

**REQUEST FOR QUOTE
(RFQ)
For**

Available Commercial Space to Lease in Navasota, Texas

For the

WORKFORCE SOLUTIONS BRAZOS VALLEY BOARD

*P.O. Drawer 4128
Bryan, Texas 77805
(979) 595-2800*

ISSUE DATE: February 28, 2018

BIDDERS CONFERENCE CALL: March 9, 2018 at 11:00 AM CST

RESPONSE DEADLINE: 4:00 PM CST March 23, 2018

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Workforce Solutions Brazos Valley Board

Request for Quote For Commercial Lease Space in Navasota Texas

INTRODUCTION

The Workforce Solutions Brazos Valley Board (WSBVB) is one of the 28 workforce boards established by the Texas Legislature in 1996. The Board is a volunteer body appointed by the Chief Elected Officials of each of the seven counties in the Brazos Valley, in accordance with the Workforce Innovation & Opportunity Act and Texas Workforce Legislation. WSBVB is responsible for the strategic and operational planning, oversight and evaluation of federal and state workforce programs within Brazos, Burleson, Grimes, Leon, Madison, Robertson and Washington counties including employment, training funds, child care and related support services. WSBVB oversees the operation for one full-service and six satellite career centers in the Region. All centers provide employment and training services, child care services and referral assistance for the current emerging workforce. The Brazos Valley Council of Government (WSBVB/BVCOG) is the fiscal and administrative agent for Workforce Solutions Brazos Valley Board.

REQUESTED SERVICES AND INFORMATION REQUIREMENTS

The Workforce Solutions Brazos Valley Board (the Board) is soliciting offers for commercial space to lease for their Navasota, Texas Workforce Office. This space shall be used to assist individuals with securing and maintaining employment, training, child care, and employment services for Grimes County. Space should be centrally located in Navasota, Texas. Space to be considered shall be an open environment and measure approximately 1000 square feet to 1800 square feet. Space should have adequate heating and cooling systems. Space must be able to be secure and allow for internet connectivity. Space must be ADA compliant with sufficient parking. See attached ADA survey. The initial term of the lease will be for up to 10 years depending upon performance and funds availability.

INFORMATION REQUIREMENTS:

Submission:

Respondents shall submit one (1) original and four (4) copies of the information, including required exhibits. Original shall be clearly marked and pages shall be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the information. Information is subject to open records request so any proprietary information should be marked as such with the understanding that the Office of Attorney General will make all final decisions regarding if proprietary information must be released. Respondents to this RFQ are responsible for all costs of information preparation.

All information shall be received and time stamped at the Center for Regional Services prior to 4:00 p.m. Central Standard Time on the date specified in the Schedule of Events. WSBVB/BVCOG reserves the right to reject late submittals.

Information shall be placed in a separate envelope/package and correctly identified with RFQ name, submittal opening date and time on the outside of the information package. If submitting multiple responses, each response shall be placed in a separate envelope and correctly identified with RFQ name, submittal opening date and time. It is the respondent's responsibility to appropriately mark and deliver the information to WSBVB/BVCOG by the specified date and time. WSBVB/BVCOG will not bear liability for any costs incurred in the preparation and submission of offers in response to this RFQ. All information becomes the property of WSBVB/BVCOG

Receipt of all addenda to this RFQ shall be acknowledged in the information response.

The lessor must indicate the costs for Standard Tenant Improvements, Tenant Agency Improvements, Utility Costs, and Janitorial Costs, as requested on the information submittal form. WSBVB/BVCOG reserves the right to assume costs for those services at any time during the original lease period or renewal and to reduce the monthly rental by the applicable amount.

SECTION A

Company Information:

Please provide the following information about your company, including, but not limited to the following:

- Company description
- Ownership (if partnership, identify each partner)
- Physical address (if partnership, include address of each partner)
- Mailing address (if partnership, include address of each partner)
- Other company locations
- Telephone and facsimile number
- E-mail address of company's primary contact
- Financial report, including latest annual report and latest quarterly report or financial statement if your company does not do an annual audit.
- All litigation that your company has been involved in within the last three (3) years. If the firm has been in existence less than three (3) years, identify litigation involving owners and management.

Experience and Financial Condition:

- Provide a summary of qualifications including commercial development experience and commercial property management experience;
- Provide a summary of real properties currently owned and/ or managed;
- Provide resumes of key management personnel;
- Describe separately, properties currently leased to the State; and

- Provide a written statement attesting to financial capacity to perform under the terms, conditions, and specifications.

References:

- Include a minimum of three (3) references from current tenants (other than the client agency requesting the space), including names, company information and telephone numbers; and
- Provide information regarding any experience with the WSBVB and/or Brazos Valley Council of Governments (WSBVB/BVCOG).

Condition of facility: Provide a description of the condition of facility offered, by describing:

- the original use versus current use;
- age of facility offered;
- general condition of building;
- security for parking and building;
- description of TAS and ADA compliance;
- description of any asbestos, mold or other hazardous abatement in the past 5 years;
- One (1) signed original and three (3) copies of property condition statement; and requested by WSBVB/BVCOG, a copy of all utility bills for the past year.

