of this IFB is to ensure maximum, open, free competition in the solicitation of and procurement of services. This IFB is not to be construed as a purchase agreement or contract or as a commitment of

- any kind; nor does it obligate the Board to award any contract or to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by the Board.
- B. It is the policy of the Board to encourage and support equal opportunity in the purchase of goods and services. The Board shall comply with all Equal Opportunity requirements in the procurement of all goods and services.
 - C. The Board reserves the right to accept or reject any or all proposals received, or to cancel or reissue this IFB in part or its entirety.
 - D. The Board reserves the right to award a contract for any services or groups of services solicited via the IFB in any quantity the Board determines is in its best interest. It further reserves the right to make no award as a result of this solicitation for any services or group of services if in the Board's best interest.
 - E. The Board reserves the right to correct any error(s) and/or make any changes to this solicitation as deemed necessary. The Board will provide notification of such changes to all bidders recorded in the Board's Distribution Log & Receipts Record as having received or requested an IFB.
 - F. The Board reserves the right to negotiate the final terms of any contract awarded as a result of this solicitation with the bidder selected and any such terms negotiated as a result of this IFB may be renegotiated and/or amended to successfully meet the needs of the Workforce Development Area (WDA).
 - G. The Board reserves the right to contact any individual or entity listed in the proposal that may have knowledge of the proposer's experience, performance and qualifications.
 - H. The Board reserves the right to terminate or cancel this IFB and any contract action if funding is not available.
 - I. Proposers shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee or agent of the Board for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder. In addition, no employee, officer, or agency of the Board shall participate in the selection, award or administration of contract supported by grant funds if a conflict of interest, real or apparent, would be involved.
 - J. Proposers shall not engage in any activity, which will restrict or eliminate competition. Violation of this provision may cause a proposal to be rejected. This does not preclude joint ventures.
 - K. The contents of a successful proposal may become a contractual obligation if selected for award. Failure of the proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful proposer as a basis for release of proposed services at stated price/cost.
 - L. The Board reserves the right to request clarification of, explanation for, or verify any aspect of a response to this IFB, and to require the submission

- of any price, technical, or other revision to the IFB that results from negotiations conducted.
- M. The Board reserves the right to award to other than the lowest proposer.
- N. The Board reserves the right to award without discussion.
- O. The Board reserves the right to reject any proposal that fails to conform to the essential requirements of the IFB.
- P. The Board reserves the right to extend, shorten, increase or decrease any contract awarded as a result of this IFB.
- Q. Proposers shall not contact any Board member or Board staff, with the exception of the IFB contact person, during solicitation or evaluation period.
- R. Proposers may be contacted during the evaluation process to provide clarification on the submission of the proposal.

PART SIX - PROPOSAL EVALUATION AND SELECTION PROCESS

Determination of Responsiveness

Proposals received by the deadline will be reviewed for responsiveness to the IFB requirements (required number of copies, format, content, order, forms, etc.). Incomplete proposals will not be reviewed or considered in the evaluation process. This includes, but not limited to missing forms, and unsigned certification form(s).

Evaluation Criteria

The process for evaluation proposals includes: (1) review and scoring by Board administrative staff; and (2) review and approval by the Board. Proposals will be evaluated using the criteria listed below:

A. Bid conforms to criteria requested in the IFB	20 points
B. Facility is ADA compliant	20 points
C. Location – centrally located	5 points
D. Public transportation accessible	5 points
E. Proposer will provide amenities at no added cost	10 points
F. Reasonableness of Cost	20 points
G. Condition of Facility – aesthetic appeal	15 points
H. Ready for occupancy within 30 days from selection	5 points
Total 100 Points	

Proposal must meet the threshold of 70 point average for consideration.

Debriefing and Appeal Process

Proposers not selected by this procurement process may submit within ten (10) days of the receipt of notification of the procurement decision, a written Request for Debriefing to obtain information on the procurement process and how their proposal or offer was submitted and scored. The WSST Board shall acknowledge receipt of the Request for Debriefing in writing within ten (10) days

of receipt. The Debriefing shall be scheduled as soon as possible and no later than ten (10) days from the receipt of the Request for Debriefing. A debriefing is offered as a courtesy to any bidder or proposer who is not selected for funding. The purpose of the debriefing is to promote the exchange of information, explain the proposal evaluation system, and help unsuccessful proposers understand why they were not selected.

