

Texas Youth Commission



4900 North Lamar Blvd.  
Austin, Texas 78751

**REQUEST FOR PROPOSAL  
FOR  
THE LEASE OF A 24 BED RESIDENTIAL FACILITY  
FOR USE AS A COMMUNITY TRANSITION CENTER  
APPOXIMATELY 7,285 SQ. FT.  
IN SAN ANTONIO, TEXAS OR SURROUNDING AREAS  
FOR THE  
TEXAS YOUTH COMMISSION  
(TYC)**

**RFP # 694-8-0828**

**Dated: MAY 23, 2008**

## SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.	2. SOLICITATION NO.  694-8-0828	3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFO) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	4. DATE ISSUED  May 23, 2008
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### SOLICITATION

5. Sealed offers will be received by the Commission until <b>3:00 p.m. local time on June 30, 2008</b> , and submitted to: Texas Youth Commission Central Office Building Contracts Group 4900 North Lamar Austin, Texas 78751 <b>Attention: 694-8-0828</b>	6. <b>FOR INFORMATION CONTACT:</b>  Barbara Kelley, CTPM  PHONE: (512) 424-6265 FAX: (512) 424-6337 E-MAIL: barbara.kelley@tyc.state.tx.us
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### OFFER (Must be fully completed by Offeror)

7. DISCOUNT FOR PROMPT PAYMENT:→	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
8. ACKNOWLEDGMENT OF AMENDMENTS: <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
9. NAME AND ADDRESS OF OFFEROR:→	10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)			
11. TELEPHONE NO. (Include area code)	12. SIGNATURE		13. OFFER DATE	

### TO BE COMPLETED AT TIME OF AWARD

#### Document Type:

This award consummates the contract which consists of the following documents: (a) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award (b) the contractor's offer, points of clarification, responses to clarification request and/or best and final offer, and negotiated changes as hereby incorporated and attached to this award and (c) this award. In the event of a conflict between any terms and conditions of this contract document with Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to TYC shall prevail.

The total funding for the base period of this contract ( ) shall not exceed \$

**Contractor**

**Texas Youth Commission**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name

Title: \_\_\_\_\_

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## FACILITIES LEASING REQUEST FOR PROPOSAL

### SECTION I GENERAL

The Texas Youth Commission (TYC) is soliciting offers for a 24 bed residential facility, **approximately 7,285 sq. ft.**, to be used as a Community Transition Center for TYC Youth, in Bexar County, **San Antonio**, Texas or surrounding areas, under the guidelines provided in Texas Government Code, Title 10, Subtitle D, Chapter 2167.054. All proposals must meet the requirements outlined in this RFP to be considered for evaluation by the TYC.

1. **SCOPE:** Lease of 7,285 square feet of space in San Antonio, Texas and surrounding areas, reference Section V for detailed lease specifications.
2. **LEASE TERM:** This lease shall be for a period of **Ten (10) years** beginning **March 1, 2009**.
3. **DEFINITIONS:**

“**ADA**” - American Disabilities Act

“**Commission**” - Texas Youth Commission

“**Lessee & Lessor**” – A lessee is a person who leases a property from another, called the lessor.

“**TAS**” - Texas Accessibility Standards

## SECTION II SUBCONTRACTING

**SUBCONTRACTORS:** Subcontractors providing a service under the lease shall meet the same requirements as required of the lessor. No subcontract under the lease shall relieve the lessor of responsibilities for the lease. If the lessor uses a subcontractor for any of the work required by the lease, the following conditions shall apply under the listed circumstances:

- a. Lessors planning to subcontract all or a portion of the work shall identify the proposed subcontractors. No subcontract may be entered into unless the Commission reviews and provides prior written approval, which approval may not be withheld unreasonably. No contractual relationship shall exist between the Commission and any subcontractor; the Commission accepts no responsibility for the conduct, actions or omission of any subcontractor selected by the Lessor. A subcontractor may not work directly with the Commission in any manner and shall not be included in Contract award, renewals or any other discussions except at the Commission's request.
- b. All Subcontracting shall be at the lessor's expense. In the event that the Lessor subcontracts any portion of work, the Lessor shall make a good faith effort to subcontract with Historically Underutilized Businesses.
- c. TYC retains the right to check subcontractor's background and make determination to approve or reject the use of submitted subcontractors.
- d. The lessor shall be the only contact for TYC and subcontractors. Lessor shall list a designated point of contact for all TYC and subcontractor inquiries.
- e. Respondents are requested to submit a Historically Underutilized Business Subcontracting Plan (HSP), reference Section V. Instructions for locating potential HUB subcontractors and subcontracting opportunities are provided (posted to the ESD, separately, as Bid Package 3) to assist respondents with their subcontracting plans.

**SECTION III  
PROPOSAL INFORMATION**

1. **INTRODUCTION:** This Request for Proposal (RFP) describes space to be leased as approximately **7,285** usable square feet of residential space for needs of the **TYC Youth** in the County of Bexar, city of **San Antonio**, Texas, or surrounding areas.
2. **THE LEASE:** The State of Texas' standard lease requirements will be used. (Refer to Section VII) **THE STANDARD LANGUAGE WITHIN THE LEASE REQUIREMENTS IS NOT NEGOTIABLE.** The initial term of the lease will be for **Ten (10) years.**
3. **SCHEDULE OF EVENTS:** TYC reserves the right to change the dates shown below upon written notification.

<b>EVENT</b>	<b>DATE</b>
Issue RFP	May 23, 2008
Pre-Proposal Conference at 10:00 a.m.	June 4, 2008
Deadline for Submission of Questions at 3:00 p.m. CST	June 17, 2008
Deadline for Submission of Proposals at 3:00 p.m. CST	June 30, 2008
Award of Lease	July 31, 2008
Expected Service Commencement Date	March , 2009

4. **PRE-PROPOSAL CONFERENCE:** A Pre-Proposal Conference will be held with proposers.
5. **PROPOSAL REQUIREMENTS:**

**5.1 Submission:**

- 5.1.1 Respondents shall submit one (1) original bound and four (4) unbound copies of the proposal, including required exhibits. Pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the proposal. Original containing original signatures should be clearly marked as "Original". Proposals must be on letter size (8 ½" x 11") paper.
- 5.1.2 Respondents to this RFP are responsible for all costs of proposal preparation.
- 5.1.3 All proposals shall be received and time stamped at TYC prior to 3:00 p.m. Central Standard Time on the date specified in the Schedule of Events. TYC reserves the right to reject late submittals.
- 5.1.4 Proposals should be placed in a separate envelope/package and correctly identified Company name with RFP number, submittal deadline/opening date and time clearly marked. If submitting multiple responses, each response should be placed in a separate envelope and correctly identified with RFP number, submittal deadline/opening date and time. It is the respondent's responsibility to appropriately mark and deliver the proposal to TYC by the specified date. TYC will not bear liability for any costs incurred in the preparation and submission of offers in response to this RFP.
- 5.1.5 Receipt of all addenda to this RFP should be acknowledged in the proposal or a signed copy returned of each addendum to the response. Failure to acknowledge all amendments may cause your proposal to be declared non-responsive.
- 5.1.6 The lessor must indicate the costs for Tenant Agency Specific Improvements and Utility Costs as requested on the proposal submittal form. The State reserves the right to assume costs for those services at any time during the original lease period or renewal and to reduce the monthly rental by the applicable amount.
- 5.1.7 In certain circumstances, as described in the Texas Government Code, Title 10, Subtitle D., Section 2167.003, the TYC will give first consideration to any structures that have been designated Recorded Historic Landmarks, listed on the National Register of Historic Places, or have been designated landmarks by the local governing authority. Please indicate on the face of proposal submittal form if the space offered meets these requirements.

5.1.8 Per Texas Government Code, Title 10, Subtitle D., Section 2167.009, in leasing space for the use of a state agency, the Commission or the private brokerage or real estate firm assisting the commission shall give consideration to a federally owned or operated military installation or facility. Please indicate on the face of proposal submittal form if the space offered meets these requirements.

**5.2 Content:** Proposals submitted without this information will be rejected. TYC reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state. The HUB Subcontracting Plan (Section VI) and Proposal Submittal and Execution of Proposal Form (Section VII) shall be returned with the proposal response. Failure to do so will result in disqualification.

5.2.1 Company Information: Including, but not limited to the following:

- 5.2.1.1 Company description;
- 5.2.1.2 Ownership (if partnership, identify each partner);
- 5.2.1.3 Physical address (if partnership, include address of each partner);
- 5.2.1.4 Mailing address (if partnership, include address of each partner);
- 5.2.1.5 Other company locations;
- 5.2.1.6 Telephone and facsimile number;
- 5.2.1.7 E-mail address of company's primary contact;
- 5.2.1.8 Financial report, including latest annual report and latest quarterly report.; and
- 5.2.1.9 All litigation that your company has been involved in within the last three (3) years. If the firm has been in existence less than three (3) years, identify litigation involving owners and management.

