



LEASE NO. 694-10246-E3B-DALLAS

STATE LEASE

(NEGOTIATED)

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

1. PARTIES

This Agreement is made and entered into this 26th day of September, 2001, by and between LESSOR, Oakbrook Plaza, Ltd. A Texas Limited Partnership of Dallas County, Texas, U.S.A. and LESSEE, STATE OF TEXAS.

2. PROPERTY LEASED

Lessor promises, in return for the consideration described herein to be paid by the Lessee and the covenants set out herein to be kept by Lessee, to hereby lease, unto the Lessee, the following described property and premises, to wit:

8,287 square feet of net usable space, located in the
Oakbrook Plaza [Building], at
1515 - 1575 W. Mockingbird Lane [Street address], in
Dallas 75235 [City]
Dallas County, Texas

Lessor also promises to furnish any and all requirements related to such property and premises as set out in all referenced attachments to this lease, all of which are incorporated herein by reference and made a part hereof for all purposes.

3. MONTHLY RENTAL

The Lessee agrees to pay Lessor Nine Thousand Nine Hundred Eleven And 25/100 Dollars (\$9,911.25) per month during the term of this lease. (All additions or deletions of net usable space to this lease shall be based upon an annual rate of \$14.35 per square foot.) Lessor agrees to submit monthly statements for rent to the occupying state agency. The monthly rentals provided for herein shall be due and payable by Lessee in advance on the first day of the month for which said rentals are due.

4. TERM OF THE LEASE

The term of this lease shall be for 120 months commencing on the 1st day of May, 2002, and ending on the 30th day of April, 2012, unless sooner terminated as hereinafter provided.

This lease contract is made and entered into in accordance with the provisions of Texas Government Code, Title 10, Subtitle D, and is made contingent upon the continuation of federally funded programs, or upon the availability of state funds appropriated by the Legislature, to cover the full term and cost of this lease. In the event a curtailment of federally funded programs occurs, or in the event state appropriated funds are unavailable, the General Services Commission, hereinafter referred to as Commission, may assign another State agency to the space, or a part thereof, covered by this lease. Should the Commission be unable to find another State agency or agencies to fill, or partially fill the space, the Commission, upon written notice to the Lessor, either may terminate this lease, or adjust it in accordance with the provisions of this lease.

5. GENERAL TERMS AND CONDITIONS

(a) Lessor further agrees that should the Lessee request additional space during the term of this lease, Lessor may furnish such space as is requested by the Lessee, if available, adjacent to space covered by this lease at a rental not

Lease No. 694-10246-E3B-DALLAS

- (k) It is mutually agreed between the Lessor and the Lessee that if said building and premises shall, during the term of this lease or previous thereto, be slightly damaged by fire or any other cause or causes, the same shall be promptly repaired by the Lessor. During the time of such repair, if the space cannot be fully utilized by Lessee, lease payments due hereunder shall be either reduced or withheld in accord with the degree of non-use. But, if said building and premises be so damaged as to render said premises unfit for occupancy, then, and from the date of such damage, this lease shall cease and be void; and rent and other obligations hereunder shall be due and payable only to the date of such damage. If the Lessor has available under his control space which will meet Lessee's needs and offers same to Lessee, the Lessee may at its option, occupy that space under the same terms and conditions of this lease.
- (l) Lessee reserves the right to assign any agency of State government to occupy all or any part of the space described herein, but covenants and agrees that it will not assign or sublet all or any part of the leased premises to any private parties (persons or corporations).
- (m) In the event Lessee shall be in default in the payment of rentals or other charges hereunder or shall otherwise breach its covenants or obligations hereunder, and shall be and remain in default for a period of thirty (30) days after written notice from Lessor to it of such default. Lessor shall have the right and privilege of terminating this lease and declaring the same at an end, and of entering upon and taking possession of said premises, and shall have the remedies now or hereafter provided by law for recovery of rent, repossession of the premises and damages occasioned by such default.
- (n) In the event Lessor shall breach or be in default in the performance of any of the covenants or obligations imposed upon Lessor by this lease, and shall remain in default for a period of thirty (30) days after written notice from Lessee to it of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default. In lieu of a formal declaration of default and resulting termination as provided above, and in special cases urged by the occupying state agency, the Lessee may withhold payment of rent from Lessor, until such time as the violations have been corrected. If violations of this lease create an emergency situation and threaten the occupying agency's ability to use the premises, the Lessee may correct all or any part of the violations and deduct the cost from rentals due the Lessor. Such extraordinary remedies will only be undertaken in the best interest of the state when a move following termination would be highly disruptive to the occupying agency and detrimental to its statutory functions.
- (o) The failure of the Lessee or Lessor to insist in any one or more instances on a strict performance of any of the covenants of this lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.
- (p) This agreement and each and all of its covenants, obligations and conditions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successor in office of Lessee.
- (q) This lease shall be effective as of the date the Commission executes this lease contract to Lessor. All proposals, negotiations, notices, and representations with reference to matters covered by this lease are merged in this instrument and no amendment or modification thereof shall be valid unless evidenced in writing and signed by both parties as identified below.
- (r) Lessee covenants and agrees to abide by any and all reasonable rules promulgated by Lessor for the proper operation of the subject demised property and surrounds; provided only that all rules promulgated subsequent to commencement of this lease be submitted to Lessee for consideration and comment at least thirty (30) days prior to implementation.



