

## **PUBLIC NOTICE**

### **Request for Proposal to Lease a Building for Office Space for Webb County**

Notice is hereby given that the County of Webb is soliciting Request for Proposals to lease a Building for office space with minimum of 4,000 square feet not to exceed 5,000 square feet. Building structure, parking lot, and office space must be exclusive for law enforcement.

Proposals must be submitted in One (1) Original and eight (8) copies in sealed envelopes to the Office of the Webb County Clerk. The sealed envelopes must be marked "Sealed Request for Proposal" with RFP number on front lower left hand corner of envelope as follows:

#### **RFP-2012-101- "Lease Office Space for Webb County"**

Request for Proposal can be either hand delivered or mailed to the following location:

**Webb County Clerk  
Webb County Justice Center  
1110 Victoria St., Suite 201  
Laredo, Texas 78040**

RFP must be delivered no later than **2:00 P.M.** on **April 20, 2012**, at which time all proposals received will be opened and read to the public. Late proposals will not be considered.

If additional information is requested please contact, Leticia Marquez Gutierrez at the Webb County Purchasing Department, 1110 Washington Suite 101 956-523-4125. Laredo, Texas. Please visit our web-site for a copy of Proposal notice and specifications, under Purchasing Department RFP's Public Notice [www.webbcountytx.gov](http://www.webbcountytx.gov) .

The County of Webb reserves the right to reject any and all proposals or to select the proposal that is in the best interest of Webb County.

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Dr. Cecilia May Moreno  
Purchasing Agent

Advertise: Monday April 2, 2012  
Sunday April 8, 2012

## RFP -2012-101 “Lease a Building for Office Space”

Please check off

- Public Notice
- General
- Form A Building Fact Sheet
- Form B Price Schedule
- Proposer Information Form
- Proof of delinquent taxes owed to Webb County
- Conflict of Interest forms
- Terms and Conditions

X \_\_\_\_\_  
Signature of person  
Completing this form

## **SECTION I – GENERAL (SCOPE)**

WEBB COUNTY is soliciting Request for Proposals to lease a building with adequate office space exclusively for law enforcement use.

## **SECTION II – STATEMENT OF WORK**

Request for Proposals for Building lease must include adequate office space with a minimum of 4,000 usable square feet not to exceed 5,000 square feet. Multi-Tenant Buildings will not be accepted; Building structure, parking lot, and office space must be exclusive for law enforcement use only.

## **SECTION III – PROPOSAL INFORMATION**

- Your proposal should be concise, specific, and complete and should demonstrate a thorough understanding of the terms and conditions.
- Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete offer are not desired. Legibility, clarity, and completeness are much more important.
- Your proposal must be signed by an official authorized to bind your company or as an individual contractually and must be accompanied by a statement to the effect that your offer is firm for a period of not less than 60 calendar days after the closing date of Request for Proposals.

### **Definitions**

1. "Usable" Square Footage is defined as the actual occupiable area of a floor or an office suite. It is the space required to house personnel and furniture/equipment.
2. "LESSOR" is defined as an owner of property who rents it to another party; one that conveys property by Lease.

## **SECTION IV – TERMS AND CONDITIONS**

### Location

Proposed Building shall be at a location approximately within .5 (1/2) mile radius of the Webb County Sheriff's Office located on 902 Victoria Street in the downtown area.

### Lease Term and Options

One (1) year lease plus two (2) one (1) year options to extend.

### Option to Cancel

COUNTY will have the option to cancel this Lease without penalty at any time after the 12<sup>th</sup> month of the initial lease term. COUNTY shall provide LESSOR with sixty (60) days advanced written notice of their intent to exercise said option.

### Occupancy Date

Tentative date of occupancy is May 1, 2012 or the effective date of lease agreement fully executed by COUNTY and LESSOR.

### Purpose of Use

General Law enforcement use and any other legally permitted uses compatible with a first- class office building.

#### Property Taxes

COUNTY is exempt from paying property taxes therefore LESSOR is responsible for all taxes on property.

#### Base Rental Rate

Please supply base rent on a rentable square foot basis for the initial term and the renewal term for each option to extend - Refer to Form B (pricing schedule).