5.2.2 Experience and Financial Condition:

- a. Provide a summary of qualifications including commercial development experience and commercial property management experience;
- b. Provide a summary of real properties currently owned and/ or managed;
- c. Provide resumes of key management personnel;
- d. Describe separately, properties currently leased to the State; and
- e. Provide a written statement attesting to financial capacity to perform under the terms, conditions, and specifications of the State Lease Contract. (Refer to Section V)

5.2.3 References:

- a. Include a minimum of three (3) references from current tenants (other than the client agency requesting the space), including names, company information and telephone numbers;
- b. Provide references from other State agencies; and
- c. Provide information regarding any experience with the Texas Youth Commission (TYC).

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

- a. the original use versus current use;
- b. age of facility offered;
- c. general condition of building;
- d. security for parking and building;
- e. description of TAS and ADA compliance;
- f. description of any asbestos, mold or other hazardous abatement in the past 5 years;
- g. one (1) signed original and three (3) copies of property condition statement; and
- h. if requested by TYC, a copy of all utility bills for the past year.

5.2.5 Section VI: The HUB Subcontracting plan as outlined in Section VI, is requested that it be completed and returned with the proposal. All proposed subcontracting is requested that it be listed on the HUB Subcontracting Form.

5.2.5.1 Bid Package #3, posted separately to the ESBD, provides commodity class/item codes, descriptions and instructions to assist with the HUB Subcontracting Plan.

5.2.5.2 If further assistance is needed in preparing the HSP, you may contact the Barbara Kelley at (512) 424-6265.

- 5.2.6 Section VI: Proposal Submittal and Execution of Proposal form: Respondents shall provide a Lease Space Cost for each property to be leased in response to this RFP. This form is to be completed and return with the proposal. It is to be signed by an authorized agent of your company. Failure to do so will result in disqualification of the proposal.
- 5.2.7 Additional Required Documentation: In addition to the information requested above, the following information is also required:

A. Ownership/Control

1. The Texas Youth Commission will NOT accept any proposal without a specific legal description AND legally enforceable documentation proving ownership or control of the property offered. Only ONE location may be submitted per proposal. If the property is currently owned by the lessor, the proposal must include the following to support ownership.
  - a. A legible copy of a recorded deed showing the name(s) of the owner(s) and legal description. The name(s) of the owner(s) must match the names of the lessor(s). The recorded deed must include the legal description of the property offered.
  - b. If the legal description in the deed does not describe the property offered (because of re-subdivision or other reasons), the lessor shall attach a current legal description of the specific property and a plat map clearly identifying the specific property.
2. If the property is not currently owned by the lessor, the proposal must include the following to prove control.
  - a. A legible copy of the fully executed document demonstrating control of the property offered, which may be demonstrated by a contract for sale or exclusive option or other legally enforceable agreement acceptable to the Texas Youth Commission, between the seller and lessor. Any documentation submitted to prove control of the property must contain clear language specifying the legal description and period of control, which must NOT terminate during the evaluation process and prior to a lease Award.
  - b. A copy of a recorded deed showing the name of the owner(s) must exactly match the name of the seller(s). The recorded deed must include the legal description of the property conveyed.
  - c. If the legal description in the deed does not describe the property, the lessor shall attach a plat map clearly identifying the specific property offered.
  - d. Proof of legal authority to act on behalf of an owner must be submitted.
3. A proposal submitted by an agent MUST include a copy of the legally enforceable document, acceptable to the Texas Youth Commission, identifying the principal, scope and duration of the agency.
4. No property substitution will be allowed.
5. All owners or potential owners of the property must be disclosed.

B. Site Plan

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

1. If respondent is proposing to build a facility to suit, it must be built according to the specifications outlined in this RFP. A definitive timeline and construction progress schedule must be included with your proposal.
2. If proposing an existing building, it must be able to be reconfigured or remodeled to meet the specifications outlined in this RFP. A definitive timeline and construction progress schedule must be included with your proposal.

### C. Location

Proposer must provide four (4) copies of a city map indicating location of the building/site offered. The County of Bexar, city of San Antonio is the preferred location for the leased property. However, proposals will be accepted for property outside the preferred location but those proposals will be evaluated and scored accordingly. Reference evaluation criteria found in Section III, paragraph 6, Proposal Evaluation.

Proposer must provide a detailed description of the site, demonstrating compliance with all criteria as outlined in this RFP. This should include:

- (1) Maps showing location within county, roads, utility connections and contour lines should be included in this section. A map showing the site in relation to the 100-Year floodplain as also required.
- (2) Description of environmental factors such as nearby pollutants, toxic waste, wildlife, protected lands, zoning restrictions, landfills, underground storage tanks, etc., as applicable. An environmental assessment phase I in accordance with the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 USCA 9601) must be submitted with the proposal assuring that no environmental liability is transferred with the leased property.
- (3) 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 in urban areas, and (2) lanes in rural are for movement of traffic.
- (4) Public bus transportation must be available within ½ mile 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 Exhibit B). Any such accessible routes shall be covered with a hard surface material such as concrete, asphalt paving, or comparable surface material.
- (5) 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 without complying with Chapter 244, Texas Local Government Code and 37 T.A.C. § 81.61. Lessee will review proposal sites for compliance. Written evidence of compliance with Chapter 244, Texas Local Government Code and 37 T.A.C. § 81.61 is required at time of proposal submission.
- (6) Public Hearing Requirements, Notice Requirements and Compliance with all applicable local, city and county statutes must be met.
- (7) It is preferred that the facility be in the proximity of adequate educational and medical care. Information should be included regarding the distances to the nearest middle school and secondary school and transportation available to such schools.

### 5.3. Inquiries:

- 5.3.1 All inquiries/questions shall be submitted in writing to Barbara Kelley at facsimile 512-424-6337 or by e-mail to [barbara.kelley@tyc.state.tx.us](mailto:barbara.kelley@tyc.state.tx.us). Inquiries that result in written addenda to the RFP will be posted to the Electronic State Business Daily at: <http://www.esbd.TYC.state.tx.us>. If respondents do not have Internet access, copies may be obtained through the point of contact listed above.
- 5.3.2 Upon issuance of this RFP, besides written inquiries as described above, other employees and representatives of TYC will not answer questions or otherwise discuss the contents of the RFP with any potential lessor or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this proposal.

**5.4. Delivery of Proposals** - Proposals shall be submitted to TYC by one of the following methods:

U.S. Postal Service	Overnight/Express Mail	Hand Deliver
TYC Central Office Building Contracts Group 4900 N. Lamar Blvd. Austin, TX 78751	TYC Central Office Building 2 <sup>nd</sup> Floor Mail Room 4900 N. Lamar Blvd. Austin, TX 78751	TYC Central Office Building Contracts Group 4900 N. Lamar Blvd. Austin, TX 78751 Hours – 8:00 AM to 5:00 PM

**5.5 Pre-Proposal Conference**

A pre-proposal conference will be held on June 4, 2008 at 10:00 a.m. at the Texas Youth Commission, Central Office Building, 4900 North Lamar Blvd., Austin, Texas 78751. Please go to the Guard Desk Station and identify yourself as attending the Pre-Proposal conference and ask for Barbara Kelley. Attendance is not mandatory; however Respondent's are encouraged to attend.

**5.6 Proposal Opening**

- 5.6.1 Proposals will be opened at the TYC, Central Office Building, 4900 N. Lamar Blvd. Austin, Texas.
- 5.6.2 Proposals will be received until the date and time established for receipt. Proposals shall be opened in a manner that does not disclose the contents before a lease is awarded. Only the names of the respondents who submitted proposals will be made public. Prices and terms will not be divulged until after lease award. TYC considers all information, documentation, and other related submission materials to be confidential and/or proprietary before a lease is awarded.
- 5.6.3 Telephone, facsimile or email proposals are not accepted in response to this RFP.
- 5.6.4 All submitted proposals become the property of TYC after the RFP submittal deadline/opening date.
- 5.6.5 Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TYC.
- 5.6.6 Proposer certifies that owner is not currently delinquent in the payment of any taxes or certain debts owed in accordance with Texas Government Code, Title 10, Subtitle F, Subchapter Z, Sec. 2252.903, enacted by the 77th Texas Legislative Session, 2001, concerning "Contracting With Persons Who Have Debts or Delinquencies".
- 5.6.7 Offers of property, the legal status of which contemplates the State as a sublessee, will not be considered responsive to this RFP and will be returned.

## 6. PROPOSAL EVALUATION

6.1 In determining the best value, the Commission may consider:

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

6.2. Evaluation Criteria

A.	Price	40%
B.	Location	30%
C.	Experience, Financial Condition, References, and Prior History with the State of Texas	10%
D.	Condition of Facility	<u>20%</u>
		100%

- 6.3 The intent of TYC is to award a lease to the lessor whose proposal is considered to be the best value to the state.
- 6.4 An evaluation committee will be established to evaluate the proposals. The committee will include employees of TYC and may include other impartial individuals who are not TYC employees.
- 6.5 TYC reserves the right to reject any or all proposals submitted, or to award a lease to the lessor whom in TYC's opinion offers the best value to the State. TYC also reserves the right to cancel the RFP process and pursue alternate methods for providing the space requirements.
- 6.6 TYC reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- 6.7 TYC reserves the right to waive any minor technicality noted in the submission process. Submission of proposals confers no legal rights upon any proposer.
- 6.8 TYC reserves the right to request further documentation or information and to discuss a proposal with any proposer in order to answer questions or to clarify any aspects of the proposal.
- 6.9 TYC may develop a "short list" of qualified proposals, and may determine that the proposer(s) should submit a Best and Final Offer (BAFO). Each "short listed" proposer will be given a reasonable opportunity for discussion and revision of their proposal.
- 6.10 When space offered is to be constructed, TYC may require additional information or documentation before a lease is awarded.