General Services Commission

1711 San Jacinto P.O. Box 13047
Austin, Texas 78711-3047
Web Site: www.gsc.state.tx.us
(512) 463-3035

CHAIRMAN
Gilbert A. Herrera

COMMISSIONERS
Tomas Cardenas, Jr., P. E.
Jim Cjx
Fred N. Moses
Barbara Rusting
Gene Shull

September 10, 2001

**CERTIFIED MAIL #7000 1530 0002 2415 7087
RETURN RECEIPT REQUESTED**

NOTICE OF AWARD

Re: Lease 694-10246-E3B-DALLAS
Term: 05/01/2002 through 04/30/2012

Oakbrook Plaza, Ltd.
A Texas Limited Partnership
c/o Bradford Management
Attn: Barbara Zeier or Michael Brashear
Property Manager or Leasing Agent
1545 W Mockingbird Lane, Ste. 1014
Dallas, TX 75235

Building Description:

Oakbrook Plaza

1515 - 1575 W. Mockingbird Lane

Dallas, Dallas County, TX 75235

Dear Ms. Zeier:

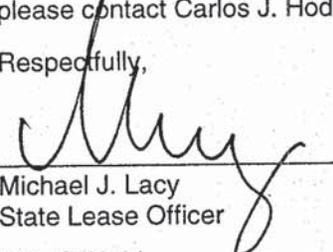
You are the successful bidder for the above captioned lease and are hereby notified that the State of Texas accepts your bid as being the lowest and best bid received meeting specifications. Enclosed are duplicate originals of the referenced lease contract. Please sign in the space provided on both originals and send both back to this office, whereupon the State Lease Officer will sign both originals and return a fully-executed original to you for your files. As this Notice of Award is being made beyond the date that your bid price was required to be firm (see Item 5. of the Bidding Instructions), it shall be considered to be binding as of the date of this Notice of Award unless we are informed otherwise in writing by you within 10 days of the date hereof.

In accordance with the General Services Commission's rules and based on the provisions of the bid package and the lease contract, this award is for a monthly rental of **\$9,064.01** for space complying with the lease specifications. The rental amount is not a figure per square foot, to be multiplied by the number of feet of space you may find necessary based on the site that you chose to bid. The rental amount is the amount stated on the TOTAL BID line of your bid.

The terms of this contract include the Notice of Award, the specifications, and other bid requirements set out in the Invitation for Bid, your response thereto and the terms and conditions set out in the formal lease document.

THE TERMS OF THIS LEASE MAY BE CHANGED ONLY THROUGH WRITTEN AGREEMENT WITH THE COMMISSION AND THE LESSOR MAY NOT CONSIDER THE TERMS CHANGED THROUGH RELIANCE ON STATEMENTS OR PROMISES MADE BY THE OCCUPYING STATE AGENCY, ITS OFFICERS OR EMPLOYEES. (See Item 9. of the Bidding Instructions.) If you have any questions, please contact Carlos J. Hodge at 512-463-3326.

Respectfully,


Michael J. Lacy
State Lease Officer

MJL:CJH:dd

Enclosures (2)

cc: Ms. Carole Fint, Texas Youth Commission



General Services Commission

1711 San Jacinto - P.O. Box 13047

Austin, Texas 78711-3047

Web Site: www.gsc.state.tx.us

(512) 463-3035

CHAIRMAN
Gene Shull
COMMISSIONERS
Tomas Cardenas, Jr., P.E.
Jim Cox
Dionicio Vidal Flores, P.E.
Fred N. Moses
Barbara Rusing
EXECUTIVE DIRECTOR
Jim Muse

ADDENDUM

TO BIDDERS:

DATE: July 18, 2001

INVITATION FOR BID NO.: 694-10246-E3B-DALLAS

CLOSING DATE: July 31, 2001 11:00AM

CORRECTION:

III. Replace Item I.C.1. on Page 5 of 28 pages with the following:

1. **Initial Term of Lease:**

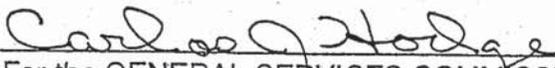
Option 1. Term of lease shall be 60 months, from May 1, 2002 (commencement date) through April 30, 2007 (ending date).

Option 2. Term of lease shall be 120 months, from May 1, 2002 (commencement date) through April 30, 2012 (ending date).

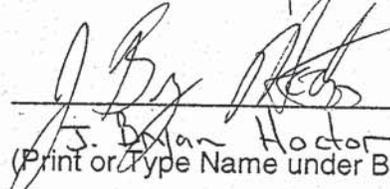
Bidder must indicate on Page 1 of 28 Pages whether the bid is for Option 1 or Option 2. If Bidder chooses to submit a bid for both Option 1 and Option 2, each Option must be submitted as a separate bid. Bids not specifying which Option is bid will be disqualified.

IT IS MANDATORY THAT BIDDER ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING AND RETURNING THE ADDENDUM AS PART OF THE BID SUBMITTED. (If you have already submitted your bid, it will be held unopened until the bid closing date. If you wish to change your bid, please send a written addendum to the bid room. If you wish to withdraw your bid, please do so in writing.) Acknowledgment is required even if the changes do not alter your bid.

IN ACCORDANCE WITH GENERAL SERVICES COMMISSION RULES, BIDS WILL BE REJECTED FOR FAILURE TO SIGN AND RETURN THE SIGNED ADDENDA PRIOR TO THE BID CLOSING.


For the GENERAL SERVICES COMMISSION

SIGNATURE by BIDDER: _____


(Print or type Name under Bidder Signature)





READVERTISEMENT

INVITATION FOR BID: 694-10246-E3B-DALLAS
ISSUE DATE: July 2, 2001
BID PERIOD CLOSES: July 31, 2001 11:00 AM

Mail Sealed Bids to:
GENERAL SERVICES COMMISSION
P.O. Box 13047, Austin TX. 78711-3047
Or Hand Deliver/Overnight Mail to:
1711 San Jacinto, Room 180, Austin, TX 78701
Fax Number for Bidding Only: 1-512-463-1400

SEALED BID ENVELOPE must show bid period closing date and
Invitation For Bid number in lower left corner of envelope and
show return address of bidder. Please Note Attached Bidding
Requirements and Lease Specification

The General Services Commission is seeking bids for a total of 6,187 USABLE SQUARE FEET OF SPACE, (as defined by Commission
Rules,) partitioned according to the requirements outlined in the attached lease specifications.

TO SATISFY THE LEASE REQUIREMENTS, PROPOSED LESSOR OFFERS THE FOLLOWING:

Table with columns for Office Space, Allowance for Interior Hallways, TOTAL OFFICE SPACE, TOTAL SQUARE FOOTAGE, TOTAL BID, and TOTAL COST PER MONTH. Includes sub-items for Utilities and Janitorial services.