Information Submitted shall provide a Lease Space Cost for each property to be leased in response to this RFQ. This form is Attachment A and shall be completed and returned with the information. It is to be signed by an authorized agent of your company. Failure to do so will result in disqualification of the information.

Additional Required Documentation: In addition to the information requested above, the following information is also required:

A. Ownership/Control

1. WSBVB/BVCOG will NOT accept any information without a specific legal description AND legally enforceable documentation proving ownership or control of the property offered. Only ONE location may be submitted per information. If the property is currently owned by the lessor, the information must include the following to support ownership.
 - a. A legible copy of a recorded deed showing the name(s) of the owner(s) and legal description. The name(s) of the owner(s) must match the names of the lessor(s). The recorded deed must include the legal description of the property offered.
 - b. If the legal description in the deed does not describe the property offered (because of re-subdivision or other reasons), the lessor shall attach a current legal description of the specific property and a plat map clearly identifying the specific property.
2. If the property is not currently owned by the lessor, the information must include the following to prove control.

- a. A legible copy of the fully executed document demonstrating control of the property offered, which may be demonstrated by a contract for sale or exclusive option or other legally enforceable agreement acceptable to the WSBVB/BVCOG, between the seller and lessor. Any documentation submitted to prove control of the property must contain clear language specifying the legal description and period of control, which must NOT terminate during the evaluation process and prior to a lease Award.
 - b. A copy of a recorded deed showing the name of the owner(s) must exactly match the name of the seller(s). The recorded deed must include the legal description of the property conveyed.
 - c. If the legal description in the deed does not describe the property, the lessor shall attach a plat map clearly identifying the specific property offered.
 - d. Proof of legal authority to act on behalf of an owner must be submitted.
3. Any information submitted by an agent MUST include a copy of the legally enforceable document, acceptable to the WSBVB/BVCOG, identifying the principal, scope and duration of the agency.
 4. No property substitution will be allowed.
 5. All owners or potential owners of the property must be disclosed.

B. Site Plan

Proposer must provide four (4) copies of the proposed site plan. The site plan must show the footprint of the building and the parking lot, as well as the proposed accessible route(s) into the property and between the building and parking lot, as applicable.

C. Location

Proposer must provide four (4) copies of a city map indicating location of the building/site offered.

LEASE REQUIREMENTS

- (a) In signing this lease contract, the Lessor certifies that the leased Premises to be occupied shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations, which include compliance with all applicable handicapped accessibility requirements. Acceptance of the space does not exonerate the Lessor from meeting all the requirements. No requirement may be waived by the Lessee or the occupying agency.
- (b) Lessor specifically covenants and warrants that the space will at all times comply with the Texas Accessibility Standards (TAS) requirements for persons with disabilities administered by the Texas Department of Licensing and Regulations.
- (c) Lessor attests that it has sufficient and appropriate title to said Premises and attests that it has the financial capability to fully execute obligations in this lease contract. Lessor further covenants that it has the power and authority to execute this lease and to place Lessee in possession of the Premises in full satisfaction of and compliance with the terms and conditions herein.

- (d) Lessor also agrees that it will not attempt to impose upon Lessee any requirements of other legal instruments related to these Premises not referred to herein or made a part hereof. Lessor warrants to Lessee the leasehold interest created hereunder and agrees to defend Lessee against the claims of all persons to the leasehold interests of the Lessee. Any person or entity executing this lease as agent for the Lessor shall attach to this lease sufficient evidence of authority to act in the capacity shown.
- (e) **COMPLETED CONSTRUCTION PLANS shall be provided by Lessor to Lessee** for Lessee approval prior to commencement of construction. Lessor shall also provide Lessee a construction schedule showing all critical dates of construction or substantial renovation prior to the commencement of construction of the Premises covered by this lease.
- (f) **SITE PLAN & FLOOR PLAN DRAWINGS shall be provided by Lessor to Lessee prior to execution of the lease;** Lessor shall provide Lessee drawings of the floor plans of the leased Premises in electronic format. Site plan shall show the building footprint and parking lot(s).
- (g) **ALL CONSTRUCTION, REPAIRS AND ALTERATIONS shall be completed by Lessor before occupancy.** Lessee shall have full access to the premises during that period, at no charge to Lessee, in order to prepare the Premises for occupancy on the Commencement Date. All non-economic terms and conditions of the Lease shall be in force. Lessee may do whatever is necessary during said period to ensure it is able to commence normal business operations on the Commencement Date.

CERTIFICATE OF OCCUPANCY (CO), issued by the appropriate local authority, shall be provided by Lessor to Lessee **30 days** prior to occupancy.

- (h) Lessee reserves the right of inspection and may reject space based on adverse building conditions, including but not limited to general cleanliness, appearance of carpet or tile, grounds, finished interiors or exteriors, odors, pests, insects, or other problems relating to improper extermination or any other condition that would create unsanitary, unattractive or unsafe conditions.
- (i) As a condition of occupancy, Lessor certifies that the leased space contains the minimum usable square footage specified in the lease contract.
- (j) Lessee shall have the right to survey and inspect Property during the construction process to ensure the leased space complies with all requirements as set forth in this lease agreement.
- (k) Prior occupancy, Lessor shall thoroughly clean the leased Premises. Cleaning operations shall include, but not be limited to, the following:

1. Removal of non-permanent protection and labels.

2. Polish glass of all windows and doors.
3. Clean exposed finishes.
4. Clean all mirrors.
5. Remove all waste and debris.
6. Clean light fixtures and replace dimmed or burned out light bulbs.
7. Sweep and wash paved areas as needed.
8. Clean yards and grounds.
9. Vacuum all carpeted areas.
10. Wax and polish all hard surface flooring.
11. Clean blinds.