## **7. SELECTION AND AWARD PROCESS**

- 7.1 Proposals shall be scored by an evaluation committee, using the criteria shown in Section 6.2 above. The evaluation committee will determine if discussions and/or Best and Final Offers are necessary. Award of a lease may be made without discussions or Best and Final Offers, if in the best interest of the state. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal. TYC may, at its discretion, elect to have respondents provide oral presentations of their proposals. A request for a Best and Final Offer will be made at the sole discretion of TYC and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award. In the event an Award does not occur, the process may continue until TYC makes an Award or terminates the process.
- 7.2 A proposal presented in response to this RFP is subject to negotiation concerning any issue(s) deemed relevant by the TYC. TYC reserves the right to negotiate any issue with any party. Lessor may not negotiate with any occupying agency. Any contact by lessor with TYC or occupying agency regarding this RFP, other than those submitted in writing, will result in disqualification of the proposal.
- 7.3 Lease Award Notice will be sent to the successful proposer. Execution of the TYC Lease Contract is required prior to processing any payments to the Lessor.
- 7.4 Submission of a proposal indicates lessor's acceptance of the evaluation process and recognition that the TYC may make subjective judgments in evaluating the proposals to determine the best value for the State.
- 7.5 The commission may not enter a lease contract under Chapter 2167.006 of the Government Code unless it complies with the architectural barriers law, Article 9102, Revised Statutes.

**SECTION IV**  
**GENERAL TERMS AND CONDITIONS**  
(ITEMS BELOW APPLY TO AND BECOME A PART OF THE LEASE CONTRACT)

1. **SPECIFICATIONS:** The lease property provided shall be in accordance with the specifications herein. TYC will decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of work performed. TYC will decide the rate of progress of the work and the acceptable fulfillment of the lease on the part of the lessor.
2. **AWARD OF A LEASE:**
  - 2.1 A response to this solicitation is an offer to lease to the State of Texas based on the terms, conditions and specifications contained in the solicitation. Responses do not become leases unless and until they are accepted by the Commission, the execution of a standard Lease by all parties and issuance of a Lease.
  - 2.2 Any lease resulting from this solicitation is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature. The lease for this procurement shall be governed, construed and interpreted under the laws of the State of Texas.
  - 2.3 The lease is void if sold or assigned to another company without written approval of TYC. Written notification of changes to company name, address, telephone number, etc. shall be provided to TYC as soon as possible, but not later than thirty (30) days from the date of change.
  - 2.4 Information, documentation, and other material in connection with this solicitation or any resulting lease may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").
3. **PAYMENT:** Payment will be made in accordance with the standard State Lease terms.
4. **PATENTS OR COPYRIGHTS:** The lessor agrees to protect TYC and the state from claims involving infringement of patent or copyrights.
5. **LESSOR ASSIGNMENTS:** The lessor hereby assigns to purchaser, any and all claims for overcharges associated with any lease resulting from this RFP which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
6. **LESSOR RESPONSIBILITIES:**
  - 6.1 The lessor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the lease including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, lessor shall furnish TYC with satisfactory proof of its compliance.
  - 6.2 The lessor shall be responsible for damage to TYC's equipment, and/or property by its works, its negligence in work, its personnel, or its equipment. The lessor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing work for TYC.
  - 6.3 The lessor shall provide all labor and equipment necessary to perform the lease described herein. All employees of the lessor shall be a minimum of 17 years of age and experienced in the type of work to be performed. No visitors, wives, husbands, children or other relatives of the lessor's employees will be allowed on state property during working hours, unless they are bona fide employees of the lessor.
7. **DAMAGE CLAIMS:** The lessor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agency and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of lessor or any agent, employee, subcontractor, or supplier of lessor in the execution or performance of this lease.

8. **ABANDONMENT OR DEFAULT:** If the lessor defaults on the lease, TYC reserves the right to cancel the lease without notice and either re-solicit or re-award the lease to the next best responsive and responsible respondent. The defaulting lessor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.
9. **RIGHT TO AUDIT:** Lessor understands that acceptance of funds under this lease acts as acceptance of the authority of the State Auditor's Office, TYC or any successor agency, to conduct an audit or investigation in connection with those funds. Lessor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Lessor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the lessor and the requirement to cooperate is included in any subcontract it awards.
10. **PROPRIETARY OR CONFIDENTIAL INFORMATION:** Responses may include proprietary or confidential information. TYC will take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.
11. **TAXES:** Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. An Excise Tax Exemption Certificate will be furnished upon written request to TYC.
12. **PUBLIC DISCLOSURE:** No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of TYC.
13. **AFFIRMATION CLAUSES:**  
Signing this Proposal with a false statement is a material breach of contract and shall void the submitted Proposal or any resulting contracts, and the Respondent shall be removed from all Bidder lists. By signature hereon affixed, the Respondent hereby certified that:
  1. The Respondent has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
  2. The Respondent is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
  3. Neither the Respondent or the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of the State or the Federal Antitrust Laws nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
  4. The Respondent has not received compensation for the participation in the preparation of the specifications for this RFP.
  5. Under Section 231.006, Family Code, (relating to Child Support), Respondent certifies that the individual or business entity named in this proposal is not eligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment may be withheld if certification is inaccurate.
  6. Respondent must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the proposal. Respondents that have pre-registered this information on the TBPC Centralized Masters Bidders List have satisfied this requirement. If not pre-registered, this information shall be provided prior to contract.
  7. Under Section 2155.004 of the Texas Government Code (relating to the collection of State and local sales and use taxes), the Respondent certifies that the individual or business entity named as the Respondent is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
  8. The contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

9. In accordance with Tex. Gov't. Code Ann. 403.055(h) that "any payments owing the contractor under this contractor will be applied toward elimination of the contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Comptroller administers or collects until the indebtedness or delinquency is paid in full."
10. Respondent certifies that they are in compliance with Section 618.001 of the Government Code, relating to contracting with executive head of a State Agency. If Section 618.001 applies, Respondent will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_  
 Name of State Agency: \_\_\_\_\_  
 Date of separation from State Agency: \_\_\_\_\_  
 Position with Respondent: \_\_\_\_\_  
 Date of Employment with Respondent: \_\_\_\_\_

11. Respondent agrees to comply with Texas Government Code 2155.4441 pertaining to service contract use of products produced in the State of Texas.
12. NOTE TO RESPONDENT – Any terms and conditions attached to the proposal will not be considered unless specifically referred to on this proposal form and may result in disqualification of the proposal.

**Texas Resident Affirmation Clause** – By signing this proposal, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in TBPC Rule 1TAC 111.2.

**Funding Out Clause** – This contract is subject to cancellation, without penalty, either in whole or in part if funds are not appropriated by the Texas Legislature.

**Addition/Deletion** – Amendments may be made for additions and/or deletions of goods or services under the same terms and conditions of this order.

**Authorized Relief from Performance (Force Majeure)** – The Agency may grant relief from performance of the contract if the contractor is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the contractor. The burden of proof for the need of such relief shall rest upon the contractor. To obtain release based on Force Majeure, the contractor must file a written request with the ordering Agency.

**Dispute Resolution** – The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, by the Texas Youth Commission and the Contractor to attempt to resolve any claim for breach of contract made by the contractor. The submission, processing and resolution of the contractor's claim is governed by the published rules adopted by the Texas Youth Commission pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

**Prompt Payment** - Terms of payment shall be in accordance with Chapter 2251 Texas Government Code.

**Proposal Preparation Expense** – Any expense related to the submission of a proposal is the sole responsibility of the respondent. The State will not reimburse respondents for any cost related to proposal preparation or submission.

**Recycled/Remanufactured/Environmentally Sensitive Products** – Texas State law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product proposed contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. "Post-consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of "environmentally sensitive."

## SECTION V

### HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION

Definition: "Historically Underutilized Business" means an entity with its principal place of business in this State that is:

- A. A corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation and management;
- B. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an economically disadvantaged person;
- C. A partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
- D. A joint venture in which each entity in the venture is a historically underutilized business, as determined under another paragraph of this subdivision; or
- E. A supplier contract between a historically underutilized business as determined under another paragraph of this subdivision and a prime Offeror under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

"Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group including Black Americans, Hispanic Americans, women, Asian Pacific Americans and Native Americans and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

#### Representation

**The Offeror represents and certifies as part of its offer that it [ ] is, or [ ] is not, a HUB certified by the Texas Building and Procurement Commission.**



# HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 1 TAC §111.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

**-- Agency Special Instructions/Additional Requirements --**

**SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION**

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Solicitation #: \_\_\_\_\_

**SECTION 2 - SUBCONTRACTING INTENTIONS**

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 1 TAC §111.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- Yes, I will be subcontracting portion(s) of the contract.  
 (If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.  
 (If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
( #1) -	(#11) -
( #2) -	(#12) -
( #3) -	(#13) -
( #4) -	(#14) -
( #5) -	(#15) -
( #6) -	(#16) -
( #7) -	(#17) -
( #8) -	(#18) -
( #9) -	(#19) -
(#10) -	(#20) -

\*If you have more than twenty subcontracting opportunities, a continuation page is available at [http://www.cpa.state.tx.us/procurement/prog/hub/hub-forms/hsp\\_sep06\\_cont1.doc](http://www.cpa.state.tx.us/procurement/prog/hub/hub-forms/hsp_sep06_cont1.doc).