For the purpose of determining the cost of adding or deleting usable space in the future under a lease resulting here from, proposed lessor will allow the
Commission to compute the necessary monthly cost per square foot from information as set out above.

Oakbrook Plaza
Building Offered (Name)

Existing X To Be Built Historic Structure*
(Check All That Apply)

1515-1575 W. Mockingbird Ln.
Street Address of Building (Attach Full Legal Description)

Dallas Dallas Texas 75235
City County State Zip

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

WARNING:

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

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

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

Proposed Lessor must sign the bid (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 bid. Failure to provide required authorization
may result in the disqualification of this bid.

Corporate Charter # Vendor I.D. #

Oakbrook Plaza, LTD
Name of Proposed Lessor
c/o Bradford Realty Services, Inc.
1545 W. Mockingbird Ln. Suite 1014
Address of Proposed Lessor

Dallas Dallas Texas 75235
City County State Zip

(214) 630-2401
Area Code Telephone Number

Signature: [Handwritten Signature]

Print Name: Bryan Hooper

Title: Vice President

Historically Underutilized Business (HUB)** Yes or (No) (Circle)

Note: Bid results will not be divulged until completion of all bid evaluations. To request a copy of the finalized bid tabulation sheet, please provide your fax
number or write "mail" in the space provided: 214-905-7592

Proposed lessor agrees to comply with the bidding requirements and lease specifications set out in this Invitation for Bid, and with the standard
terms and conditions of the state lease.*** Exceptions to any such requirements, or standard terms and conditions must be in writing and
included as a part of this bid. Any exception taken which either (1) gives special advantage to the proposed lessor, or (2) seeks to avoid a
mandatory requirement, term or condition, will result in disqualification of this bid.

Option 1



Good Faith Effort Program (GFEP) for Other Services Contracts

State agencies are required to make a good faith effort to assist Historically Underutilized Businesses (HUBs) in receiving contract awards issued by the State, see Tex. Gov't. Code Ann. Title 10, Subtitle D, Chapter 2161. The goal of this program is to promote fair and competitive business opportunities for all businesses contracting with the State of Texas.

The following document must be completed and returned by bidders in order for the bid to be considered for award:

- (1) Good Faith Effort Program (GFEP) Other Services Form - This form must be returned with the bid.

If all or any portion of the contract will be subcontracted, as indicated on the GFEP Other Services Form, the following forms will be provided to the successful bidder (Lessor). **The forms listed below must be returned to the General Services Commission, with supporting documentation, no later than thirty (30) days prior to occupancy.**

- (1) Determination of Good Faith Effort (DGFE).
- (2) The Historically Underutilized Business Solicitation Form (HUB-SF).
- (3) Historically Underutilized Business Letter of Intent (HUB-LOI).
- (4) The bidder providing subcontracting opportunities shall submit to the General Services Commission (GSC) a copy of the written notice of solicitation advertising the subcontracting opportunities (see GFEP Other Services Form, criteria number two).

After occupancy, the Lessor will provide the following documents to the occupying agency on a quarterly basis:

- (1) Non-Historically Underutilized Business Progress Assessment Report (NON-HUB-PAR) - documentation of work subcontracted with HUBs;

~~OR~~

- (2) Historically Underutilized Business Progress Assessment Report (HUB-PAR-A) - documentation of work subcontracted with Non-HUBs.

All forms are required to be provided to the parties indicated within the specified time frames. Failure of Lessor to meet the good faith effort criteria shall constitute default under the contract.

NOTE: A list of all GSC certified HUBs are available by requesting a copy of the HUB Directory through the GSC Business Services Division at 512-463-3419 or visit our web site at <http://www.gsc.state.tx.us>.

In accordance with the State's policy of encouraging the use of HUBs in state procurement, the GSC shall make a good faith effort to utilize HUBs in contracts for commodities and service purchases. GSC will achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities. Therefore, any contracting entity ("Lessor") that enters into a State lease contracts shall be required to

make a good faith effort to award necessary subcontracts to HUBs in accordance with GSC Rule 111.13 (b). Also, see Rule 111.13 (c) (7). The annual program goal for all purchase of service an agency expects to award in a fiscal year is 33% Black Americans, Hispanic Americans, American Women, Asian Pacific Americans and Native Americans. This Good Faith Effort Program goal does not prevent any business group from participating in contracting opportunities with the State of Texas.

A subcontractor is an entity that enters into a contract with a Lessor to provide a portion of the goods or services for which the Lessor is responsible under the terms of its contract with the State. Subcontractor services for State lease contracts may include, but are not necessarily limited to, building maintenance, custodial, security, property management, etc. By implementing the following procedures, a Lessor shall be presumed to have made a good faith effort by complying with the following criteria form and after the occupancy date provided in the lease, or such other time as may be specified in the Invitation for Bid for the lease:

- 1. To the extent consistent with prudent industry practice, divide the contract work into reasonable lots.
- 2. Notify HUBs of the work that the Lessor intends to subcontract. The notice shall be in writing. The notice shall include a description of the subcontracting opportunities and identify the location to review contract specifications. The notice shall be provided to potential subcontractors and shall be submitted to the General Services Commission no later than thirty (30) days prior to the occupancy date.
- 3. The Lessor shall provide written notice as required in (2) above with sufficient time to allow all interested parties the opportunity to participate effectively. The Lessor shall send such notice to at least five businesses in the current GSC directory of certified HUBs that perform the type of work required in the area in which the work will be performed.
- 4. If a non-HUB subcontractor is selected through means other than competitive bidding, or a HUB bid is the lowest price responsive bidder to a competitive bid, but not selected, the Lessor will be required to document the selection process.
- 5. The Lessor shall maintain business records documenting its compliance and shall make a compliance report to the occupying state agency and report in the format required by the occupying state agency, provided that reporting shall be required at least once for each calendar quarter during the term of the lease contract, or any renewal thereof.

Note: When the Lessor is a HUB, it must satisfy the good faith effort requirements by performing at least 25% of the contract with its employees. The HUB Lessor may subcontract the remaining 75% of the contract with HUB or non-HUB contractors. Any Lessor that seeks to satisfy the good faith effort requirement in this manner shall report quarterly to the Occupying Agency the volume of work performed under the contract and the portion of the work that was performed with its employees. If a HUB Lessor performs less than 25% of the cumulative total contract with its employees, then for the next quarter, the Lessor shall report its subcontractors as required by a non-HUB Lessor.