#### Parking

COUNTY will require up to fifteen (15) parking spaces including one (1) handicap space in accordance with ADA regulations/code. Parking lot must contain one (1) entry and one (1) exit point accessible in a manner that will provide safe and efficient traffic flow.

#### Sublease Rights

No Sub-Leases will be permitted by LESSOR or COUNTY throughout the term of the lease.

#### Access

COUNTY shall have access to the parking facility and building premises twenty four (24) hours per day, seven (7) days per week.

#### Security Deposit

COUNTY will not pay a security deposit.

#### Landscaping Services & Supplies

LESSOR shall be responsible for all landscaping Services and supplies and shall maintain exterior premises clean at all times.

#### Heating, Ventilating Air Conditioning (HVAC)

COUNTY requires LESSOR's HVAC System to run 24-7 and to have programmable temperatures for efficiency of system. HVAC system must be fully operational upon execution of lease agreement and occupancy deadline agreed on by both LESSOR and COUNTY.

#### Floor Plan

Attach a 1/8" "typical" plan as well as floor plan (demising sheet) for each of the floors identified for proposed Building and parking facility.

#### Hazardous Waste

LESSOR shall warrant that the building does not contain asbestos or any other hazardous materials.

#### Americans with Disabilities Act (ADA)

LESSOR hereby acknowledges and agrees to expend all monies necessary to comply with the Americans with Disabilities Act (the "ADA"), including all incorporated statutes, rules and regulations. It is further understood and agreed that LESSOR will indemnify and hold COUNTY harmless from any and all liabilities arising out of building changes required by the ADA.

### **SECTION V – PROCEDURES**

1. County shall be permitted to visit each proposed site before final selection of proposal.
2. Proposer must provide all information required by Form A and Form B attached to include all corresponding documents required by Webb County Purchasing Agent.
3. County has the right to negotiate with successful proposer before final execution of building lease agreement.

**Requests for Proposals will be evaluated as follows:**

Location 35%

A site plan identifying the address and the location and orientation of the facility on the required site must be provided. Location of the facility in relation to Webb County Sheriff's Office. In order to facilitate law enforcement operations, planning, and personnel; location of Building facility is critical to this proposal.

Technical Approach 20%

Sketches or drawings must be provided which show the functional arrangements of the required space. As a minimum, proposals must include one-eighth (preferred) or larger scale of the proposed floor plan of the proposed building. Plans or drawings must include dimensions and plans for functional space; specific identification of usable square footage proposed; windows; hallways; restrooms; entrances; parking, including designated accessible routes from the parking area to main building entrance(s); electrical power availability, and heating, ventilation, and air conditioning.

Individual building functionality and responsiveness to the requirements including an aesthetically pleasing interior and exterior appearance. Quality of materials for finished surfaces which will result in low maintenance. Type of construction and efficiency of the arrangement proposed for office space. Approach and plans for parking with effective site ingress and egress.

Pricing Schedule 25%

Form B (Pricing Schedule) must be completed to evaluate and score accordingly.

Schedule for Occupancy 20%

Provide a realistic date of when proposed building would be ready for Occupancy by Webb County Sheriff's Office; list any prerequisites that Proposer would need to prepare before occupancy by Webb County. List in detail the prerequisites, if any.

**Form A**  
**Building Fact Sheet**

Attach a building fact sheet to include:

1. Legal name of ownership

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2. Property Address

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3. Total number of floors

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4. Total square footage of Building

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5. Total number of parking spaces (Include ADA parking space(s))

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6. Type of Building construction (General Description of Building Structure)

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7. Type of HVAC System

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8. Distance from Sheriff's Main Office located at 902 Victoria Street

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9. List main streets, vital intersections and/or interstates accessible from location of Building.

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**FORM B**  
Price Schedule

**Initial Lease Term (Year 1)**

Cost per Square foot (usable space): \$ \_\_\_\_\_ /Price per square ft.  
Square feet being offered x usable sq ft. \$ \_\_\_\_\_ Total monthly rate  
Monthly Rent based on Square foot proposed price \$ \_\_\_\_\_ /Total square ft.