Enter your company's name here: \_\_\_\_\_ Solicitation #: \_\_\_\_\_

**IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at [http://www.cpa.state.tx.us/procurement/prog/hub/hub-forms/HSP\\_sep06.doc](http://www.cpa.state.tx.us/procurement/prog/hub/hub-forms/HSP_sep06.doc)**

**SECTION 3 - SUBCONTRACTING OPPORTUNITY**

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # \_\_\_\_\_ Description: \_\_\_\_\_

**SECTION 4 - MENTOR-PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

- Yes (If Yes, complete SECTION 8 and 10.)  - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

**SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY**

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

**Does your HSP contain subcontracting of 20% or more with HUB(s)?**

- Yes (If Yes, complete SECTION 8 and 10.)  - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

*In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.*

**SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html> and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.cpa.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

**SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY**

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

**SECTION 8 - SUBCONTRACTOR SELECTION**

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

\*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

\_\_\_\_\_





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

**ABSOLUTELY NO PROPOSAL INFORMATION OR RESULTS WILL BE RELEASED UNTIL AFTER AN AWARD IS MADE.**

***NOTE: LESSORS SHALL COMPLETE AND RETURN THIS EXHIBIT WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.***

**By signature hereon, proposed lessor certifies all information submitted to be complete, true and correct.**

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Neither the proposer or the firm, corporation, partnership, or institution represented by the lessor or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.

By signing this proposal, lessor certifies that if a Texas address is shown as the address of the lessor, lessor qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

Under Section 2155.004, Government Code, the proposer certifies that the individual or business entity named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under TGC, Title 5, Subtitle D, Section 231.006, Family Code (relating to child support), the individual or business entity named in this solicitation is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. The proposal includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response.

Proposer is in compliance with TGC, Title 6, Subtitle A, Section 618.001, relating to contracting with an executive of a state agency. If Section 618.001 applies, lessor shall provide the following information as an attachment to this response. Name of former executive, name of state agency, date of separation from state agency, position with lessor, and date of employment with lessor.

Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Proposer represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the lessor and to bind the lessor under any contract resulting from this proposal.

Proposer shall be the entity that contracts with the State, and shall be held liable for performance under the offer submitted.

Proposed respondent must sign this offer (1) personally, (2) by corporate officer identifying the corporate office held, or (3) by its agent, which must provide evidence establishing authority to sign for the owner. Failure to provide the required authorizations may result in disqualification of this proposal.

Proposer agrees to comply with the requirements set out in the RFP, lease specifications, and terms and conditions of the State Lease Contract. Exceptions to any item in the RFP, specifications or contract must be in writing, and included with this form. Any exception taken which gives special advantage to the proposed Lessor or seeks to avoid a mandatory requirement, term or condition will result in disqualification of this proposal.

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Corporate Charter # \_\_\_\_\_

Texas Identification Number (TIN) \_\_\_\_\_

**Section VII  
Lease Specifications**

1. State Lease Contract:

The TYC Lease Agreement is attached to this solicitation.

2. General Lease requirements:

Reference Exhibit B-1 of the attached lease agreement

3. Agency Specifics:

Reference Exhibit B-2 of the attached lease agreement

**TEXAS YOUTH COMMISSION  
LEASE AGREEMENT**

**1. PARTIES**

This Lease Agreement ("Lease") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between Lessor \_\_\_\_\_ and LESSEE, the Texas Youth Commission, an agency of the State of Texas

**2. PROPERTY LEASED**

Lessor owns that certain real property described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property"). Lessor shall construct a building on the Property in accordance with the Build to Suit Plans/Specification ("Plans") attached hereto as Exhibit "B." Lessor shall bear all costs connected with this construction, including but not limited to the cost of plans and specifications for the construction, labor, materials, and clean-up costs. The Plans as depicted and delineated in the attached Exhibit "B" are to include approximately 7,285 square feet. The premises leased hereunder are referred to in this Lease as "the Premises or "the Leased Premises."

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 Property and the Leased Premises described herein.

This Agreement is composed of the following documents as follows:

- (a) The Request for Proposal #694-8-0828;
- (b) Exhibit B (attached to the final drawings and plans; and

Lessor also promises to provide access via a road for vehicular and pedestrian traffic to the Leased Premises, as described in Section 7.

**3. TERMS OF LEASE**

This Lease shall be for a period of 120 months commencing on the \_\_\_\_ day of \_\_\_\_\_, 2008 (the Commencement Date), and ending on the \_\_\_\_ day of \_\_\_\_\_, 2018 (the Termination Date), unless sooner terminated as hereinafter provided.

This Lease is made and entered into in accordance with the provisions of Title 3, Human Resources Code, 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 (a "Funding Loss"), to the extent practical Lessee shall give reasonable written notice to the Lessor and may either terminate this Lease or, upon the written approval of Lessor, amend it in accordance with the provisions of this lease. Included with any notice Lessee shall provide information that reasonably describes the loss of federal and/or state funding which causes Lessee to seek the termination of its Lease. To the extent permitted by law or then existing financial criteria Lessee agrees that it shall enter into good faith negotiations with Lessor to renegotiate the terms of the Lease.

The Lessee may, upon written notice to the Lessor at least 30 days prior to termination of the term of this Lease or any extension, remain in possession of the leased Premises for period (which shall coincide with the end of a calendar month) specified in the notice, not to exceed 180 days. The Lessee shall pay the Lessor for each month or part of a month, sum equal to the Monthly Rent in effect at the termination of this lease for the space occupied by the agency during this period. In the event Lessee

remains on the Premises beyond the 180 day period contemplated under the previous sentence, then Lessee will be deemed to be occupying the Premises on the basis of a tenancy at sufferance, subject to all of the terms and conditions of this Lease and Lessee shall be liable for Monthly Rental in the amount of 150% of the then-existing rental in effect at the termination of the Lease. The inclusion of this section shall not be construed as Lessor's consent for Lessee to hold over.

#### 4. MONTHLY RENTAL

- (a) The Lessee agrees to pay Lessor a base Monthly Rent during the term of this lease in accordance with the Rent Schedule as detailed in Section VII of the RFP. The rental payments 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.
- (b) In any event, should Lessor fail to receive an approval allowing occupancy of the Leased Premises from the appropriate Bexar County or San Antonio governmental agency by date agreed upon, Lessor shall pay for additional costs associated with Lessee's lease payments at current location on a month to month basis, until such time as premises has been accepted and move-in complete. This section is subject to Section 8 (j) of this Lease Agreement.

#### 5. RENEWAL OPTION

By mutual agreement between Lessee and Lessor, this lease may be renewed up to 2 times for a period up to 60 months each, under the same terms and conditions of this Lease. Lessee shall give Lessor written notice of intention to exercise this option at least 180 days prior to expiration of this lease.

#### 6. CPI ESCALATION CLAUSE

- (a) On each anniversary date of the Commencement Date, the total monthly rent of the lease shall be adjusted by changes in the Consumer Price Index (CPI) reflecting percentage increases.
- (b) To receive the CPI adjustment, the Lessor shall submit the amount of such adjustment in writing to, and received by, the Texas Youth Commission no later than thirty (30) days after the anniversary date of the Commencement Date.
- (c) The percent escalation allowable will be based on the percent change in the CPI for Urban Wage Earners and Clerical Workers, Current Series (CPI-W, U.S. City Average, All Items) published by the United States Department of Labor, Bureau of Labor Statistics. The index may be obtained from the U.S. Bureau of Labor Statistics web site at [www.bls.gov](http://www.bls.gov).

The index month three (3) months prior to the anniversary of the Commencement Date and the previous Commencement Date shall be used to determine the percent increase.

- (d) A Base Factor of 25% of the monthly rent will be used in the calculation for the escalation, depending on the apportionment of the Lessor's and Tenant's obligation for payment of utilities and janitorial service, in accordance with the following schedule:
- (e) For Illustrative Purposes Only:  
January, 2005 = 312.6, January, 2006 = 324.3 represents 3.7% increase  
**Example:** If the total cost per month for the subject space is \$2,000.00, the base factor would be \$500.00 (25% of \$2,000.00 = \$500.00). Base factor being \$500.00 and the escalation allowable is 3.7%, then the amount of escalation allowed is \$18.50 (\$500.00 x 3.7% = \$18.50) and the new monthly rental for the new year of the contract would be \$2,018.50.

- (f) The first eligible CPI rent adjustment for this lease will be \_\_\_\_\_, 20\_\_, based upon the percent change in the CPI from \_\_\_\_\_ 20\_\_ and \_\_\_\_\_ 20\_\_ using a Base Factor 25%. Each succeeding year, the same procedure as outlined above will be used.