Proposals 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 (10) calendar days of final WSST Board action with the WSST Workforce Supervisor/EO Officer/504 Coordinator. Final WSST Board action shall be considered to be the WSST Board meeting at which final selection of the proposals is made. Inquiries shall be directed to:

Bertha Millan
Workforce Supervisor/EO Officer/504 Coordinator
Workforce Solutions for South Texas
500 E. Mann Rd. Suite B5
P.O. Box 1757
Laredo, Texas 78044-1757

The appeal must indicate the WSST Board action appealed and the violation forming the basis of the appeal, and shall be signed by the appellant organization's authorized representative. Fax and e-mail transmittals will not be accepted. The filing of the appeal within the time frame is a condition precedent. There is no relief accorded appellants for not filing within the published deadlines. Hearings shall be conducted in accordance with existing WSST Board's procedures, which will be provided to the appellant as soon as practicable after the WSST Board receives the appeal.

Request for Debriefing - A debriefing is offered as a courtesy to any bidder or proposer who is not selected for funding. The purpose of the debriefing is to promote the exchange of information, explain the proposal evaluation system, and help unsuccessful proposers understand why they were not selected. A debriefing is not a forum to address proposer complaints.

Proposers not selected by this procurement process are entitled to no more than one debriefing for each proposal. If two proposals were considered together by the WSST Board in making a decision, proposers are entitled to one debriefing that will address each proposal. To be entitled to a debriefing, a proposer shall submit within ten (10) days of the receipt of WSST Board notification of the procurement decision, a written Request for Debriefing to obtain information on the procurement process and how their proposal or offer was submitted and ranked. Untimely requests shall not be entitled to a debriefing, unless the Executive Director determines that a justifiable excuse exists.

The WSST Board shall acknowledge receipt of the Request for Debriefing in writing within ten (10) days of receipt, along with the date and time of the scheduled Debriefing. The Debriefing shall be scheduled as soon as possible, but no later than ten (10) days from the receipt of the Request for Debriefing. The Executive Director may exercise his discretion in holding the debriefing conference telephonically. If a proposer is unavailable for a debriefing on the date provided in the notice, the proposer must notify the Executive Director forty-eight (48) hours in advance. Failure to do so may result in cancellation and/or waiver of the proposer's request for a debrief.

During pre-award debriefings, proposers are entitled to receive (1) WSST Board's evaluation of the offeror's proposal and (2) a summary of the rationale for eliminating the offeror from the competition. Proposers ***are not*** entitled to (1) the number of offerors, (2) the identity of other offerors, (3) the content of other offeror's proposals, (4) the ranking of other offerors, (5) the evaluation of other offerors, (6) a point by point comparison of the debriefed offeror's proposal with those of other offerors, or (7) any other information that is confidential by law or excepted from public disclosure under the Public Information Act.

**Workforce Solutions for South Texas
Bid for Office Space Lease**

Proposal Cover Sheet

Name of Bidder:

Mailing address:

Physical address (if different):

Phone Number:

Fax Number:

Proposal contact person:

Title:

Typed Name & Title of Authorized Signatory:

Authorized Signature (blue ink):

Tax/Legal Status: [] Corporation [] Sole Ownership [] Private For Profit
[] Partnership [] Other [] Public Non-Profit

State Comptroller Identification Number:

Federal Taxpayer ID Number:

Address of Proposed Location:

Name of Proposed Location, if any:

Proposed Monthly Lease Rate:

2. Background of Proposer/Agency

Previous Experience and Capability

Describe your past experience and performance, if any, in providing leased space to other agencies such as ours. If available provide a list of reference agencies (include phone number and contact person) currently leasing from you.

3. Facility Design

Fully describe what you are proposing. Indicate whether the bid is for space only, if improvements are included, if utilities such as electricity, water, telephone, internet, trash pickup, etc. and/or janitorial services are included. Describe the facility, its location, ADA accessibility, parking availability, and accessibility to public transportation. Include as attachments floor plans of the proposed site. If possible, include pictures of the interior and exterior of the proposed facility.