- (l) The Lessee may, upon written notice to the Lessor at least 30 days prior to termination of this lease or any extension, remain in possession of the leased Premises for a period specified in the notice, not to exceed 180 days. The Lessee shall pay the Lessor for each month or part of a month, a pro-rata sum equal to the Monthly Rent in effect at the termination of this lease for the space occupied by the agency during this period.
- (m) Lessor shall provide, at Lessor's expense, access to all utilities services, meters, and connections necessary for the proper and intended use of the space. These utilities include telecommunications facilities, continuous hot and cold water, wastewater, electricity and natural gas, if required for heating and or cooling.
- (n) **UTILITIES** (excluding telephone) shall be paid by either the Lessor or the Lessee. Electricity for the leased space can be separately metered, or if the Premises are located in a building wherein Electricity is shared with other tenants Lessor may calculate Lessee's pro rata share of electricity costs, excluding any taxes, using Lessee's usable square footage as the numerator and the usable square footage of the total shared area as the denominator. Copies of all electric bills received by the Lessor will be provided to the Lessee upon receipt of same by Lessor in order to verify the requested pro rata bill contribution by Lessee. In the event that Lessee desires to assume payment of the electricity or natural gas service, Lessee will provide thirty (30) days notice to Lessor. Upon receipt of such notice, Lessor shall immediately provide to Lessee copies of all past utility bills in order to facilitate Lessee's utility management. The monthly rental amount shall be reduced in an amount equivalent to the average monthly cost of the service assumed by the Lessee, based upon the preceding year's billing records. Lessor shall allow Lessee to separately meter the Premises, at Lessee's sole cost and discretion, at any time during the term of the lease.
- (o) **JANITORIAL SERVICES AND SUPPLIES** shall be paid by Lessee or Lessor.

If LESSOR shall provide JANITORIAL SERVICES AND SUPPLIES, services shall include:

- A. On a Daily Basis (Monday through Friday; no earlier than 5:00 p.m. and must be completed by 7:00 a.m. the next work day):
1. Vacuum, sweep and/or dust mop all floors and vestibules.
 2. Detergent mop, rinse, and dry all non-carpeted floors; vacuum

carpets and floor rugs; and spot clean carpet and floor rugs as necessary.

3. Spot clean around light switches and door levers.
4. Clean and disinfect all restrooms, urinals, toilets, wash basins and drinking fountains.
5. Empty and clean all restroom receptacles.
6. Clean and refill all restroom dispensers.
7. Empty and clean waste baskets and place refuse in proper container. Replace trash can and waste basket liners.
8. Thoroughly clean break room(s), with cleaning to include, but not limited to, wiping table(s), counter(s), and sink(s).
9. Remove all refuse from building and place in proper container(s).
10. Set security alarm and lock the building after last janitorial employee is out of building, if applicable.

B. On a Weekly Basis:

1. Clean all baseboards and door frames.
2. Clean and wash all entrance doors.
3. Perform dusting on desks, files, etc.

C. On a Monthly Basis:

1. Perform dusting on all partitions, doors and window ledges.
2. Brush down all walls, ceiling vents and light fixtures.
3. Clean and wax all desks, if requested by the occupying agency/ies.

D. On a Semi-Annual Basis:

1. Steam clean all carpet and floor rugs.
2. Non-carpeted floors to be waxed or buffed.
3. Clean fluorescent light lenses and diffusers when needed and/or as requested by Lessee.
4. Wash all windows, blinds, glass doors, glass partitions, etc.

E. Shall the Lessee exercise its right to assume janitorial services, the Lessor will continue to provide and pay for the following services:

1. Exterior of windows washed twice yearly.
2. Daily sanitization of restrooms with germicidal detergent, and restocking of soap and paper products for restrooms that are not within the occupying agency/ies space and for their exclusive use.

- (p) Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.
- (q) Lessor shall be responsible for furnishing appropriate outside trash and refuse receptacles and for the removal of trash and refuse from the Premises.
- (r) Lessor shall maintain the exterior of the building and adjacent grounds in an appropriate manner. Lessor agrees to make diligent efforts to landscape with Texas flora. All grass, trees, shrubbery and other landscaping must be maintained on a regular basis. Water used by Lessor for landscaping and/or decorative

purposes shall be paid for by Lessor.