GENERAL SERVICES COMMISSION
STANDARD LEASE SPECIFICATIONS
For Office Space

I. CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS

A. The Texas Youth Commission ("Occupying Agency"), acting through the General Services Commission (GSC) as "Lessee," desires to rent space to be used by District Office/Parole Services. Space shall meet the minimum specifications contained within these Lease Specifications.

B. LOCATION CRITERIA.

1. Space shall be located within the city limits of Dallas or vicinity, Dallas County, Texas, and within an area bound as follows:

North Boundary -	Northwest Highway
East Boundary -	Loop 12
South Boundary -	IH-30
West Boundary -	Loop 12

Space may be located on either side of the boundary streets, but space address must be on one of the boundary streets or on a street within the boundaries specified.

2. Site must be on or within 450 feet of a primary street or highway. For purposes of this specification, a primary street or highway shall be defined as a fully surfaced public street, thoroughfare or highway with minimum of four (4) lanes for movement of traffic.
3. Public bus transportation must be available within 450 feet of the entrance to the facility site and there must be an accessible route as prescribed in TAS and ADAAG (see Item 1.a. (3) of Attachment A). Any such accessible routes shall be covered with a hard surface material such as concrete, asphalt paving, or comparable surface material.
4. In accordance with Chapter 244, Texas Local Government Code, the site may not be located within 1,000 feet of a residential area, a primary or secondary school, property designated as a public park or public recreation area by the state or a political subdivision of the state, or a church, synagogue, or other place of worship. Occupying Agency will review bid sites for compliance

C. LEASE TERM.

1. Initial Term of Lease: Term of lease shall be 60 months, from May 1, 2002 (commencement date) through April 30, 2007 (ending date).
2. Space must be ready for final inspection, acceptance and occupancy for each agency 15 days prior to their commencement date. This period of time shall be at no charge to the Occupying Agency. The Occupying Agency may do whatever is necessary during said period to ensure it is able to commence normal business operations on the first day of the stated lease period.
3. Extensions: Upon proper notice of intention to exercise this option and by mutual agreement between the Lessee and Lessor at that time, this lease may be extended up to two (2) times for periods of up to 60 months each for a total of 120 months, under the same

3. Lessor shall provide janitorial service for the space at Lessor's expense, and no person other than the authorized janitor and their assistants will be permitted to enter the premises for such purpose. The authorized janitor and their assistants must be bonded for a performance/theft bond in an annualized dollar amount appropriate for the size and agency's use of the lease space. The Lessor is responsible for providing all supplies, equipment, and materials necessary for the proper cleaning of the space. In addition, the Lessor shall also provide all supplies including, but not limited to toilet paper, paper towels, and soaps for the refilling/restocking of dispensers throughout the space. The janitor's room must be kept in a clean and orderly condition at all times. The agency shall have access to these supplies during the day for restocking dispensers as needed.

Janitorial Services shall include:

- a. On a daily basis (Monday through Friday), janitorial services shall include:
- (1) Place automatic deodorizer in rest rooms, waiting areas and break rooms.
 - (2) Polish, buff, vacuum, sweep and/or dust mop all floors and vestibules.
 - (3) Detergent mop, rinse, and dry all non-carpeted floors; vacuum carpets and floor rugs; and spot clean carpet and floor rugs as necessary.
 - (4) Spot clean around light switches and door levers.
 - (5) Spot clean partitions, walls, doors, and baseboards.
 - (6) Clean and disinfect all rest rooms, urinals, toilets, wash basins and drinking fountains.
 - (7) Detergent mop, rinse, and dry all rest room floor surfaces.
 - (8) Empty and clean all rest room receptacles.
 - (9) Clean and refill all rest room dispensers.
 - (10) Empty and clean ashtrays, urns and wastebaskets and place refuse in proper container. Replace trash can and waste basket liners.
 - (11) Thoroughly clean break rooms, with cleaning to include, but not limited to, wiping tables, counters, sinks, microwave ovens, and all vending machines.
 - (12) Remove all refuse from building and place in proper containers.
 - (13) Set burglar alarm and secure and lock the building after last janitorial employee is out of building, if applicable.
 - (14) Spot clean all glass, including but not limited to mirrors, glass doors, and glass partitions.
 - (15) All non-carpeted floors must be spray buffed a minimum of three times weekly.
- b. On a weekly basis, janitorial services shall include:
- (1) Clean all baseboards and door frames.
 - (2) Clean and wash all entrance doors.
 - (3) Perform dusting on office furniture, including but not limited to desks, credenzas, workstations, and file cabinets.
- c. On a monthly basis, janitorial services shall include:
- (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 (the Occupying Agency's employees will ensure that desk is clear of loose paper).
 - (4) Clean blinds and window coverings.
- d. On a semi-annual basis, janitorial services shall include:

- j. Wax and polish all hard surface flooring.
- k. Clean blinds.

F. CODES, STATUTES, ORDINANCES, AND STANDARDS.

Bidder/Lessor shall comply with all requirements listed in Attachment "A" hereto.

G. PERFORMANCE REQUIREMENTS.

1. Where approval is required, approval will be by the Occupying Agency or the General Services Commission, as Lessee, as applicable. Performance of any obligation hereunder by Lessor or Lessee will be excused if prevented by Acts of God, or public enemy, fire or other casualty, labor disputes, or without limiting the foregoing, circumstances beyond the Lessor's or Lessee's control. If the delayed occupancy is the responsibility of the State, or is caused by conditions beyond the Lessor's control, such as strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, inclement weather, or any cause beyond the Lessor's control, which constitutes a justifiable delay, such delay shall be addressed in accordance with Item 4.(c) of the lease contract.
2. Invitations for Bid allow sufficient time for receipt of the preferred mail response. The State offers facsimile (FAX) service as a convenience only. The telephone number for FAX submission of bids is 1-512-463-1400. Bid confidentiality requires only this number is used and its use is for bids only. The State shall not be responsible for bids being received late, illegible, incomplete, or otherwise non-responsive due to failure of electronic equipment or operator error. For additional information, you may contact General Services Bid Services at 1-512-463-3377.
3. Estimated moving costs will be considered in the bid evaluation. The estimated moving cost of the Texas Youth Commission Dallas District Office is \$6,000.00.
4. The General Services Commission will NOT accept any bids without a specific legal description AND legally enforceable documentation proving ownership and/or control of the property offered. Only ONE legal description may be submitted per bid.

