

**REQUEST FOR PROPOSALS FOR LEASE
OFFICE SPACE
600 USABLE SQUARE FEET BUILD OUT
Galveston County Community Action Council**

**DUE NO LATER THAN: 11:00:00 a.m. CST on
November 3, 2021**

**Proposals shall be delivered in a sealed opaque
envelope to the following address:**

**4700 Broadway Suite C-100
Galveston, Texas 77551
Telephone (409) 762-8418
Refer to RFP 2021-04FBC**

I. ADVERTISEMENT

Galveston County Community Action Council (GCCAC) is soliciting proposals to lease 600 usable square feet of Office Space in Fort Bend County, Texas. Interested parties should contact Robert Quintero at 409-765-7878 or email robert.quintero@gccac.org for leasing information. Deadline for Receipt of Proposals is February 1, 2019 at 11:00:00 a.m. CST.

II. TERMS AND CONDITIONS

A. SCHEDULE

The schedule and dates below are subject to change. The dates below are intended to provide all Proposers an estimated time frame for Receipt of Proposals and the selection process.

First Advertisement:	October 16, 2021
Deadline for Receipt of Proposals:	November 2, 2021
Review of Proposals and Property Assessments:	November 3, 2021
Final Selection:	November 4, 2021
Lease Presented to GCCAC Board for Approval:	November 30, 2021
Deadline for Building Occupancy:	December 1, 2021

B. CLARIFICATIONS

All requests for additional information related to this RFP shall be directed in writing to:

Robert Quintero, 4700 Broadway-Galveston, Texas 77551/ 409-762-8418

For E-Mails, please input "Lease RFP" in the subject line. Should a Proposer find discrepancies in, or omissions from, the Proposal Package, or be in doubt as to its meaning, the Proposer should immediately notify Robert Quintero in writing for clarification.

C. DISQUALIFICATION AND REJECTIONS

GCCAC reserves the right to reject any and all Proposals. Reasons for rejecting a Proposal include, but are not limited to:

- a. The Proposal is not submitted at or by the specified time
- b. Failure to meet the minimum, mandatory requirements in this RFP
- c. The Proposal is incomplete or contains irregularities, which make the Proposal indefinite or ambiguous
- d. The Proposal is not signed by the Owner or authorized Agent
- e. The Proposal contains false or misleading information
- f. The Proposal ultimately fails to meet the announced requirements of GCCAC in some material aspect
- g. The Proposal price is clearly unreasonable

D. ADDENDA

Any addenda to the Proposal Package issued before the time of Receipt of Proposals shall be included in the Proposal Package and become a part of the Lease contract. The Official Proposal Form will be modified with space to indicate the receipt of all Addenda; OR, the Proposer may elect to print each Addendum, sign and date, and submit the signed and dated Addenda with the Proposal. Failure to acknowledge all Addenda may render the Proposal non-responsive, if it is determined that the Addenda had a material impact on the building requirements, price or time frame for building occupancy. An example of an Addendum which would not impact building requirements, price or the time frame for building occupancy would be a correction to a phone number.

E. SUBMITTAL

Proposals must be delivered to the address indicated in the Advertisement and in this RFP. A minimum of (3) copies of the Proposal shall be submitted in a sealed, opaque envelope. Proposals submitted by E-Mail, Fax, or any other method than that identified here will not be accepted. The following is an example of the envelope itself and how it should be addressed and labeled on the outside of the envelope:

Responder's Name
Physical Address

Galveston County Community Action Council
4700 Broadway Suite C-100
Galveston, Texas 77551

GCCAC RFP # 2021-04FBC
Proposal for Lease

NOTE: Please be sure to label the bottom left-hand corner of the envelope as "Proposal for Lease." Without this on the outside of the envelope, the Proposer risks the envelope being mistakenly opened with other mail.

F. WITHDRAWAL OF PROPOSAL

Any Proposer will be allowed to withdraw his or her Proposal prior to the Deadline for Receipt of Proposals. Should a Proposer wish to withdraw his or her Proposal once it has been submitted, the Proposer shall send a notice to GCCAC / Institution, IN WRITING, requesting that the Proposal be withdrawn and the justification of an error or omission in the proposal.

G. RECEIPT OF PROPOSALS

Proposals shall be opened publicly.

H. AWARD

Award, if any, shall be made to the responsible Proposer whose Proposal is determined to be the most advantageous to GCCAC, taking into consideration price and compliance with the requirements and preferences in this RFP.

I. LEASE CONTRACT

The Lease Agreement shall be in the form of a Standard Lease Agreement, found in this RFP.

J. SHORT-LIST SELECTION AND BEST AND FINAL OFFER

GCCAC reserves the right to do a short-list of the top-scoring proposals submitted. Should GCCAC elect to perform a short-list selection, followed by Best and Final Offers, no more than three (3) proposals will be selected for the short-list. Should the GCCAC choose NOT to perform a short-list selection, selection will be made based on the original Proposals submitted.