- (s) The Lessor shall provide monthly interior and quarterly exterior pest extermination services. Any extermination service must be performed after normal business hours.
- (t) Lessor shall have building maintenance personnel available to respond to routine calls within twenty-four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance shall include, but not be limited to, situations involving the air conditioning, electrical, plumbing, roof leaks, disruption of water-delivery to or drainage from any portion of the plumbing system, access into and out of the leased space, and environmental control. Lessor shall, at a minimum, acknowledge emergency calls within two (2) hours.
- (u) Space to be occupied under this lease shall be designated a "non-smoking area".
- (v) Lessor shall provide off-street parking in the building surface lot. Parking must be under the direct control of the Lessor and must be located within a reasonable distance of the entry to the lease space. <See agency specific requirements for parking.
- (w) Lessor shall furnish and maintain exterior lighting for the building, connecting walkways and parking area(s) as necessary for appropriate security. The light fixtures shall be equipped with a light level-sensing device that will operate the units automatically. Lessor shall provide a minimum level of illumination to comply with normal business standards. Lessor shall pay all utility costs associated with exterior lighting.
- (x) Cost of furnishing and installing light fixtures at inception of lease and replacement light bulbs shall be at Lessor's expense.
- (y) Exit lights, shall be provided to the outside of the building in accordance with applicable codes. Electric and/or luminous directional arrows shall be strategically placed to identify the way leading to the outside.
- (z) Lessor shall provide an emergency lighting system for one and one-half (1-1/2) hours of illumination in the event of failure of normal lighting.
- (aa) Each room and area shall have a light switch.
- (bb) All lighting and electrical accessories shall comply with all Municipal, County, State and Federal ordinances, rules and regulations for any new construction. All electrical work shall conform to the standards and requirements of the latest editions and applicable sections of the National Electrical Code (NEC) Handbook. All lighting fixtures shall have light diffusing panels or elements. Fluorescent lighting fixtures shall have energy efficient ballasts.
- (cc) Lessor shall provide all life safety equipment, including but not limited to fire extinguishers and smoke alarms, in accordance with the requirements of all

applicable municipal building codes. In the absence of a local municipal code, Lessor agrees to comply with minimum requirements as set forth by the International Building Code and the Life Safety Code, as published by the National Fire Protection Administration.

- (dd) Lessor shall provide access to telecommunication and automation service providers under contract to the occupying agencies at appropriate times during construction.
- (ee) Lessor shall not unreasonably withhold the right of the Lessee to install a security system in the lease space, as requested by the Lessee. The security system shall remain the Property of the Lessee or occupying agency/ies and may be removed at the end of the lease term.
- (ff) All exterior doors shall be keyed with non-duplicating keys. Lessor shall furnish keys, individually numbered, as requested by Lessee. All exterior exit doors shall be solid core doors (where applicable) and equipped, unless otherwise required by code, with deadbolt locks with a minimum one-inch throw bolt. All door hardware and automatic door closers shall be of sufficiently sturdy construction to ensure security.
- (gg) All offices and work areas shall have finished ceiling surfaces, unless otherwise approved by Lessee. Broken or stained acoustical tiles shall be replaced by Lessor in a timely manner. Ceiling tiles must be of sufficient quality and weight to not become dislodged due to the opening and closing of doors.
- (hh) All demising walls between Lessee space and other tenant space shall be extended from wall to the deck above the finished ceiling at Lessor's expense.
- (i) The location of the HVAC unit(s) shall not unduly inconvenience the occupying agency, either due to maintenance requirements or noise levels. Lessor shall furnish a cost efficient central heat and cooling system. The heating and cooling temperatures shall be maintained in accordance to meet the goals of the Energy Management Plan Guide as set forth by the State Energy Conservation Office or WSBVB/BVCOG. The building must have a mechanical system that provides an indoor environment that is healthful, comfortable and free of objectionable odors. The heating, air conditioning and ventilation system shall comply with the requirements of the latest American Society of Heating, Refrigeration, and Air Conditioning (ASHRAE) Standards for Ventilation for Acceptable Indoor Air Quality (currently ASHRAE 62-1989) and the latest ASHRAE Standards for Thermal Environmental Conditions for Human Occupancy (currently ASHRAE 55-1992). Forced air cooling and heating shall be ducted and vented throughout the space to provide the most efficient manner of operation and occupant comfort. Conditioned air shall be vented into each room and area with the exception of closets. Thermostats shall be provided as necessary to control conditions throughout the leased space. Numbers and locations of thermostats and associated zones or equipment shall accommodate all internal and external loads to provide uniform temperatures throughout the space. HVAC controls/thermostats shall have locking covers and one master key or tool shall be provided to the

Occupying Agency. Lessor is responsible for balancing the HVAC system. Information submitted without this information will be rejected. WSBVB/BVCOG reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.

All inquiries shall be submitted in writing to Barbara Clemmons by email to bcllemmons@bvcog.org.

SECTION B

Delivery of Information - Information shall be submitted to the Center for Regional Services by one of the following methods:

U.S. Postal Service	Overnight/Express Mail	Hand Deliver
Center for Regional Services P.O. Box 4128 Bryan, TX 77805	Center for Regional Services 3991 East 29 th Street Bryan, TX 77802 Hours – 8:00 AM to 5:00 PM	Center for Regional Services 3991 East 29 th Street Bryan, TX 77802 Hours – 8:00 AM to 5:00 PM

INFORMATION EVALUATION

In determining the best value, WSBVB/BVCOG may consider the following:

- (1) the cost of the lease contract;
- (2) the condition and location of lease space;
- (3) utility costs;
- (4) access to public transportation;
- (5) parking availability;
- (6) security;
- (7) telephone service availability;
- (8) indicators of probable lessor performance under the lease, such as the lessor's financial resources and the lessor's experience;
- (9) compliance with the architectural barriers law, Article 9102, Revised Statutes; and
- (10) other relevant factors.