A copy of a recorded deed showing the name of the owner(s) and legal description are required to support ownership of the offered property. A bid submitted by multiple owners must have the signature of each co-owner.

Any documentation submitted to prove the bidder has control of the property must contain clear language specifying the legal description and period of control which must NOT terminate prior to 60 days after the bid closing date. Control of the property offered may be demonstrated by an executed contract for sale or exclusive option or other legally enforceable agreement, acceptable to the General Services Commission, between the seller and bidder. Purchase price information may be redacted if the bidder wishes to keep this information confidential.

Any bids submitted by an agent MUST include a copy of the legally enforceable document, acceptable to the General Services Commission, identifying the agent, principal, scope and duration of the agency.

ANY BID SUBMITTED WITHOUT THE APPLICABLE REQUIRED DOCUMENTATION WILL BE DISQUALIFIED UPON RECEIPT.

5. The Bidder must provide two (2) copies of the proposed site plan to the Occupying Agency at post-bid review for compliance with the Lease Specifications. The site plan must show

janitorial duties and air quality. If the Lessee in its sole discretion determines that the Lessor during the course of the work is not keeping the office areas clean, and free of construction dust, materials, vapors, fumes, and the like, the Lessor must provide suitable space during the remaining remodeling which allows for normal operations of the Occupying Agency without interference of construction. Cost for space over the current rent, moving expense, telephone and computer relocation will be the responsibility of the Lessor.

14. The interior and exterior of the leased space offered must be suitable for use as office space and shall be typical of office space in the area.
15. Lessee shall have the right to approve the design and quality of the workmanship of the lease space (interior and exterior). The lease space is intended to be completed and finished in all respects, and commonly used items necessary for completion which have not been specifically addressed by these minimum specifications shall be considered to be reasonably implied. Materials and workmanship not specifically mentioned shall be assumed to be the best in common use as a standard practice of the trade.
16. If all or any portion of the contract will be subcontracted, as indicated on the GFEP Other Services Form, the following documents will be provided to the successful bidder (Lessor). No later than thirty (30) days prior to occupancy of the lease space, the successful bidder shall provide to the General Services Commission said forms as referenced on Page 3 of this Invitation for Bid, as follows:
 - a. Determination of Good Faith Effort (DGFE)
 - b. The Historically Underutilized Business Solicitation Form (HUB-SF)
 - c. Historically Underutilized Business Letter of Intent (HUB-LOI)
 - d. The bidder providing subcontracting opportunities shall submit to the General Services Commission (GSC) a copy of the written notice of solicitation advertising the subcontracting opportunities (see GFEP Other Services form, criteria number two).

After occupancy, the successful bidder will provide the following documents to the Occupying Agency on a quarterly basis as referenced on Page 3 of this Invitation for Bid:

- (1) Non-Historically Underutilized Business Progress Assessment Report (NON-HUB-PAR) - documentation of work subcontracted with HUBs.
Or
 - (2) Historically Underutilized Business Progress Assessment Report (HUB-Par-A) -documentation of work subcontracted with Non-HUBs.
17. Lessor shall provide, at Lessor's expense upon completion of buildout of the space, disks of the CAD floor plans or "as built drawings" to the Lessee and Occupying Agency.
 18. Lessor, at Lessor's expense, shall provide the Occupying Agency a copy of the Certificate of Occupancy issued by the appropriate city at least fifteen (15) days prior to the commencement date of the lease.
 19. All time limits stated herein are of the essence of the lease contract.
 20. At least sixty (60) days prior to the commencement date of the lease, the successful bidder shall provide to the Lessee and Occupying Agency written evidence that required services, in accordance with the bid specifications, have been solicited and contracted for or otherwise provided for. Such written evidence must be acceptable to the Lessee and Occupying Agency in form and substance. Services shall include but not be limited to janitorial and exterminating services.

54" off the floor and extend to the ceiling with shelves spaced 12" apart. Shelves shall be 12" deep.

VII. INSULATION & MOISTURE PROTECTION

- A. Lessor shall provide and install insulation as follows: A minimum of R-26 in ceilings, R-19 in exterior walls, and R-13 in floors over an unheated space. (Lessor may use a combination of materials to achieve a minimum of R-30 in the roof, R-20 in the walls and R-13 in the floors.)
- B. Exterior joints around windows and door frames; top and bottom wall plates, openings between walls and roof and between wall panels; openings and penetrations of utility service through walls, floors and roofs, and other such openings in the building envelope shall be caulked, gasketed, weather-stripped or otherwise sealed in an approved manner to prevent air infiltration. Sealant shall be checked annually and repaired, if necessary, to ensure that air infiltration is minimized. Fire dampers and caulking shall be installed where required by codes.