In your proposal address the following:

1. If necessary, will you make modifications to build out the interior of proposed office space to meet the needs of WSST?
2. Does the proposed office space comply with the American with Disabilities Act (ADA) requirements? If not, will you provide the required renovations to comply?
3. Will the proposer provide regular maintenance to the structures during the lease, including but not limited to, roof, interior/exterior walls, windows, doors, plumbing (water and sewer), air conditioning?
4. Will the proposer provide maintenance to keep the grounds in an attractive state, including watering and lawn maintenance?
5. Will the proposer provide maintenance to the parking lot to ensure it is in usable condition, including sweeping, stripping, etc.?
6. Will the proposer provide adequate space and locations for signs?
7. Will the rent remain constant during the term of the lease, if not, do you propose an escalation clause, or do you propose to review the lease rate upon each renewal subject to mutual acceptance?
8. List any amenities that will be included at no additional cost.
9. Provide estimated number of days for delivery of facility.

4. Cost

Complete cost per month and cost per sq. ft.

Monthly Lease Costs:

Option 1 – Lessor/bidder provides and pays for all utilities, including internet, trash pickup, electricity, water, except telephone, and provides and pays for janitorial services.

\$ _____ / Month \$ _____ / Sq. Ft.

OR

Option 2 – Lessee (WSST) pays for utilities, including internet, trash pickup, electricity, water, telephone, and provides and pays for janitorial services.

\$ _____ / Month \$ _____ / Sq. Ft.

OR

Option 3 – Lessor/bidder builds facility to specifications and leases facility to Lessee (WSST) with conditions of Option 1 or Option 2 described above.

\$ _____ / Month \$ _____ / Sq. Ft.

Printed Name of Proposer

Signature of Proposer

Date

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The grantee certifies that it will continue to provide a drug-free workplace by:
- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
 - (2) Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).
 - (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will
 - (a) Abide by the terms of this agreement;
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (5) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the

convicted employee was working, unless The Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number (s) of each affected grant.

- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (b), with respect to any employee who is convicted-
 - (a) Taking appropriate personnel action against an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance:

Check [] if there are workplaces on file that are not identified here. Not applicable

Name of Applicant Organization: _____

Name of Title of Authorized Signatory: _____

Signature: _____ Date: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations and implementing Executive Order 12549. Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19610-19211).

(Before completing certification, read attached instructions which are an integral part of the certification)

- 1.) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2.) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative:

Signature

Date

**CERTIFICATION REGARDING LOBBYING, CERTIFICATION FOR CONTRACTS,
GRANTS, LOANS AND COOPERATIVE AGREEMENT**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or 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 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 local, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have 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 the 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Name of Applicant Organization:

Name and Title of Authorized Signatory:

Signature: _____ Date: _____

CERTIFICATION REGARDING CONFLICT OF INTEREST

By signature of this proposal, Proposer covenants and affirms that:

- (1) no manager, employee or paid consultant of the Proposer is a member of the Policy Board, the President, or an manager of the STWDB;
- (2) no manager, or paid consultant of the Proposer is a spouse to a member of the Policy Board, the President, or an manager of the STWDB;
- (3) no member of the Policy Board, the President or an employee of the STWDB owns or controls more than a 10 percent of the proposing agency;
- (4) no spouse of a member of the Policy Board, President, or employee of the STWDB is a manager, or paid consultant of the Proposer;
- (5) no member of the Policy Board, President or employee of the STWDB receives compensation from Proposer for lobbying activities as defined in federal laws or Chapter 305 of the Texas Government Code;
- (6) Proposer has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interests;
- (7) should proposer fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Proposer shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with the STWDB and shall immediately refund to the STWDB any fees or expenses that may have been paid under the contract and shall further be liable for any other costs incurred or damages sustained by the STWDB relating to that contract.

Name of Applicant Organization: _____

Name and Title of Authorized Signatory: _____

Signature: _____ Date: _____

Certification of Non-Discrimination & Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA)

29 CFR PART 37—IMPLEMENTATION OF THE NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS OF THE WORKFORCE INVESTMENT ACT OF 1998 (WIA)

(a)(1) Each application for financial assistance under Title I of WIA, as defined in §37.4, must include the following assurance:

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I—financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

Applicant's signature below indicates organization is agreeing to comply fully with the assurance and certifications as part of its responsibilities as a successful contractor.

Signature

Title

Date

Printed Name and Title