## 8. GENERAL TERMS AND CONDITIONS

- (a) Lessor covenants and agrees to pay all real property taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the Leased Premises, and improvements during the term of the Lease.
- (b) Maintenance and Repair:
- (1) For the first 12 months following acceptance of the Leases Premises, except for damage or loss due to actions by Lessee, its guests, employees or invitees, Lessor agrees to keep the Leased Premises, Property and buildings in good repair and condition, said maintenance is to include, but is not limited to, the following services: repair and patch wall, ceiling and floor surfaces to include painting of such repairs; repair of defective window conditions including window glass, window shades, blinds and/or drapes, fasteners and sash cord or chains; roof and ceiling leaks; repair of defective plumbing, heating, ventilation, air conditioning, and fire protection equipment and filters; repair of defective doors, locks, floor surfaces and coverings and lighting fixtures.
  - (2) After the first 12 months following acceptance of the Leased Premises: Lessor agrees to make repairs of the Leased Premises, i.e., roof repairs, foundation repairs, plumbing or sewer repairs exceeding One Thousand Dollars (\$1,000.00), electrical repairs, mold remediation, air conditioning and heating repairs exceeding One Thousand Dollars (\$1,000.00), and natural gas line repairs. Should Lessor fail, within fourteen (14) days after receipt of written notice from Lessee, to undertake requested repairs, Landlord shall be liable for any damage(s) resulting from such delays in making aforementioned repairs, except those described in Paragraphs 6(E) and 6(F), below.
  - (3) Lessor shall replace all carpet every 42 months.
  - (4) Except as expressly set forth herein, Lessee shall be responsible for repairs related to normal wear and tear of the buildings.
  - (5) The parties shall provide and update contact information for responsible officials to address both emergency and routine repair concerns.
- (c) Lessor hereby covenants and agrees that hereafter and during the term of this Lease, it will not rent, lease or otherwise furnish space in this or any adjacent buildings under its control to any enterprise which, in the usual exercise of its business, could be expected to create noise or odors injurious or disruptive to the occupying agency's normal governmental activity. Lessor covenants and agrees it will not lease space that would locate or co-locate any regulated parties which have an interest in the occupying agency/ies or whose occupation of these Premises would cause the occupying agency to be in violation of State statute.
- (d) Lessor warrants that, as of the Commencement Date, it has no actual and undisclosed knowledge that the Leased Premises is not in violation of any city, state or local ordinance or statute or any restriction imposed against the Lease Premises.

- (e) Lessor hereby covenants and agrees that the Lessee may bring on the leased Premises any and all furniture, fixtures and equipment reasonably necessary for the efficient exercise of Lessee's governmental responsibilities and the parties agree that all such Property shall remain the Property of the Lessee. However, Lessee shall be responsible for any repairs caused by damages related to the removal of any such fixtures, furniture and equipment.
- (f) Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions or improvements shall not be unreasonably withheld by Lessor.
- (g) Lessee shall be responsible for the design, construction, maintenance and installation of any signs necessary to indicate Lessee's name, location and governmental purpose.
- (h) If during the term of this Lease, the Leased Premises, or any portion thereof (specifically excepting the Road Improvements), shall be condemned for any public purpose, Lessee hereto shall have the option of terminating and canceling this lease upon thirty (30) days notice to Lessee of any condemnation award.
- (i) It is mutually agreed between the Lessor and the Lessee that if said building and Premises shall, during the term of this lease, be damaged by flood, fire or any other cause or causes, the same shall be repaired by Lessor in a commercially reasonable manner. 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 the Leased Premises are so damaged as to render them wholly unfit for occupancy, then, and from the date of such damage, this Lease shall, at the option of Lessee, terminate; 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 as this Lease. Lessor will be responsible for any relocation costs that may be incurred, included but not limited to, cost of the space, moving, communications equipment and computer expenses.
- (j) Lessee is not obligated to pay rent and other sums under this Lease until TYC has accepted the leased premises. If Lessor is unable to give Lessee full possession of the premises on Commencement Date for any reason, Lessor shall give Lessee immediate written notice of the cause for the delay and the date the premises will be ready for occupancy.

Except as provided in Paragraph 4, Lessee may not terminate the lease if the delay of occupancy is caused by Lessee.

If Lessee is unable to occupy the Leased Premises on the Commencement Date, should Lessee so elect, Lessee may continue to treat this Lease as if in full force and effect for a period of no more than 120 days after the lease Commencement Date. During this time, or for as long as possession does not commence, the rent shall not be paid. In the event Lessee either terminates the lease under this paragraph or is unable to occupy the premises on Commencement Date due to reasons other than a justifiable delay, Lessor will be liable in damages for any rents Lessee pays for other leased space substantially equal to the Leased Premises or for any holdover charges associated with a delay in occupying the Leased Premises. Lease payments hereunder shall not begin until possession of the premises is given or the premises are available for full occupancy by the Lessee. Based upon the actual possession date of the premises, the lease shall be amended to reflect the new lease term.

- (k) 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 fail to undertake actions to contest the allegation of default or to remedy such default within thirty (30) days after written notice of such default, Lessee shall have the right to withhold payment of rent from Lessor, until such time as the violations have been corrected or the Lessee may correct all or any part of the violations and deduct the cost from rentals due the Lessor.
- (l) If Lessee fails to pay rentals or other charges hereunder or otherwise fails to perform its obligations hereunder and this failure is not cured within 30 days after written notice from Lessor to Lessee of such failure, then Lessee is in default, and Lessor may terminate this Lease and may enter and take possession of premises, and will have the remedies now or hereafter provided by law for recovery of rent, repossession of premises and damages occasioned by Lessee's default. No provision, covenant or agreement contained in this Lease shall be deemed a waiver of sovereign immunity of the State of Texas from tort or other liability.
- (m) 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.
- (n) This agreement and each and all of its covenants, obligations and conditions hereof shall insure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successor in office of Lessee.
- (o) This agreement shall be governed by Texas law.
- (p) Lessor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Lessor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Lessor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Lessor and the requirement to cooperate is included in any subcontract it awards.
- (q) Lessor warrants and represents that any use, storage, treatment, or transportation of Hazardous Substances that has occurred in or on the Premises prior to Commencement Date of this Lease has been in compliance with all applicable federal, state, and local laws, regulations, and ordinances. Lessor additionally warrants and represents that no release, leak, discharge, spill, disposal, or emission of Hazardous Substances has occurred in, on, or under the Premises, and that the Premises are free of Hazardous Substances as of Commencement Date.

Lessor shall indemnify Lessee from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims and for fees of attorneys, consultants, and experts) arising during or after the lease term from or in connection with the presence or suspected presence of Hazardous Substances in or on the Premises, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct, or other acts of Lessee or Lessee's agents, employees, contractors, or invitees. Without limitation of the foregoing, this indemnification of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct, or other acts of Lessee, Lessee's agents, employees, contractors, or invitees. This indemnification shall specifically include any and all costs due to Hazardous Substances that flow, diffuse, migrate, or percolate into, onto, or under the Premises after the lease term commences.

As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Texas, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), solvents, pesticides, and petroleum.

- (r) At all times during the lease term, Lessor must maintain a policy of all-risk property insurance, issued by and bonded upon an insurance company licensed in the State of Texas, covering the Leased Premises and leasehold improvements (exclusive of contents), in an amount equal to not less than 80% percent of the replacement cost thereof. Lessee shall have no interest in the policy or policy proceeds and Lessor shall not be obligated to insure any furnishings, equipment, trade fixtures, or other personal property that Lessee may place or cause to be placed upon the Leased Premises. Lessor must also maintain a policy or policies of comprehensive general liability insurance insuring Lessor against loss of life, bodily injury and/or property damage with respect to Common Areas, operation of the Building, parking lots and other improvements associated with the land upon which the Leased Premises are located, and any other losses caused by or related to the duties and obligations of Lessor under this Lease.

Copies of these Certificates of Insurance Policies must be provided to TYC within ten (10) days of a contract award and shall remain in effect during the term (and any extensions) of the contract. These certificates/policies shall contain a provision that coverage afforded under the policies shall not be cancelled until at least thirty (30) day written notice has been given to the Commission. Renewals shall be mailed to TYC, ATTN: Barbara Kelley, Contracts and Procurement on a yearly schedule.

Lessor acknowledges that, because Lessee is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of Lessee (other than medical liability of medical staff physicians) or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 1010 and 104), and that Workers' Compensation Insurance coverage for employees of Lessee is provided by Lessee as mandated by the provisions of *Texas Labor code*, Chapter 503. Lessor further acknowledges that, as an agency of the State of Texas, Lessee has only such authority as is granted to Lessee by state law or as may be reasonably implied from such law, and that Lessee shall have the right, at its option, to (a) obtain liability insurance protecting Lessee and its employees and property insurance protecting Lessee's buildings and the contents, to the extent authorized by Section 51.966 of the *Texas Education Code* or other law; or (b) self-insure against any risk that may be incurred by Lessee as a result of its operations under this lease. Any obligation by Lessee under this Lease to obtain insurance is expressly made subject to the Lessee's authority under state law to obtain such insurance. No insurance carrier of either party shall have a right of subrogation against the other party to this lease.

- (s) By moving into the Leased Premises or taking possession thereof, Lessee accepts the Leased premises as suitable for the purposes for which the same are leased and accepts the building and each and every appurtenance thereof.