VIII. DOORS, WINDOWS, & GLASS

- A. The building design shall incorporate glass shading by one of the following methods (listed in order of preference): Deciduous trees, sun screens, reflective glass, film on glass or tinted glass. Where cooling is a problem, the sunscreen or blinds or window treatment should be light in color to reflect heat and light away from the building. Where solar heat gains are desired, the use of dark shades is recommended.
- B. DOORS.
 - 1. All exterior doors shall be keyed alike and shall have non-duplicating keys. Lessor shall furnish 10 keys, individually numbered as specified. All exterior and exit doors shall be equipped, unless otherwise required by code, with deadbolt locks with a minimum one-inch throw bolt. Building exterior exit doors shall provide locking hardware allowing emergency exit conforming to the current Life Safety Code requirements, including panic bars, as required by code. All door hardware and automatic door closers shall be of sufficiently sturdy construction to ensure security. If the primary entrance into the Occupying Agency's space is an exterior door to the building, it must be of laminated safety glass. All other Occupying Agency's exterior doors to the space must be either laminated safety glass or metal doors. Solid core or hollow core wood doors will not be acceptable. All exterior doors to the occupied space must have a view slot or other means to allow visibility to the opposite side. Exterior swing doors shall have non-removable hinge pins and automatic door closers, and all exterior door frames shall be a minimum of 16 gauge metal.
 - 2. All interior rooms of the Occupying Agency's space shall have separately keyed locks with each lock being keyed separately from the locks on entry doors into Occupying Agency's space. Lessor shall furnish two individually numbered keys per door and two master keys.
 - 3. If and as required for compliance with Texas Accessibility Standards, handles, pulls, latches, locks, and other operating devices on all applicable doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs.
 - 4. Rest room doors shall be equipped with automatic door closers.
 - 5. All interior doors shall be 3' 0" wide doors. All interior office doors shall be solid core wood doors, or equivalent, as approved. Hollow core wood doors are not acceptable.

high quality washable wallpaper or textured and painted with a high-grade semi-gloss, washable paint. Touch up painting will be provided by Lessor throughout the term of this lease and the entire space shall be repainted every five (5) years. The touch up painting must match the existing wall paint and if the touch up paint is unacceptable, repainting is required. Repainting shall be done at a time specified by the Occupying Agency. Wall surfaces shall be in new or like-new condition, clean and freshly painted or finished, and free from cracks and disintegration. Wall colors and accent colors must be approved by the Occupying Agency. Should it be necessary to renovate existing building, those renovations are to be done in such a manner as to blend into existing partitions in the same area.

2. All partitions shall be minimum floor to ceiling. In multi-tenancy situations, all demising walls between this State Lease space and any other tenant's space shall be extended (both wall surfaces) through the ceiling to the deck above the finished ceiling and shall have a minimum 40 STC rating. This requirement shall apply to the lease space specified herein, as well as any subsequent additions or deletions of space.
3. All demising walls between each Occupying Agency's lease space shall be extended (both wall surfaces) through the ceiling to the deck above the finished ceiling and shall have a minimum 40 STC rating.
4. Lessor shall provide a 4-inch rubber or vinyl cove base along all walls to cover the intersection of walls and flooring.
5. Walls in the Client Training Room and the Conference Room shall have a wooden chair rail at 32 inch height. Chair rail shall be stained or painted, if applicable.
6. The wall between the Client Waiting Room and the rest of the lease spaces shall be reinforced with 3/4 inch x #13 flat expanded metal beneath the gypsum board. The reinforcement materials for all three interior walls shall only be required to extend to 8' above the finished floor.

C. FLOOR COVERINGS.

1. Except as specified below, Lessor shall provide carpet throughout the entire space. Carpet shall be of commercial grade in new or like-new condition. Carpet shall be installed by the direct glue-down method. The carpet shall contain a minimum 24-28 ounce nylon (or approved equal). In the Client Waiting Room, a minimum 36 ounce nylon fourth generation, 100% virgin continuous filament, high bulk or textured carpet yarn: Antron III, Anso 4, or equal. Pile height shall be a minimum of .125 inches with 8.4 stitches per inch. Carpet shall have a unitary latex back that will provide a 20-lb. tuft bind. Carpet shall have acceptable static performance for general commercial environments. The exposed edges of the carpet shall be fastened to the floor surface and there shall be a trim along the entire length of the exposed edge. Edge trim shall be beveled with a slope no greater than 1:2. Heavily patterned carpet shall not be used. Carpet shall be installed in as large pieces as possible. No "T" seams will be allowed. Variations in carpet as to quality, type or color within the same room or within the lease space as a whole shall not be permitted without approval. Carpet will be replaced as needed throughout the life of the lease, but at least every ten years. The Occupying Agency shall have the right to approve carpet color and type. All materials used for carpeting including the carpet shall meet EPA standards for hazardous exposure.
2. Lessor shall provide 1/8" thick commercial grade non-slip vinyl composition tile or comparable floor covering throughout the following areas: Copy/Fax Rooms, Break Room, Storage Rooms, and Telephone/Data Closet. Tile will be replaced as needed throughout the life of the lease, but at least every ten years. The Occupying Agency shall have the right to approve tile color and type.

1. A convex, wide-angle security mirror shall be installed in the Client Waiting Room that allows the receptionists to view the entire room.

XI. EQUIPMENT

A. SECURITY.

1. Lessor shall not unreasonably withhold the right of the Lessee to install a security system in the lease space, as requested by the Occupying Agency. The security system shall remain the property of the Lessee or Occupying Agency and may be removed at the end of the lease term.
2. Lessor shall not unreasonably withhold right of Lessee to install burglar bars at Lessee's expense. The burglar bars shall remain the property of the Lessee, and upon termination of the lease, Lessee shall have the right to remove it from the lease premises. Upon removal of burglar bars, Lessee shall make repairs (if necessary) to any damage caused by the removal.

XII. FURNISHINGS

- A. Any exterior windows or glass doors shall have insulated draperies, blinds or other appropriate coverings for light control. The coverings shall be in new or like-new condition and shall be in satisfactory working condition. The Occupying Agency shall have the right to approve type and color of window coverings.

XIII. SPECIAL CONSTRUCTION

N/A

XIV. ELEVATORS

N/A

XV. MECHANICAL

A. PLUMBING.

1. Lessor shall furnish at Lessor's expense, two (2) chilled drinking water fountains mounted at heights in compliance with TAS and ADAAG requirements. In lieu of the above, the lessor may provide one (1) "hi-lo" chilled water fountain mounted at heights in compliance with TAS and ADAAG.
2. On the basis of the size and occupancy load of the lease space (35 staff and 48 client), Lessor shall provide a sufficient number of rest rooms as required by Local Building Code. In the absence of a Local Building Code, the Uniform Plumbing Code shall be used to determine the sufficient number of rest rooms. The rest rooms shall be at appropriate locations throughout the building. Rest rooms shall have hot and cold running water. If rest rooms have floor drains designed with downward slopes to prevent flooding, the floor drains should not interfere with accessible usage by the physically disabled. Rest rooms shall be designed such that the fixtures in the rest room are shielded from line of sight from the hallways. One Unisex Client restroom shall be provided. An instantaneous water heater may be used for this restroom.