**1<sup>st</sup> Option to Extend (Year 2)**

Cost per Square foot (usable space): \$ \_\_\_\_\_ /Price per square ft.  
Square feet being offered x usable sq ft. \$ \_\_\_\_\_ Total monthly rate  
Monthly Rent based on Square foot proposed price \$ \_\_\_\_\_ /Total square ft.

**2<sup>nd</sup> Option to Extend (Year 3)**

Cost per Square foot (usable space): \$ \_\_\_\_\_ / Price per square ft.  
Square feet being offered x usable sq ft. \$ \_\_\_\_\_ Total monthly rate  
Monthly Rent based on Square foot proposed price \$ \_\_\_\_\_ /Total square ft.

\*Price per square foot should exclude cost of utilities. County will be responsible for all utilities.

Proposer Information

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Person Authorized to Sign Proposal:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Vendor to indicate status as to "Partnership", "Corporation", "Land Owner", etc.

\_\_\_\_\_

\_\_\_\_\_  
(Date)

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

This is to certify that \_\_\_\_\_ owes no delinquent property taxes to Webb County.

\_\_\_\_\_ owes no property taxes as a business in Webb County.  
(Business Name)

\_\_\_\_\_ owes no property taxes as a resident of Webb County.  
(Business Owner)

\_\_\_\_\_  
Person who can attest to the above information

**\* SIGNED DOCUMENT AND PROOF OF NO DELINQUENT OR OWED TAXES TO WEBB COUNTY.**

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

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).

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.

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.

## OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

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.

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?

Yes  No

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?

Yes  No

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?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

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\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

## Webb County

### Conflict of Interest Disclosure

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Webb County no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be viewed and printed by following the link before:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Danny Valdez
2. Commissioner Frank Sciaraffa
3. Commissioner Rosaura Tijerina
4. Commissioner Jerry Garza
5. Commissioner Jaime Canales
6. Judge Elma T. Salinas Ender, Chairman, 341<sup>st</sup> Judicial District
7. Judge Oscar Hale, 406<sup>th</sup> Judicial District
8. Judge Joe Lopez, 49<sup>th</sup> Judicial District

Please send completed forms to the Webb County Clerk's Office located at 1110 Victoria, Suite 201, Laredo, Texas 78040.

# **COUNTY OF WEBB**

## **Terms and Conditions of Invitations for Proposals**

### **1. GENERAL CONDITIONS:**

Proposers are required to submit their proposals upon the following expressed conditions:

- (A) Proposers shall thoroughly examine the drawings, specification schedule, instructions and all other contract documents.
- (B) Proposers shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill in every detail the requirements of the contract documents of the County or the compensation of the vendor.
- (C) Proposers are advised that all County contracts be subject to all legal requirements provided for in county, state and federal statutes and regulations.

### **2. PREPARATION OF PROPOSALS:**

Proposals will be prepared in accordance with the following:

- (A) All information required by the proposal form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (B) Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- (C) Alternate bids will not be considered unless authorized by the Invitation for Bids.
- (D) Proposed delivery time must be shown and shall include Sundays and holidays.
- (E) Bidders will not include Federal taxes or State of Texas limited sales excise and use taxes in bid prices since the County of Webb is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

3. DESCRIPTION OF SUPPLIES:

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.

4. SUBMISSION OF PROPOSALS:

- (A) Proposals and changes thereto shall be enclosed in sealed envelopes addressed to the Webb County Clerk. The name and address of the bidder, the date of the proposal opening and the material or service bid on shall be placed on the outside of the envelope.
- (B) Proposals must be submitted in the forms furnished. Telegraphic bids will not be considered. Proposals, however, may be modified by telegraphic notice provided such notice is received before the time and date set for the proposal opening.
- (C) Samples, when required, must be submitted within the time specified, at no expense to the County of Webb. If not destroyed or used up during testing, samples will be returned upon request at the proposer expense.