## 9. LEASE AND ADA REQUIREMENTS

Lessor and Lessee shall comply with all provisions of Exhibit B-1, entitled Lease Requirements which is incorporated herein for all purposes.

10. **PERMITTED USES:**

Lessee may use the Premises for usable space in furtherance of its educational, rehabilitative and residential purposes only.

11. **OTHER TERMS AND CONDITIONS**

- (a) This lease shall be effective as of the date that all parties execute this lease contract. 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 all parties as identified below.
- (b) Any statement or representation of Lessee in any Estoppel Certificate delivered pursuant to this lease which would modify the rights, privileges or duties of Lessor or Lessee hereunder shall be of no force and effect and may not be relied on by any person.
- (c) Should Lessor require Lessee to provide an Estoppel Certificate at any time during the term of this lease, Lessor will give Lessee thirty (30) days prior written notice whereupon TYC will deliver to Lessor a completed signed original of same utilizing a form of the Estoppel Certificate attached hereto as Exhibit "D."
- (d) Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenants in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.
- (e) Except as may be otherwise specifically provided in this Lease Agreement, all notices, demands, request or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Lessor:

With a copy to:

If to Lessee:                    Texas Youth Commission  
4900 N. Lamar Blvd.  
Austin, Texas 78751  
Telephone: (512) 424-6265  
Facsimile: (512) 424-6337  
Email: [barbara.kelley@tyc.state.tx.us](mailto:barbara.kelley@tyc.state.tx.us)

With a copy to:                    Texas Youth Commission  
San Antonio District Office  
Halfway House & Independent Living Administrator  
321 N. Center, Suite W-200  
San Antonio, Texas 78202

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States Mail. Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

- (f) Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and lessee each agree and indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease Agreement or the transactions contemplated hereby.
- (g) Lessor or its agents may enter the Premises for any reasonable purpose and to bring and store necessary repair materials without any liability to Lessee. Lessor shall use reasonable efforts to minimize any disruption to Lessee's business caused by such entry. During the four months before the end of the Lease Term or any renewal term, Lessor may place upon the Premises such notices as Lessor may require to relet or rent the Premises. Lessor shall have the right to place such notices as it may reasonably require for the sale of the Premises at any time.
- (j) **Hazardous Substances.** Lessee agrees and covenants that it will not undertake to store, maintain, use or in any way keep, or allow to be kept, at any time upon the Premises any Hazardous Substance nor shall Lessee undertake, or permit to occur, any activity which is a violation of any Environmental Law.

As used in this Lease, the terms Hazardous Substance and Environmental Law are defined as follows:

**"Hazardous Substance"** shall mean and include all hazardous or toxic substances, wastes, or materials, any pollutants or contaminants (including, without limitation, asbestos and materials which include hazardous constituents), or any other similar substances or materials which are included under or regulated by any Environmental Law.

**"Environmental Law"** shall mean and include all local, state, or federal laws, rules, orders, and regulations pertaining to environmental regulation, or the use, processing, storage, disposal, generation or transportation of Hazardous Substances, or any contamination, clean up or disclosure related thereto. Environmental Laws include, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980, The Super Fund Amendments and Reauthorization Act of 1986, The Resource, Conservation and Recovery Act, The Hazardous and Solid Waste Amendments of 1984, The Toxic Substance Control Act, The Federal Insecticide, Fungicide and Rodenticide Act, The Federal Water Pollution Control Act, The Federal Safe Drinking Water Act, The Federal Clean Air Act, The Federal Clean Water Act, The Federal Water Pollution Control Act, The Federal Safe Drinking Water Act, The Federal Clean Air Act, The Federal Clean Water Act, The National Environmental Protection Act, Chapter 26 of the Texas Water Code (formerly the Texas Water Quality Act), The Texas Clean Air Act, The Texas Solid Waste Disposal Act, The Texas Injection Well Act and The Texas Oil and Hazardous Substance Spill Prevention and Control Act, as any of the foregoing has heretofore been or is hereafter amended, and any regulations promulgated with respect to any of such statutes. There are no orders, judgments, claims, suits, actions, or proceedings concerning or affecting the Premises with respect to any Environmental Law. Lessor has not received any notice of any threatened or pending suit, action, or proceeding concerning the Premises relating to any Environmental Law.

(k) This Lease shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any right upon any third party, unless so expressly stated herein.

11. **SIGNATURES:**

**LESSOR:**

Lessor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**LESSEE:**

Texas Youth Commission  
4900 North Lamar  
Austin, Texas 78751

By: \_\_\_\_\_  
Chief Executive Officer

Approved as to Form:

\_\_\_\_\_  
TYC Legal

EXHIBIT B  
PLANS AND SPECIFICATIONS

(To be included once lease agreement signed and plans are submitted by Lessor and approved by Lessee)

## EXHIBIT B-1

### LEASE REQUIREMENTS

- (a) In signing this lease contract, the Lessor certifies that the leased Premises to be occupied shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations, which include compliance with all applicable handicapped accessibility requirements. Acceptance of the space does not exonerate the Lessor from meeting all the requirements. No requirement may be waived by the Lessee or the occupying agency.
- (b) Lessor specifically covenants and warrants that the space will at all times comply with the Texas Accessibility Standards (TAS) requirements for persons with disabilities administered by the Texas Department of Licensing and Regulations.
- (c) Lessor attests that it has sufficient and appropriate title to said Premises and attests that it has the financial capability to fully execute obligations in this lease contract. Lessor further covenants that it has the power and authority to execute this lease and to place Lessee in possession of the Premises in full satisfaction of and compliance with the terms and conditions herein.
- (d) Lessor also agrees that it will not attempt to impose upon Lessee any requirements of other legal instruments related to these Premises not referred to herein or made a part hereof. Lessor warrants to Lessee the leasehold interest created hereunder and agrees to defend Lessee against the claims of all persons to the leasehold interests of the Lessee. Any person or entity executing this lease as agent for the Lessor shall attach to this lease sufficient evidence of authority to act in the capacity shown.
- (e) **COMPLETED CONSTRUCTION PLANS shall be provided by Lessor to Lessee 30 days from execution of the lease, or earlier,** for Lessee approval prior to commencement of construction. Lessor shall also provide Lessee a construction schedule showing all critical dates of construction or substantial renovation prior to the commencement of construction of the Premises covered by this lease.
- (f) **ALL CONSTRUCTION, REPAIRS AND ALTERATIONS shall be completed by Lessor 30 days prior to occupancy.** Lessee shall have full access to the premises during that period, at no charge to Lessee, in order to prepare the Premises for occupancy on the Commencement Date. All non-economic terms and conditions of the Lease shall be in force. Lessee may do whatever is necessary during said period to ensure it is able to commence normal business operations on the Commencement Date.
- (g) **CERTIFICATE OF OCCUPANCY (CO)**, issued by the appropriate local authority, and shall be provided by Lessor to Lessee 3 days prior to occupancy.
- (h) Lessee reserves the right of inspection and may reject space based on adverse building conditions, including but not limited to general cleanliness, appearance of carpet or tile, grounds, finished interiors or exteriors, odors, pests, insects, or other problems relating to improper extermination or any other condition that would create unsanitary, unattractive or unsafe conditions.
- (i) As a condition of occupancy, Lessor certifies that the leased space contains the minimum usable square footage specified in the lease contract.
- (j) Lessee shall have the right to survey and inspect Property during the construction process to ensure the leased space complies with all requirements as set forth in this lease agreement.

- (k) Prior occupancy, Lessor shall thoroughly clean the leased Premises. Cleaning operations shall include, but not be limited to, the following:
1. Removal of non-permanent protection and labels;
  2. Polish glass of all windows and doors;
  3. Clean exposed finishes;
  4. Clean all mirrors;
  5. Remove all waste and debris;
  6. Clean light fixtures and replace dimmed or burned out light bulbs;
  7. Sweep and wash paved areas as needed;
  8. Clean yards and grounds;
  9. Vacuum all carpeted areas;
  10. Wax and polish all hard surface flooring; and
  11. Clean blinds.
- (l) Janitorial Services and Supplies shall be paid by Lessee.
- (m) Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.
- (n) Lessor shall maintain the exterior of the building and adjacent grounds in an appropriate manner. Lessor agrees to make diligent efforts to landscape with Texas flora. All grass, trees, shrubbery and other landscaping must be maintained on a regular basis. Water used by Lessor for landscaping and/or decorative purposes shall be paid for by Lessor.
- (o) Lessor shall have building maintenance personnel available to respond to routine calls within twenty-four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance shall include, but not be limited to, situations involving the air conditioning, electrical, plumbing, roof leaks, disruption of water-delivery to or drainage from any portion of the plumbing system, access into and out of the leased space, and environmental control. Lessor shall, at a minimum, acknowledge emergency calls within two (2) hours.
- (p) Space to be occupied under this lease shall be designated a "non-smoking area".
- (q) Lessor shall furnish and maintain exterior lighting for the building, connecting walkways and parking area(s) as necessary for appropriate security. The light fixtures shall be equipped with a light level-sensing device that will operate the units automatically. Lessor shall provide a minimum level of illumination to comply with normal business standards. Lessor shall pay all utility costs associated with exterior lighting.
- (r) Cost of furnishing and installing light fixtures at inception of lease and replacement light bulbs shall be at Lessor's expense.
- (s) All lighting and electrical accessories shall comply with all Municipal, County, State and Federal ordinances, rules and regulations for any new construction. All electrical work shall conform to the standards and requirements of the latest editions and applicable sections of the National Electrical Code (NEC) Handbook. All lighting fixtures shall have light diffusing panels or elements. Fluorescent lighting fixtures shall have energy efficient ballasts.
- (t) Lessor shall provide all life safety equipment, including but not limited to fire extinguishers and smoke alarms, in accordance with the requirements of all applicable municipal building codes. In the absence of a local municipal code, Lessor agrees to comply with minimum requirements as set forth by the International Building Code and the Life Safety Code, as published by the National Fire Protection Administration.