All rest rooms must meet handicapped accessibility requirements as prescribed in TAS and ADAAG.

With the exception of the Unisex Client rest room (see the room schedule on Attachment "B"), rest rooms are not to be included in the calculation of net usable square footage provided under this agreement.

B. HEATING, VENTILATION AND AIR CONDITIONING (HVAC).

1. The location of the HVAC unit(s) shall not unduly inconvenience the Occupying Agency, either due to maintenance requirements or noise levels.
2. Lessor, at Lessor's expense, shall furnish the most cost efficient, as determined by the Lessee, central vented heat and air conditioning system (heat pump with gas heat as back up) within the premises. A minimum Energy Efficiency Ratio (EER) of 12.0 at American Refrigeration Institute (ARI) conditions is required for cooling. Temperature throughout the interior premises shall be maintained to the following design conditions: Heating - 70 degrees Fahrenheit plus or minus 2 degrees, 30% relative humidity; Cooling - 76 degrees Fahrenheit plus or minus 2 degrees, 60% relative humidity. The air conditioning system shall have a total of 820 CFM continuous outside air flow inside the building. A pressure release exhaust for about 520 CFM shall be designed from the return air. A minimum of 100 CFM continuous exhaust fan shall be used in the client rest room. The lessor shall install programmable controls/thermostats for operation of the HVAC unit and exhaust fan from Monday through Friday 6 a.m. to 7 p.m. with a manual override for weekend use. These numbers are based on 35 staff and 6 visitors. The occupied building shall have a minimum of 6 air exchanges or a minimum of 1/2 CFM/ SF of occupied air as re-circulating air including 820 CFM outside air. The outside air shall be minimum of 25 feet away and 3 feet high from any exhaust or pollution source in adverse air flow pattern to suck any pollutants.
3. 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 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). In conjunction with the requirements of ASHRAE 62-1989, a minimum of 20 cubic feet per minute (20 cfm) of outside makeup air must be provided per building occupant (employees plus normal number of visitors at a given time). In general, the average number of occupants in this space will be 41 occupants. The HVAC unit shall have an economizer for energy savings with necessary controls.

Certification by a Texas-registered Professional Engineer that the HVAC system design complies with this requirement shall be provided to Occupying Agency, at Lessor expense, prior to final acceptance of the space.

4. Forced air cooling and heating shall be ducted and vented throughout the space to provide the most efficient manner of operation and occupant comfort. Ducts may not be exposed in office areas. Conditioned air shall be vented into each room and area including the Tele/data room with the exception of closets. [See Section I.G.11. for occupant load.]
5. Rest rooms must be provided with exhaust ventilation in accordance with local Building and Plumbing Codes. Exhaust shall be vented to the outside of the building (not into plenum, attic or other interior spaces). An exhaust capacity of at least 50-cfm per water closet or urinal shall be provided.
6. Weekly programmable thermostats in auto position with manual override 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 (+/- 2 degrees F.) throughout the space, except as

grounding. The system neutral must be electrically isolated from the ground conductor except at the building ground station. All branch circuits shall be on the same primary transformer. All dedicated and isolated circuits must be on a secondary isolated transformer. All dedicated circuits shall be identifiable by use of orange colored plates on the outlets.

8. Lessor shall provide 120 volt electrical duplex wall outlets as follows: A minimum of one on each wall in each room where construction permits; walls in excess of twenty feet in length will require one every ten feet. A minimum of one in each hallway; hallways in excess of 50 feet in length will require one every 25 feet. If an outlet cannot be placed on a wall due to construction constraints, the Lessor shall submit to the Occupying Agency to determine alternate location. Lessor will provide an additional 6 outlets in locations to be determined by the Occupying Agency.
9. Lessor shall provide GFI outlets in the Break Room and Client Rest room.
10. Lessor shall provide GFI outlets for computers and ISBN fixtures for computers in each office.
11. Lessor shall provide one flush, floor mounted 20-volt electrical duplex outlet to carry both 120-volt and the telephone cables in the training room.
12. Lessor shall provide one 120 v electrical duplex outlet for computer related equipment in location to be determined by Agency. All outlets for computer-related equipment shall be routed through a separate dedicated circuit breaker panel. All electrical circuits shall be 20-amp circuits with isolated ground and clean neutrals from the breaker panel. The Lessor shall provide no more than six (6) duplex outlets per circuit. All electrical outlets for computer related equipment shall be NEMA 5-15 isolated ground type with nylon face. This device shall be verified under Federal Spec WC596F, Bryant 5262IG, or equal. Provide orange nylon coverplates and receptacles for these special outlets.

B. ELECTRICAL FIXTURES AND SWITCHES.

1. Cost of furnishing and installing electric lamps at inception of lease and replacements shall be at Lessor's expense. Lessor shall provide light of not less than 60 foot-candles on all surfaces 30 inches above floor level unless otherwise specified herein.
2. All lights and electrical accessories shall be high efficiency electronic ballasts such as with a minimum of 35-watt high efficiency lamps and high efficiency ballasts with power factor of 98 % or better. All luminary fixtures shall have a light diffusing panel or element. 2' x 4' fluorescent lighting fixtures shall have energy efficient ballasts and shall be a type that minimizes glare on computer monitor. (Prismatic plastic is preferred, but other types of panels with equivalent diffusing and glare reducing properties are acceptable as approved by the Occupying Agency.) Under no circumstances will the use of a luminary or incandescent fixture with a bare exposed fluorescent tube or incandescent bulb, be permitted in the Lessee's office space, halls, or work areas.
3. Each room and area shall have an individual light switch at the entrance thereto. Rooms with two doors shall have three-way switches.

All controls (including but not limited to: light switches, thermostats, and fire alarms) in space occupied by and common areas that would reasonably be used by staff and/or clients should be installed 36 inches to 48 inches above floor.
4. Lessor shall provide one wall or ceiling mounted bracket assembly for placement of a 19" television set in the Conference Room, as designated by the Occupying Agency. Lessor

Lessor shall provide, 10 days prior to lease commencement, electrical service specified by the telephone maintenance/service contractor, which might include, but is not limited to, a separate circuit and duplexes. If the telephone maintenance/service contractor has not been selected prior lease commencement, such service shall be provided immediately upon receipt of request for it from said contractor upon their selection.