III. MINIMUM MANDATORY REQUIREMENTS

Total Net Usable Square Feet: 600 Square Feet

Preferred Term of Lease: 3 Years or until funding is ended

Type of Space Requested (Office Function):

1 Office

Small Reception Area

File/Copying Area

III. SPACE REQUIREMENTS:

- 1 office @ 400 Square Feet each
- Reception Area 150 Square Feet
- File/Copying Area 50 Square Feet

IV. ADDITIONAL REQUIREMENTS

Restrooms:

1 Number of Male Restrooms:	Common Area
1 Number of Female Restrooms:	Common Area
1 Number of Unisex Restrooms:	Common Area

The Numbers of Restrooms listed above are the minimum number. All restrooms shall meet ADA requirements and the number of stalls, urinals, sinks, etc. shall meet the minimum requirements of the Plumbing Code of the International Code Council (ICC).

Parking:

Number of Parking Spaces Required: 3

Number of Parking Spaces on Site: 3

Parking must be ADA-compliant. Based on the numbers of parking spaces, all Parking Spaces may be required to be located on site. Parking areas are to be lighted and compliant with ICC Standards for lighting requirements.

IT / Network Infrastructure:

The leased premises shall have fiber to the building, with a minimum of CAT 5 cabling. All offices, cubicles, conference rooms, and meeting rooms shall be wired for data services.

V. OPERATIONAL COSTS:

For the purposes of this Request for Proposals, this shall be a Gross Lease. The following operational costs shall be borne by the party indicated below. In all instances, Lessor is required to pay and provide all Taxes, Insurance Premiums, Sewer, Trash, and Landscaping for the building/facility.

	Lessor	Lessee	No Preference
Taxes	X		
Insurance	X		
Electricity	X		
Gas Water	X		
Phone / Internet		X	
Sewer	X		
Trash	X		
Janitorial Services	X		
Janitorial Supplies	X		
Security	X		
Landscaping	X		

SPACE REQUIREMENTS

The Proposer should ensure that all space requirements, as outlined in these Specifications, are met. GCCAC will allow variances in square footage to a reasonable extent. For instance, if the specifications require one 150-square foot office and the Proposer has an existing office of 140 square feet, GCCAC will allow the deviation in this instance, because the cost of relocating walls and lines for an additional 10 square feet would be cost-prohibitive. However, Proposers should ensure that space measurements are as close to the requirements spaces listed herein as much as possible. All private offices should be hard-walled. This proposal provides the total number of Net Usable Square Feet as required by GCCAC. For the purposes of this RFP, Net Usable Square Feet shall exclude:

- Corridors
- Bathrooms
- Stairwells
- Elevator shafts
- Shafts and Ducts
- Janitorial, Electrical, or Mechanical Closets
- Areas for A/C and Heating Systems

In the event that the Building is a multi-tenant building, the Proposer shall identify all Common Area and the prorated share of such space for GCCAC.

Proposers should identify not only the Net Usable Square Feet offered for lease, but the **TOTAL RENTABLE SQUARE FEET** for which GCCAC will be billed. Rental amounts and payments will be evaluated based on this number.

PROPERTY TYPE

GCCAC reserves the right to give preference to specific properties depending on the type of space requested and its original/intended use. Spaces converted from one function to another will be considered, but GCCAC reserves the right to provide preference to those facilities in which the original design purpose meets the intended use of GCCAC. For example, buildings converted from Warehouse space into Office space will be considered, but preference will be given to those facilities originally designed and constructed as Office space.

It is common for a building to have multiple uses and functions, and to be designed for such. In this event, GCCAC will classify the building's type based upon the majority of square footage. For instance, a building that is 75% warehouse space and 25% office space will, for the purposes of this Proposal, be considered a Warehouse.

PROPERTY CONDITION

It is the responsibility of the Proposer (or Lessor) to ensure that the property is maintained in a reasonable working and operable condition. As such, the Proposer should ensure that the property has operation and maintenance schedules in place for all items related to the building and equipment as appropriate. If awarded a Lease Agreement, the Proposer may be required to provide copies of any operations and maintenance schedules and contracts in place. Below are some schedule items that must be met:

- **ADA Compliance:** Proposer is to ensure that the building is ADA compliant in all aspects. In the event the building is not ADA-compliant, the Proposer will be required to make the necessary modifications to ensure the building is ADA-compliant prior to occupancy. Proposers should follow all Federal and State regulations for ADA compliance to ensure all requirements are met.
 - **Electrical and Lighting:** The lighting and electrical system for the building and parking areas must meet all ICC (International Code Council) Standards, Policies, and Procedures related to such.
 - **Carpet:** At the inception of the Lease Agreement, carpet should be no more than four (4) years old. If carpet is more than four (4) years old, the Proposer must provide new carpet for the leased space. The minimum standard for carpet should be nylon, 26 oz. weight, Broadloom. Carpet tile is preferred, but Broadloom is acceptable. Should Broadloom be used, replacement of any carpet shall be performed after working hours, and Lessor will be responsible for moving all furniture and equipment, and then moving furniture and equipment back in the appropriate space once carpeting is complete. Damage caused to furniture and/or equipment caused by relocation shall be the responsibility of the Lessor. All carpet shall be replaced every five (5) years or sooner.
 - **Paint and Wall Coverings:** All walls must be painted or papered, as appropriate, every four (4) years or sooner. If walls have not been painted or papered within four (4) years prior to the start date of the Lease Agreement, Lessor shall paint and/or paper walls prior to occupancy.
 - **Maintenance Schedules:** Lessor should have in place, at the inception of any Lease Agreement or Renewal Lease, sufficient maintenance schedules for the following items and equipment for the building:
 - o Roof
 - o Mechanical System
 - o Electrical System
- Lessor may be called upon to provide copies of any preventative, or scheduled, maintenance contracts to ensure that all equipment and systems in the building are being maintained. Lessor will ensure that, in as much as reasonably possible, all scheduled maintenance to the building and building systems will be performed on weekends or outside of normal business hours.

- **Parking:** Parking area should be maintained in a state of good repair and must meet ADA requirements. Parking area should be clearly striped, and parking spaces designated as appropriate (handicap spaces, space numbers, etc.). Routine checks and maintenance should be performed to the parking structure or surface to ensure longevity and long-term use of the parking surface. In the event of standing water, protruding rebar or rods, large cracks, or uneven surfaces on the parking surface, Lessor may be called upon to correct such areas as needed.

FURNITURE AND EQUIPMENT

In the event that the Proposer is required to provide certain furniture or equipment as part of the Lease Agreement, those items will be clearly identified in the specifications listed herein. Otherwise, all furniture and equipment associated with the function and operation of the GCCAC will be the responsibility of the GCCAC, and the Proposer will not be responsible for providing those items as part of the Lease.

OPERATIONAL COSTS

For the purposes of this Lease, the Lessor shall be responsible for all operating costs of the building, with the exception of Phone/Internet. Lessor will be responsible for all other costs associated with the property, including but not limited to Utilities, Janitorial, Taxes, Insurance, and Maintenance Contracts.

IT / NETWORK

All IT / Network costs for this RFP shall be in accordance with the IT/Network requirements stated above. Proposers shall ensure that the property does, or will prior to occupancy, meet the IT/Network requirements and needs specified.

FIRE PROTECTION:

Lessor understands that all buildings and facilities shall meet all Local Fire Codes for the City/County in which the property is located.

VI. INSTRUCTIONS TO PROPOSERS

1. **Occupancy:** The proposed space shall be complete and ready for occupancy no later than 30 days following execution of the Lease Agreement. Should the space be ready for occupancy prior to this date, GCCAC shall have the option to occupy the space sooner, as agreeable between the Lessor and Lessee.
2. **Rentable Square Feet:** Proposers are to identify the number of rentable square feet (the amount of square feet for which rent shall be paid) offered for lease. GCCAC has

identified the total amount of usable square feet needed, and each Proposer shall identify the rentable square feet offered for Lease, including common area.

3. **Security:** All Proposers shall submit, WITH THEIR PROPOSALS, any proposed security measures provided to the Lessee. This may include alarms, guards, etc.

VII. SCORING AND EVALUATION

Scoring and Evaluation will be performed in two (2) Phases. For the first (1st) Phase, all Proposals shall be evaluated as follows:

GRADING AND SCORE CRITERIA			
Category	Max. Points	Points Received	Formula if applicable
Price	60		
Parking	15		
Security	20		
Amenities	5		
TOTAL	100		

Following the initial scoring identified above, those Proposals meeting an efficient, compact, and contiguous space design will be awarded up to fifteen (15) additional points. All Proposals having efficient Ease of Access to the building and premises will be awarded up to ten (10) additional points.

VIII. CHECKLIST FOR PROPOSERS

Each Proposer should read carefully to ensure that he or she has included all required forms and documents with the Proposal. The minimum requirements which must be included are:

1. Official Proposal Form, signed and dated
2. Photos of the Interior and Exterior of the Building
3. A Sketch floor plan of the proposed space
4. Proposed security measures, if any

IX. CERTIFICATION

**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

Federal Executive Order 12549 requires the Texas Department of Housing and Community Affairs (TDHCA) to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, other federal department or agency, or the Texas Department of Housing and Community Affairs may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, or other federal department or agency, and/or the Texas Department of Aging and Disability Services, as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? _____ YES _____ NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered

contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United State Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department of Housing and Community Affairs may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Indicate which statement applies to the covered potential contractor/grantee:

- The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.
- The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE

VENDOR ID NO./FEDERAL EMPLOYER'S ID NO.

Signature of Authorized Representative

Printed/Typed Name of Authorized Representative

Title of Authorized Representative

Date

THIS CERTIFICATION IS FOR FY _____, PERIOD BEGINNING _____ and
ENDING _____.

LEASE AGREEMENT
SEE ATTACHED LEASE AGREEMENT