EVALUATION CRITERIA

A. Location	10 points
B. Price	50 points
C. Experience, Financial Condition, References	10 points
D. Condition of Facility	30 points
E. HUB Vendor	5 points
Total	105 points

The intent of WSBVB/BVCOG is to award a lease to the lessor whose information is considered to be the best value. An evaluation committee will be established to evaluate the information.

WSBVB/BVCOG reserves the right to reject any or all information submitted, or to award a lease to the lessor whom in WSBVB/BVCOG's opinion offers the best value. WSBVB/BVCOG also reserves the right to cancel the RFQ process and pursue alternate methods for providing the space requirements.

WSBVB/BVCOG reserves the right to conduct studies and other investigations as necessary to evaluate any information.

WSBVB/BVCOG reserves the right to waive any minor technicality noted in the submission process. Submission of information confers no legal rights upon any proposer.

WSBVB/BVCOG reserves the right to request further documentation or information and to discuss any information with any proposer in order to answer questions or to clarify any aspects of the information.

When space offered is to be constructed, WSBVB/BVCOG may require additional information or documentation before a lease is awarded.

SELECTION AND AWARD PROCESS

Information shall be scored by an evaluation committee, using the criteria shown in Section 6.2 above. The evaluation committee may determine that discussions are necessary to clarify or verify written information. WSBVB/BVCOG may, at its discretion, elect to have respondents provide oral presentations of their information. A request for a Best and Final Offer will be made at the sole discretion of WSBVB/BVCOG and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.

Any information presented in response to this RFQ is subject to negotiation concerning any issue(s) deemed relevant by WSBVB/BVCOG. WSBVB/BVCOG reserves the right to negotiate any issue with any party. Lessor may not negotiate with any occupying agency.

Lease Award Notice will be sent to the successful proposer.

Submission of any information indicates lessor's acceptance of the evaluation process and recognition that the WSBVB/BVCOG may make subjective judgments in evaluating the information to determine the best value.

SPECIFICATIONS

The lease property provided shall be in accordance with the specifications herein. WSBVB/BVCOG will decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of work performed. WSBVB/BVCOG will decide the rate of progress of the work and the acceptable fulfillment of the lease on the part of the lessor.

AWARD OF A LEASE

A response to this solicitation is an offer to lease to the State of Texas based on the terms, conditions and specifications contained in the solicitation. Responses do not become leases unless and until they are accepted by the Commission, the execution of a standard Lease by all parties and issuance of a Lease.

Any lease resulting from this solicitation is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature. The lease for this procurement shall be governed, construed and interpreted under the laws of the State of Texas.

The lease is void if sold or assigned to another company without written approval of WSBVB/BVCOG. Written notification of changes to company name, address, telephone number, etc. shall be provided to WSBVB/BVCOG as soon as possible, but not later than thirty (30) days from the date of change.

Information, documentation, and other material in connection with this solicitation or any resulting lease may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

PAYMENT: Payment will be made in accordance with the standard State Lease terms.

PATENTS OR COPYRIGHTS: The lessor agrees to protect WSBVB/BVCOG and the state from claims involving infringement of patent or copyrights.

LESSOR RESPONSIBILITIES:

The lessor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the lease including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, lessor shall furnish WSBVB/BVCOG with satisfactory proof of its compliance.

The lessor shall be responsible for damage to WSBVB/BVCOG's equipment, and/or property by its works, its negligence in work, its personnel, or its equipment. The lessor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing work for WSBVB/BVCOG.

The lessor shall provide all labor and equipment necessary to perform the lease described herein. All employees of the lessor shall be a minimum of 17 years of age and experienced in the type of work to be performed. No visitors, wives, husbands, children or other relatives of the lessor's employees will be allowed on state property during working hours, unless they are bona fide employees of the lessor.

DAMAGE CLAIMS: The lessor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agency and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of lessor or any agent, employee, subcontractor, or supplier of lessor in the execution or performance of this lease.

ABANDONMENT OR DEFAULT: If the lessor defaults on the lease, WSBVB/BVCOG reserves the right to cancel the lease without notice and either re-solicit or re-award the lease to the next best responsive and responsible respondent. The defaulting lessor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

RIGHT TO AUDIT: Lessor understands that acceptance of funds under this lease acts as acceptance of the authority of the State Auditor's Office, WSBVB/BVCOG or any successor agency, to conduct an audit or investigation in connection with those funds. Lessor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Lessor shall ensure that this clause concerning the

authority to audit funds received indirectly by subcontractors through the lessor and the requirement to cooperate is included in any subcontract it awards.

PROPRIETARY OR CONFIDENTIAL INFORMATION: Responses may include proprietary or confidential information. WSBVB/BVCOG will take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears. However, the Office of Attorney General will have final determination.

TAXES: Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. An Excise Tax Exemption Certificate will be furnished upon written request to WSBVB/BVCOG.

PUBLIC DISCLOSURE: No public disclosures or news releases pertaining to this RFQ shall be made without prior written approval of WSBVB/BVCOG.