XVII. TELECOMMUNICATION AND AUTOMATION REQUIREMENTS

A. GENERAL REQUIREMENTS.

1. Telecommunications service contractor(s) to be specified by the Occupying Agency will be responsible for installation of all computer and telephone station wiring, jacks and equipment. Lessor shall coordinate with the telecommunications service contractor(s) to provide for the required installations at the appropriate times during construction. This coordination shall include provision for station wiring to be concealed between walls or within power poles, as applicable.
2. Lessor shall provide and install all telecommunications conduit at or above ceiling height and provide and install pull lines and preparation necessary per the telecommunications service contractor(s) and/or the city building code. The Occupying Agency anticipates the need for 80 cable drops and shall notify Lessor of their exact location. All telecommunications or telephone conduit shall be hidden between walls or in ceilings.
3. Lessor shall provide one outlet box with conduit and pull line in each room. Additional outlet boxes with conduit and pull lines shall be provided in locations designated by Occupying Agency.
4. If space is on more than one floor, Lessor shall ensure that telephone/computer lines can go from floor to floor and still meet the communications needs of the agency.
5. If access space for cabling and wiring is not open, Lessor shall furnish sufficient conduit access routes through any obstructions, with a pull string in each conduit.
6. Lessor shall provide conduit from access point on building exterior to the Telephone/Data Closet for telephone lines and data circuits.

B. TELEPHONE/DATA CLOSET

1. The Telephone/Data Closet must have two (2) 4 ft. by 8 ft. 3/4" sheets of interior grade plywood mounted at a point to be specified by the Occupying Agency with one 8 inch wide 3/4" shelf mounted along the length of the base of the plywood sheet.
2. The Telephone/Data Closet shall be air conditioned and ventilated including a louver (12 inches high and 18 inches wide) installed in the door and an air conditioning supply register and return air grill.

Attachment "A"

CODES, STATUTES, ORDINANCES, AND STANDARDS

1. Texas Civil Statutes (T.C.S.) and United States Code.

a. In signing bid, bidder certifies that at the time the leased premises become occupied by the Occupying Agency and throughout the term of the lease and any additional tenancy, owner will comply with all applicable provisions of the following:

- (1) Texas Government Code, Title 10, Subtitle D, Chapters 2151 through 2176, which governs the leasing of space for State Agencies, and Title 1, Texas Administrative Code, Chapters 115.31 through 115.40 governing State Leased Property.
- (2) Chapter 501, Texas Labor Code; Title 28, Texas Annotated Code, Section 251.401 and Section 251.402; 29 Code of Federal Regulations, Part 1910, republished in its entirety as of November 7, 1978 (commonly known as OSHA); and 29 Code of Federal Regulations, Part 1926, Occupational Safety and Health Regulations for Contractors, republished in its entirety February 9, 1979, and amendments thereto.
- (3) The Texas Accessibility Standards ("TAS") regarding architectural barriers to persons with disabilities promulgated under Article 9102, T.C.S.; as prepared and administered by the Texas Department of Licensing and Regulation; the ADA Accessibility Guidelines ("ADAAG") promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 United States Code 12101 et seq.; and these specifications. In instances of differences between TAS, ADAAG, and these specifications, the most stringent requirement (i.e., providing the highest degree of accessibility) shall apply.

Neither the Commission nor the Occupying Agency has authority to waive any requirements of Article 9102, T.C.S., and any claim to such waiver is expressly denied.

Neither the Commission, the Occupying Agency, nor the Texas Department of Licensing and Regulation has authority to waive any requirements of the federal Americans with Disabilities Act, and any claim to such waiver is expressly denied.

b. Article 9102, T.C.S., requires that all plans and specifications for construction or for the substantial renovation, modification, or alteration of a building or facility leased by the state that has an estimated construction cost of \$50,000 or more be submitted to the Texas Department of Licensing and Regulation (T.D.L.R.) for review and approval prior to the time that construction or that substantial renovation, modification, or alteration on the building or facility begins. T.D.L.R. is also required to inspect the leased space prior to occupancy of the lease, regardless of the estimated construction cost.

- (1) If bidder has contracted with an architect, interior designer, or engineer, the plans and specifications shall be submitted to T.D.L.R. by said architect, interior designer, or engineer who has overall responsibility for the design of the constructed or reconstructed building.
- (2) Bidder shall submit the plans and specifications to T.D.L.R. if there is no architect, interior designer, or engineer with that responsibility.
- (3) Bidder will be solely responsible for payment of all fees required by T.D.L.R. for performing its functions under Article 9102. Plans and specifications must be submitted to, and a fee schedule can be obtained from, the following address:

STEVE ROBINSON
Executive Director

DWIGHT HARRIS
Deputy Executive Director



TEXAS YOUTH COMMISSION

COMMISSION MEMBERS

LEONARD E. LAWRENCE, M.D.
Chairman
San Antonio

PETE C. ALFARO
Vice-Chairman
Baytown

CHARLES HENRY
Pampa

CATHLEEN C. HERASIMCHUK
Houston

NICHOLAS T. SERAFY, JR.
Brownsville

LISA SAEMANN TESCHNER
Dallas

October 19, 2001

Mr. Carlos Hodge
Lease Officer
General Services Commission
1711 San Jacinto
Austin, Texas 78711

RE: LEASE 694-10246-E3B-DALLAS

Dear Mr. Hodge:

Enclosed is a copy of the final floorplans for the above-referenced lease. These plans have been approved by the Texas Youth Commission.

Should you need further information, please do not hesitate to call.

I appreciate your assistance with this bid and re-bid.

Sincerely,

A handwritten signature in cursive script that reads "Carole Fint".

Carole Fint
Leasing Officer
Phone: 512/424-6265
Fax: 512/424-6337
E-mail: carole.fint@tyc.state.tx.us

OK 291Y
10/23/01