5. REJECTION OF PROPOSALS:

- (A) The Purchasing Agent may reject a proposal if it is not satisfactory to Commissioners' Court because:
  - (1) The proposer misstates or conceals any material fact in the bid or if,
  - (2) The proposal does not strictly conform to the law or the requirements of the proposal, or if,
  - (3) The proposal is conditional, except that the proposer may qualify his proposal for acceptance by the County on an "All or None" basis or a "low item" basis. An "All or None" basis proposal must include all items upon which bids are invited.
- (B) No proposal submitted herein shall be considered if the proposer owes any delinquent taxes to the County of Webb at the time proposals are opened. In the event that the successful proposer herein subsequently becomes delinquent in the payment of his or its County taxes, such fact shall constitute grounds for cancellation of the contract.
- (C) No proposal submitted herein shall be considered unless the proposer warrants that upon execution of a contract with the County of Webb, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, creed, or national origin and will submit such report as the County may thereafter require to assure compliance.

- (D) The County may, however, reject all proposals whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the proposal has been qualified as provided in 5 (a) 3 above. The County may also waive any minor informalities or irregularities in any bid.

6. WITHDRAWAL OF PROPOSALS:

Proposals not are withdrawn after the time set for the bid opening, unless approved by Commissioners' Court.

7. LATE PROPOSALS OR MODIFICATIONS:

Proposals and modifications received after the time set for the proposal submission will not be considered.

8. CLARIFICATIN OR OBJECTION TO PROPOSAL SPECIFICATIONS:

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, he may submit to the Purchasing Agent on or before five days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving a set of proposals. The County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this proposal must be filed in writing with the Purchasing Agent on or before five days prior to the scheduled opening.

9. DISCOUNTS:

- (A) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (B) Concerning any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. AWARD OF CONTRACT:

- (A) The contract will be awarded to the bidder whose bid, conforming to the Invitation for Proposals, is most advantageous to the County price and other factors considered.
- (B) The County reserves the right to accept any item or group of items of this bid, unless the proposer qualified his proposal by specific limitations.

- (C) A written award of acceptance mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (D) Prices must be quoted F.O.B. Webb County with all transportation charges prepaid, unless otherwise specified in the Invitation for Proposals.
- (E) Delivery time and prompt payment discounts, including time allowed for payment, will be considered in breaking of tie proposals.

11. PERFORMANCE DEPOSIT:

- (A) The successful proposer(s) must furnish the County of Webb a performance deposit in the amount set forth in the Invitation for Proposals. This deposit is not to be submitted with bids, but must be presented to the Purchasing Department upon notification.
- (B) The County of Webb will not enter a contract or issue a purchase order until the successful bidder has complied with the performance deposit provisions.
- (C) The performance deposit shall be in the form of a bond, certified check upon a State or National Bank or Trust Company signed by a duly authorized officer, thereof, or a certificate of deposit from such bank or trust company. All such bonds, checks and certificate of deposit shall be drawn payable to the order to the Webb County Treasurer and submitted to the Purchasing Agent's Office.
- (D) The performance deposit of the successful bidder(s) shall be returned by the County upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (E) Failure of vendor to perform any of the services by this contract, within ten days of receipt of written demand for performance from County, or failure of vendor to correct or replace defective goods or products, within ten days from receipt of written demand will therefore, shall constitute a total breach of this contract, and shall be cause for termination. In the event of such termination the performance deposit shall be retained by the County of Webb as liquidated damages, based upon mutual agreement and understanding between vendor and County at the time this bid is solicited, submitted and accepted, that the County of Webb is a governmental agency engaged in public projects, and that the measurement of damages which might result from a breach of the terms and specifications herein is difficult or impossible to determine. Provided, however, that if in the opinion of the Purchasing Agent and the Commissioners' Court the failure of vendor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the vendor has no control, said performance deposit may in whole or in part, as may be determined by the

Purchasing Agent and the Commissioners' Court, be returned to the vendor. It is understood that such determination shall be entirely discretionary with the Purchasing Agent and the Commissioners' Court.

12. WORKERS' COMPENSATION INSURANCE COVERAGE:

The Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994. The TWCC has stated that it is aware that a statutory requirement for workers' compensation insurance coverage is not being met. Therefore, Rule 110.110 requires that all bidders be covered under workers' compensation insurance to achieve compliance from both contractor(s) and governmental entities. **Attachment A** is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.