PERFORMANCE PERIOD

The anticipated contract period is **May 1, 2018 through September 30, 2019**. The Board has the option to renew this contract one year at a time up to nine additional years contingent upon successful contract completion and the availability of funds.

Funding for this contract is subject to the availability of federal and state funds received by the Board.

RFQ AVAILABILITY

RFQ packages may be obtained from the Board's web page www.bvjobs.org or by contacting Barbara Clemmons, Program Specialist via email at Barbara.Clemmons@bvcog.org or via phone at 979 595-2801 ext. 2061.

CONTACT PERSON

Barbara Clemmons has been designated as the contact person for this Request for Quote. All questions regarding this RFQ shall be directed to Barbara Clemmons.

REQUEST FOR QUOTE PROCESS

Timeline

- Release of RFQ February 28, 2018
- Respondents Telephone Conference March 9, 2018
- Responses due by 4:00PM March 23, 2018
- Review of responses March 26 – April 4, 2018
- Notification of successful respondent April 17, 2018
- Contracting of respondent May 1, 2018
- Contractor start date May 1, 2018

Respondents Telephone Conference

A Respondents' Conference will be held through a telephone conference call on March 9, 2018 from 11:00 AM to 12:00 PM CST. The call-in number is 979-595-2802. Questions concerning this procurement must be submitted via email to Barbara.Clemmons@bvcog.org no later than 5:00 pm on March 8, 2018. A question and answer document will be prepared and posted on www.byjobs.org no later than March 12, 2018. Questions concerning this procurement will not be accepted outside of the above timeframe.

Evaluation Criteria

Responses received from this solicitation will be evaluated based on the following evaluation criteria.

Location	10 points
Price	50 points
Experience, Financial Condition, References	10 points
Condition of Facility	30 points
HUB Status	5 points

SUBMISSION INSTRUCTIONS

Interested parties must respond to this RFQ using the appropriate format. Respondents must submit the following with their response:

1. Completed Cover Page
2. Completed Attachment A
3. All Information listed in Section B
4. Cost per square foot

Respondents shall address each of the information narrative elements, provide a cost rate per hour and submit the names and contact information of three professional references.

All RFQ responses must be typed on 8½" by 11" paper in no less than a 12-point font and reproduced or printed on one side only. One original plus four complete copies of the RFQ must be submitted. Only use paper clips or binder clips, no staples or binders.

- All RFQ responses must be received by **4pm CST March 23, 2018** at the Center for Regional Services, 3991 East 29th Street, Bryan, Texas 77802. RFQ responses received after this date and time will be considered non-responsive and will not be reviewed. No faxed or email responses will be considered or reviewed.
- All responses to this RFQ must be complete with all the required items or it will be deemed non-responsive and not reviewed.
- All documents requiring a signature must be signed and included with the other information documents.
- All questions pertaining to the Request for Quote can be sent electronically to Barbara Clemmons at barbara.clemmons@bvcog.org no later than March 8, 2018, 5:00 PM CST.
- RFQ responses may be withdrawn at any time prior to the due date by notifying the Board's contact person in writing. A response may be modified prior to the due date by submitting an amended RFQ response to the contact person before the due date and time.
- This Request for Quote does not commit the Board to award a contract, to pay any cost incurred in the preparation of a response to this request, or to procure for services or supplies.

- The Board reserves the right to accept or reject any or all responses from this request and to negotiate with all qualified sources if it is in the best interest of the Board to do so.

REQUEST FOR QUOTE CONDITIONS AND LIMITATIONS

1. The response to this Request for Quote (RFQ) does not commit the Board to pay any costs incurred in the preparation of such response.
2. The Board reserves the right to accept or reject any or all Information received, to cancel this RFQ in part or in its entirety and to reissue this RFQ.
3. The Board may award the contract for any items/services or group of items/services in the RFQ and increase or decrease the quantity in the RFQ, unless otherwise specified in the information.
4. The Board reserves the right to hold and select any information that has been submitted in compliance with the previously stated deadline for a period of sixty (60) days after the response deadline.
5. The Board reserves the right to negotiate the final terms of all agreements with respondents selected. Any agreements negotiated because of this RFQ may be re-negotiated and/or amended to meet the needs of the Brazos Valley Workforce Development Area.
6. The Board reserves the right to waive any defect in this procurement process or to make changes to this solicitation, as it deems necessary. The Board will provide notifications of such changes to all respondents recorded in the official record (Distribution Log/Receipts Record) as having received or requested an RFQ.
7. The Board reserves the right to contact any individual, agencies or employers listed in the information; to contact others who may have experience and/or knowledge of the respondent's relevant performance and/or qualifications; and to request additional information from respondents.
8. The Board reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not received from the Texas Workforce Commission.
9. Respondents 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 or having the effect of influencing favorable disposition toward their own information or any other information submitted hereunder.
10. No employee, officer or agent of the Board shall participate in the selection, award or administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, would be involved.
11. Respondents shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a Respondent's information to be rejected. This does not preclude joint ventures or subcontracts.
12. All responses submitted must be an original work product of the respondent. The copying, paraphrasing or other use of substantial portions of the work product of others and submitted hereunder, as original work of the respondent is not permitted. Failure to adhere to this instruction may cause the information(s) to be rejected.