- (u) Lessor shall provide access to telecommunication and automation for TYC employees and service providers under contract, to the occupying agencies at appropriate times during construction.
- (v) Lessor shall not unreasonably withhold the right of the Lessee to install a security system in the lease space, as requested by the Lessee. The security system shall remain the Property of the Lessee or occupying agency/ies and may be removed at the end of the lease term.
- (w) All offices and work areas shall have finished ceiling surfaces, unless otherwise approved by Lessee. Broken or stained acoustical tiles shall be replaced by Lessor in a timely manner. Ceiling tiles must be of sufficient quality and weight to not become dislodged due to the opening and closing of doors.
- (x) The location of the HVAC unit(s) shall not unduly inconvenience the occupying agency, either due to maintenance requirements or noise levels. Lessor shall furnish a cost efficient central heat and cooling system. The heating and cooling temperatures shall be maintained in accordance to meet the goals of the Energy Management Plan Guide as set forth by the State Energy Conservation Office or TFC. The building must have a mechanical system that provides an indoor environment that is healthful, comfortable and free of objectionable odors. The heating, air conditioning and ventilation system shall comply with the requirements of the latest American Society of Heating, Refrigeration, and Air Conditioning (ASHRAE) Standards for Ventilation for Acceptable Indoor Air Quality (currently ASHRAE 62-1989) and the latest ASHRAE Standards for Thermal Environmental Conditions for Human Occupancy (currently ASHRAE 55-1992). Forced air cooling and heating shall be ducted and vented throughout the space to provide the most efficient manner of operation and occupant comfort. Conditioned air shall be vented into each room and area with the exception of closets. Thermostats shall be provided as necessary to control conditions throughout the leased space. Numbers and locations of thermostats and associated zones or equipment shall accommodate all internal and external loads to provide uniform temperatures throughout the space. HVAC controls/thermostats shall have locking covers and one master key or tool shall be provided to the Occupying Agency. Lessor is responsible for balancing the HVAC system.

## EXHIBIT B-2

### AGENCY SPECIFIC REQUIREMENTS & ROOM SCHEDULE

#### A. LEASE SPACE REQUIREMENTS:

1. Square Footage. The space to be occupied shall contain a minimum of 7285 net usable square feet, which includes storerooms & restrooms. This square footage does not however, include mechanical rooms, porches, hallways, corridors, or attic mechanical space. The space shall be partitioned by the Lessor to conform generally to the room schedule detailed as follows and as shown on the sample architectural plans:

6 Bedrooms with 4 closets each	1 Group Room
6 Staff Offices	1 Multi-purpose Room (Classroom)
1 Dining Area	2 Janitor Closets
1 receptionist Area	2 Storerooms
1 Dayroom	1 Laundry Room
1 Kitchen/Dishwashing Area	1 Clothing/Linen closet
1 Telephone /Data Room	1 Exterior Storage Room
2 Staff/Visitor Toilets	1 Pantry
1 portable storage building 8' x 16' with 4' door and interior shelving	

The Kitchen/Dishwashing space shall be generally laid out per the drawings with final design layout to be reviewed and approved by the Lessee. The Lessor shall provide the following kitchen equipment:

- 1 set of stainless steel tables as shown on drawing
  - 1 3' x 5' s/s island table with pan rack
  - 1 3 compartment s/s sink with disposal
  - 1 Dishwasher with booster heater, model CMA-T80
  - 1 hand wash sink,
  - 1 kitchen hood with suppression system
  - 1 kitchen staff work station
2. Lot Size. The minimum lot size should be 30,000 square feet with a minimum lot width of 100 feet. The building should be located towards the front of the lot with visual access from the street. No portion of the lot shall be used to access adjoining property or properties.
  3. Recreation Area. Lessor should provide a 40'-0" x 50'-0" concrete outdoor recreation area with one basketball goal, net and backboard located at the center point of one end of the 50'-0" width. Lessor shall provide a weatherproof 110v duplex electrical outlet at basketball goal. Area shall be accessible to the main building with a 4' wide concrete walkway. Recreation area slab shall be located at the building rear.
  4. Parking. Lessor should provide off street parking for eighteen (18) vehicles. One (1) of these parking spaces must meet handicapped accessibility requirements and size requirements as prescribed in TAS and ADAAG for a 15-passanger van. The size of the non-handicapped parking spaces must be for full sized cars. Parking spaces for the handicapped shall be located as prescribed in ADAAG and T.D.L.R. standards. The parking area shall be covered with a hard surface material such as concrete, asphalt paving or a comparable material with sufficient durability to withstand high volume traffic and all weather conditions. If needed, the parking area shall be resurfaced and/or repaired to a like-new condition. The parking area must have drainage adequate to prevent accumulation of water. The Lessor shall provide and maintain all parking lot striping and parking stops. The Lessor shall maintain the parking area in good condition and state of repair.

5. Sidewalks. The Lessor should provide sidewalks to connect the parking area to outdoor recreation area and to all building entry areas. Sidewalks shall be a minimum of 4'-0" wide and sloped as necessary to accommodate the handicapped according to ADA and ADAAG standards and requirements. Broom finish walks.
6. Fencing. Lessor should provide a 6'0" high solid fence along back and side property lines. Fencing shall form a complete enclosure from the building to back and side property lines in order to separate overall space from adjoining properties. Lessor will also provide gates as reasonably required. All fence posts shall be 2" galvanized schedule 40 steel set in concrete. A 60' length of additional fence on top of the wood fence shall be located adjacent to the basketball court to keep stray balls on this side of the fence.
7. Hallways. All major interior hallways should be 5 feet wide. All other internal hallways shall be a minimum of 4 feet wide and shall be clear and free of obstructions to meet TDLR requirements.
8. Ceilings. Ceilings in all areas shall be a minimum of 9 feet high clear of any structure, piping or ducting. The ceilings in the dining/area are 13 feet and the clerestory area are to the bottom of the structure.
9. Single Level. Space shall be contiguous on one floor.

#### **D. REQUIRED SERVICES**

1. Lessor, at Lessor's own expense shall install and make available for connection on site, all utilities systems (hot and cold water, waste water, garbage, natural gas, telephone and electricity) necessary for the proper and intended use of the space to be occupied by the Texas Youth Commission. Hours of operation shall be 24 hours per day, 365 days per year. All utility bills for utilities used (water, wastewater, garbage, natural gas, telephone and electricity) will be paid by Lessee. Cost of furnishing electrical fixtures and wiring; furnishing and installing electric lamps at inception of lease shall be at Lessor's expense. Lessor shall provide hot water to all sinks, including janitor sinks and restrooms. Lessor shall provide energy efficient lighting, air conditioning and power distribution to meet AIEE and Texas Energy Conservation Codes or ASHRAE 90.2. Proposed lighting and HVAC equipment shall be submitted to Lessee for confirmation of compliance with state energy standards.
2. Lessor shall furnish central vented heat and refrigerated air conditioning within the premises, at the Lessor's own expense. Temperature throughout the premises shall be maintained to a degree necessary for proper comfort of the occupants and comply with indoor air quality standards as required by ASHRAE 62, 55 which requires a minimum of 15 CFM outside air per occupant. Normal occupancy is 34 persons.
3. Lessor, at his expense, shall furnish two (2) electric drinking fountains, which shall meet ADA requirements.
4. Lessor shall, at a minimum, provide a fire protection system, which meets NFPA 101 Life Safety requirements and local fire codes. The fire protection and detection system shall provide for smoke detection, manual pull stations, duct detectors, audio/visual horns and a centrally located zoned control panel. The fire alarm system shall shut off the HVAC system when the fire alarm is activated. The kitchen shall be provided with a UL listed fire suppression system with a manual pull station. The fire suppression system shall activate the fire alarm system when the suppression system is activated. There shall be emergency back up lighting at all building exits. Emergency lighting shall be installed in accordance with NFPA 101 code requirements. A fire sprinkler system may be required by the local fire marshal. If required the system shall comply with NFPA and any local codes in force at the time of permit acquisition.

5. Lessor shall provide a suitably designed and located area for normal storage of a trash dumpster (approximately 6 ft. x 6 ft. container size). Location shall take into consideration aesthetic appearance of the facility and ease of access for trash pick up. Dumpster truck approach apron shall be concrete from dumpster to street to withstand weight of truck without damage to paving.
6. The Lessor shall ensure that the site is graded to provide positive drainage away from the building, porches, walks, parking and recreation area.