13. The only purpose of this RFQ is to ensure uniform information in the selection of the Information for the procurement of services. This RFQ is not to be construed as a purchase agreement or contract, or as a commitment of any kind, nor does it commit the Board to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by the Board.
14. The contents of a successful information may become a contractual obligation, if selected for award of a contract. Failure of the respondent to accept this obligation may result in the cancellation of the award. No plea of error or mistake shall be available to successful respondent(s) as a basis for release of proposed services at stated price/cost. Any damages accruing to the Board because of the respondent's failure to contract may be recovered from the respondent.
15. A contract with the selected provider may be withheld at the Board's sole discretion if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. The Board may withdraw award of contract.
16. The Board is the responsible authority for handling complaints or protests regarding the information selection process. This includes, but is not limited to, disputes, claims, protests of award, source evaluation, or other matters of a contractual nature. Matters concerning violation of law shall be referred to such authority, as may have proper jurisdiction.
17. All respondents will be notified in writing of the results of this RFQ. Any protest regarding this process must be filed with the Board by contacting:

Patricia Buck
Workforce Solutions Brazos Valley Board
P.O. Box 4128
Bryan, TX 77805
979 595-2800

18. Solicitation and selection through this RFQ must conform to relevant State and Federal laws and regulations and local policies governing the procurement of supplies, equipment and services. Respondents are responsible for familiarizing themselves with these laws and regulations.
19. All information and their accompanying attachments become the property of the Board upon submission. Materials submitted will not be returned. All information's are subject to the Texas Open Records Act.
20. This is a negotiated procurement utilizing the Request for Quote method and as such, award may not be made to the respondent submitting the lowest price information, but rather the respondent submitting the most responsive information satisfying the Board's requirements.

ATTACHMENT A

The Brazos Valley Council of Governments (WSBVB/BVCOG) is seeking information for a total of 1000 to 1800 sq. ft. of NET USABLE SPACE.

TO SATISFY THE LEASE REQUIREMENTS PROPOSED LESSOR OFFERS THE FOLLOWING:

OFFICE SPACE: _____ sq. ft.
 Allowance for Internal Hallways _____ sq. ft.
TOTAL OFFICE SPACE IN SQUARE FOOTAGE: _____ sq. ft. \$ _____
 Janitor Services \$ _____
 Utilities \$ _____
TOTAL INFORMATION \$ _____

_____ Existing _____ To Be Built _____ Historical _____
 Structure* _____
 Building Offered (Name) (Check All That Apply)

 Street Address of Building (Attached Full Legal Description) City County
 State Zip

PROPOSED LESSOR CERTIFIES ALL INFORMATION SUBMITTED TO BE FULL, TRUE AND CORRECT.

WARNING:

**Failure to manually sign will disqualify information.
 Failure to complete information in its entirety may disqualify information.**

Altering the information form or failure to meet or comply with the minimum specifications as advertised and attached hereto, will result in the **disqualification** of this information.

Proposed Lessor shall be the entity which contracts with the state and **shall be held liable for performance under the information submitted** in response to this Invitation for Information.

Proposed Lessor must sign the information (a.) personally; or (b.) by its corporate officer, identifying the corporate office held; or (c.) by its agent, who must provide evidence establishing authority to sign information. Failure to provide required authorization may result in the **disqualification** of this information.

 Name of Proposed Lessor

 Address of Proposed Lessor

 City County State Zip

 Area Code Telephone Number

Signature: _____

Print Name: _____

Title: _____

**WORKFORCE SOLUTIONS BRAZOS VALLEY BOARD
NAVASOTA, TEXAS WORKFORCE CENTER REQUEST FOR QUOTE
COVER SHEET**

All items of the RFQ Cover Sheet must be completed and become the first sheet of the information to be returned to WSBVB. Identify a liaison or primary contact person, as well as the Signatory Authority (a person with the legal authority to negotiate and sign a contract on behalf of the proposing organization and who is also the person who must sign the various certification forms). **Historically Underutilized Businesses (HUB's) must indicate the HUB certification number and the certifying agency on the cover sheet and attach a copy of the certificate to the information.**

Name of Individual/Business/Organization: _____

Mailing Address: _____

City, State, Zip Code: _____

Physical Address (If Different): _____

City, State, Zip Code: _____

Contact Person: _____

Title: _____

Telephone Number :(_____) _____

E-mail Address: _____

Contract Signatory Authority: _____

Signature **Date**

Printed/Typed Name

General Information

Tax/Legal Status of Business:

Corporation Sole Proprietorship Partnership
 Public Not for Profit Other _____

Date business established: _____

State Controller ID Number (If available): _____

Federal Taxpayer ID Number or SSN: _____

Is respondent certified as a historically underutilized business? Yes No
(If yes, a copy of the certification notice is required as an attachment.)

Certifying Agency: _____

**WORKFORCE SOLUTIONS BRAZOS VALLEY
NAVASOTA, TEXAS WORKFORCE CENTER REQUEST FOR QUOTE
CERTIFICATION OF BIDDER**

I hereby certify that the information contained in this information and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the Workforce Solutions of the Brazos Valley has assisted in the preparation of this information. I acknowledge that I have read and understood the requirements and provisions of the RFQ and that this organization will comply with the procurement standards applicable under this RFQ, and any other applicable local, state, and federal regulations and policies. I also certify that I have read and understand the "Governing Provisions and Limitations" section presented in this RFQ and will comply with the terms, thereof, and that the WSBVB is authorized to verify references and stated performance data. Furthermore, that:

I, _____ am the _____ of the corporation, partnership, association, public agency or other entity named as Information and Respondent herein and that I am legally authorized to sign this information and submit it to the Workforce Solutions of the Brazos Valley on behalf of said organization by authority of its governing body.

ATTEST

Respondent Signature

Printed/Typed Name

Date

Name of Business Submitting Information

**WORKFORCE SOLUTIONS BRAZOS VALLEY BOARD
NAVASOTA, TEXAS WORKFORCE CENTER REQUEST FOR QUOTE
CERTIFICATION REGARDING DEBARMENT**

Applicants shall refer to the regulations cited below to determine the certification to which they are required to attest. Applicants shall also review instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement and Government-wide Requirements for Drug-Free Workplace (Grants))." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Workforce Solutions Brazos Valley Board determines to award the covered transaction, grant, or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application 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 contract 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;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Where the applicant is unable to certify to any of the statements of this certification, he or she shall attach an explanation to this application.

Signature of Authorized Representative and Date

Printed/Typed Name

Name of Business Submitting Information

**WORKFORCE SOLUTIONS BRAZOS VALLEY BOARD
NAVASOTA, TEXAS WORKFORCE CENTER REQUEST FOR QUOTE
CERTIFICATION REGARDING LOBBYING**

Applicants shall refer to the regulations cited below to determine the certification to which they are required to attest. Applicants shall also review instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Workforce Solutions of the Brazos Valley determines to award the covered transaction, grant, or cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

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 any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.;

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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all times (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all Sub-recipients shall certify and disclose accordingly.

Signature of Authorized Representative and Date

Printed/Typed Name

Name of Business Submitting Information

**WORKFORCE SOLUTIONS BRAZOS VALLEY BOARD
NAVASOTA, TEXAS WORKFORCE CENTER REQUEST FOR QUOTE
CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

Applicants shall refer to the regulations cited below to determine the certification to which they are required to attest. Applicants shall also review instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement and Government-wide Requirements for Drug-Free Workplace (Grants))." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Workforce Solutions of the Brazos Valley determines to award the covered transaction, grant, or cooperative agreement.

DRUG-FREE WORKPLACE

(GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; and
 - (5) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (A);
- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) 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 a conviction;
- D. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (C)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title to the Executive Director Workforce Solutions Brazos Valley. Notice shall include the identification number(s) of each affected grant.
- E. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee(s) 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;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).
- G. 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 (street address, city, county, state, zip code)

Check here , if there are work places on file that are not identified in this certification.

Signature of Authorized Representative and Date

Printed/Typed Name

Name of Business Submitting Information

**WORKFORCE SOLUTIONS BRAZOS VALLEY BOARD
NAVASOTA, TEXAS WORKFORCE CENTER REQUEST FOR QUOTE
DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and at 34 CFR Part 85, Sections 86.605 and 85.610:

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will provide notice of such conviction, in writing, within 10 calendar days of the conviction to the Executive Director, Workforce Solutions Brazos Valley.

Signature of Authorized Representative and Date

Printed/Typed Name

Name of Business Submitting Information

**WORKFORCE SOLUTIONS BRAZOS VALLEY BOARD
NAVASOTA, TEXAS WORKFORCE CENTER REQUEST FOR QUOTE
CERTIFICATION REGARDING CONFLICT OF INTEREST**

By signature on this information, Respondent covenants and affirms that:

1. No manager, employee or paid consultant of the Respondent is a member of the Policy Board, the President, or a Manager of the Workforce Solutions of the Brazos Valley (WSBVB);
2. No manager or paid consultant of the Respondent is a spouse to a member of the Policy Board, the President, or a manager of the WSBVB;
3. No member of the Policy Board, the President or an employee of the WSBVB owns or controls more than 10 percent in the Respondent;
4. No spouse of a member of the Policy Board, President or employee of the WSBVB is a manager, manager or paid consultant of the Respondent;
5. No member of the Policy Board, President, or employee of the WSBVB receives compensation from Respondent for lobbying activities as defined in federal laws or Chapter 305 of the Texas Government Code;
6. Respondent has disclosed within the Information any interest, fact or circumstance that does or may present a potential conflict of interest;
7. Shall respondent fail to ainformatione by the foregoing covenants and affirmations regarding conflict of interest, Respondent shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with the WSBVB and shall immediately refund to the WSBVB 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 WSBVB relating to that contract.

Signature of Authorized Representative and Date

Printed/Typed Name

Name of Business Submitting Information

**WORKFORCE SOLUTIONS OF THE BRAZOS VALLEY
NAVASOTA, TEXAS WORKFORCE CENTER REQUEST FOR QUOTE
NON-DISCRIMINATION STATEMENT**

The undersigned applicant certifies that it shall comply with the non-discrimination provisions outlined by the U.S. Department of Health and Human Services, WIA, the Rehabilitation Act of 1973, and WSBVB/BVCOG and WSBVB policies.

Signature of Authorized Representative and Date

Printed/Typed Name

Name of Business Submitting Information