#### **E. PERFORMANCE REQUIREMENTS**

1. Where approval is required, approval will be by the 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 of the lease contract.
2. Lessor covenants and represents that the property offered is properly zoned for the use intended under these Lease Specifications.
3. Within thirty (30) days after award of the contract, the Lessor shall provide to the Texas Youth Commission written evidence that funds sufficient to complete the project in accordance with the proposal specifications are available or have been committed by a lending institution. Such written evidence must be acceptable to the Texas Youth Commission in form and substance. Failure to provide such evidence of financing shall constitute a breach of the lease contract and shall entitle the Lessee to exercise, at its option, any and all remedies it may have under the terms thereof. It is expressly provided, however, that in the event of such failure, Lessee's remedies shall include but not be limited to the right to immediately terminate the lease contract by providing Lessor written notice of such termination.

Within thirty (30) days after award of the contract, Lessor shall provide to the Lessee a schedule showing all critical dates in construction (or substantial renovation) of the lease space.

4. Lessor, at Lessor's expense, shall utilize an architect or professional space planner to develop, based upon these lease specifications and the expressed needs of the Lessee, a space layout which will accommodate the Lessee's personnel, equipment and work flow. The Lessor shall accomplish the development and finalization of the space layout in a prompt and efficient manner within 30 days of the date of Notice of Award. The space layout shall be acceptable to the Lessee, and an acceptable layout shall be a condition of the lease. Two final dimensioned and scaled floor plans of the space and parking area(s) to be occupied by TYC shall be submitted prior to occupancy of the space and any lease payment.
5. The building shall be built prior to occupancy by the agency, two complete sets of architectural, mechanical and electrical drawings shall be furnished prior to start of construction to Barbara Kelley at the Texas Youth Commission, 4900 N. Lamar at Austin, Texas 78751. Receipt of such plans is for informational purposes only and does not relieve the Lessor of their responsibility to comply with all rules, regulations, codes, ordinances and statues. On completion of construction or renovation Lessor will provide Lessee with a complete set of as-built drawings. PDF format.
6. 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 that 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 standard practice of trade.

7. If all or any portion of the contract will be subcontracted, as indicated on the GFEP Other Services Form, it shall be done so in accordance the forms submitted by the lessor:
  - 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)

Any change in this subcontracting plan must be approved by the lessee.
8. If lessor is providing subcontracting opportunities, lessor shall submit to the Texas Youth Commission a copy of the written notice of solicitation advertising the subcontracting opportunities.
9. Non-Historically Underutilized Business Progress Assessment Report (NON-HUB-PAR) - documentation of work subcontracted with Hub's; or
10. Historically Underutilized Business Progress Assessment Report (HUB-Par-A) -documentation of work subcontracted with Non-Hub's.
11. Within thirty (30) days after award of the contract, the Lessor shall provide a copy of a completed site survey performed by the local telephone utility company. The report shall identify all necessary work to be performed by the Lessor in order for the telephone utility company to provide the required service to the facility. Lessor must also provide an estimated time frame needed to prepare the site in accordance with the utility company's requirements for installation of services and shall ensure all work specified by the local telephone utility company will be completed no less than thirty (30) days prior to the date of agency occupancy.
12. Failure to comply with any Performance Requirements shall constitute a breach of the lease contract and shall entitle the Lessee to exercise, at its option, any and all remedies it may have under the terms thereof.

## **F. SITE AND BUILDING REQUIREMENTS**

### **1. General - Building**

- (a) The space must comply with all applicable federal, state, or local laws, statutes, ordinances, codes, rules and regulations relating to the public health, safety and welfare.
- (b) The building shall be constructed to comply with the Uniform Building Code, latest edition, or the most current code adopted by the City of San Antonio, Texas, National Electric Code, Uniform Plumbing Code, NFPA 101, SMACNA, ASHRAE, ADA and all Local Ordinances and Regulations. The building shall comply with all accessibility standards applicable to new construction as prescribed by the TAS and ADAAG standards.
- (c) The Lessor must comply with all applicable statutes, ordinances, codes, rules and regulations covering notice of the opening of a medium restriction Residential Facility for Juveniles.

### **2. Hazardous Materials and Asbestos Containing Building Materials**

Lessor shall meet codes, statutes, ordinances and standards in accordance with Exhibit B.

### 3. Building Exterior and Grounds

- (a) Lessor shall provide and install insulation as follows: A minimum of R-30 in ceilings and R-11 in exterior walls.
- (b) Exterior joints around windows and door frames; top and bottom wall plates, opening 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.
- (c) The building design shall incorporate glass shading by one of the following methods (listed in order of preference): reflective glass, film on glass, or tinted glass.
- (d) The Lessor agrees to landscape the property with plants native to or adaptable to the area in which the premises are located. Lessor further agrees to make diligent efforts to use native plants in replacement landscaping. A list of native plants and potential suppliers can be obtained from the Texas Department of Agriculture.

### 4. Interior

- (a) Carpet and Floors: Lessor shall provide carpet throughout entire space except in the Telephone/Data Room, Multipurpose Room, Storage Rooms, Kitchen, Dining Room, Pantry and Restrooms, which shall have 1/8" thick commercial grade non-slip vinyl composition tile or comparable floor covering. Carpet shall be commercial grade. Carpet shall be in new or like-new condition. Carpet shall be installed by the direct glue-down method. The carpet shall contain tight loop 24-28 oz nylon (or approved equal) 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 unitary latex back that will provide a 20-lb tuft bind, 10 year wear, and non-ravel warranty. 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 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. Install carpet in as large pieces as possible. No 'T' seams will be allowed. Variations in carpet or tile as to quality, type or color within the same room or within the space as a whole, shall not be permitted without approval from TYC. Carpet shall be replaced at lessor's expense with like specification carpet at 42 month intervals. TYC shall have the right to approve carpet color and type.
- (b) Walls: Interior walls for all bedrooms including closets, group room, and the multipurpose (classroom) shall be hardened to withstand physical attack such as striking fist or kicking foot. Wood paneling is not acceptable. Construction shall consist of metal lath and plaster if CMU is not used. All other walls may be constructed of 5/8" gypsum board if plaster or CMU is not used. High quality acrylic base enamel paint shall be used to paint these for durability. All Interior walls shall be repainted at lessor's expense as follows: If the lease is for five years (60 months) the entire space shall be repainted once during that period of time. If the lease is for a period of more that 60 months, but less than 120 months, the entire space shall be repainted twice during that period of time. Repainting shall be done at a time specified by TYC. 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 TYC. All gypsum board to be 5/8" fire code. Walls around all 6 youth toilets shall be a minimum of 4" CMU with floor to ceiling tile on the toilet side. Staff toilets may be moisture resistant gypsum with tile wainscot to 4' from finish floor. Gypsum walls in the kitchen and freezer/cooler area shall be covered with a fiberglass reinforced panel for ease of cleaning.

All partitions shall be minimum floor to ceiling.

All exterior walls shall be masonry veneer.

- (c) Wall Linings: At least two walls should be lined with AC grade or better, void free plywood. 2.4 m (8 ft) high with a minimum thickness of ¾ trade size. The plywood should be installed with the grade "C" surface facing the wall. Securely fastened to the wall- framing members to ensure it can support attached equipment.

Plywood should be fire rated and treated on both sides with at least two coats of white fire resistant paint. Drywall may cover the plywood if building codes require it. Flush hardware and supports must be used to mount the plywood.

- (d) Room Numbers: Lessor shall be responsible for numbering and/or labeling each room or area as specified by TYC. All numbering/labeling shall be completed prior to lease commencement, be permanently attached, match building décor and meet the requirements as described in TAS and ADAAG.
- (e) Shelving. The storage rooms shall have built-in wood shelving. Shelving shall begin 6" off the floor and extend to the ceiling with shelves spaced 12" apart. Shelves shall be 12" deep and shall cover two (2) walls of the room. Shelving can be finished with a paint or stain consistent with the leased space décor and approved by TYC. A minimum of one 4'x 2' – T-8 4 lamp fluorescent light fixture shall be provided in each storage room and janitor's closet.
- (f) Cabinets. The Multipurpose Room (classroom) shall have base cabinets and sink as shown on the plan. Base cabinets shall be laminated with a heat resistant plastic counter top. Base cabinets are to be approximately 10' long. Standard upper cabinets, with 3 shelves (including the bottom of cabinet) shall be provided. All cabinets in the multipurpose room shall be painted, stained or finished to match the décor of the multipurpose room.
- (g) Restrooms. Lessor shall provide two (2) restrooms to which TYC Staff shall have access. Restrooms shall have hot and cold running water, paper towel dispensers, and mirrors with dimensions of at least 18" x 30. There must be counters around all lavatories. Counters shall be at least 24" wide. Lessor shall also provide six (6) Youth restrooms, one (1) of which must meet handicapped accessibility requirements as prescribed in TAS and ADAAG. Floors in all restrooms shall be tiled and slope down to a floor drain to prevent flooding in the building. Floor drains shall be designed and installed to not interfere with accessible usage by the physically impaired. Restrooms are not to be included in the calculation of net usable square footage provided under this agreement. No less than 4" plumbing lines shall be used for drains and sewage.
- (h) Windows: Windows shall be provided as shown on the drawings.

All windows shall meet the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) 90.2 or 100 standards.

Any exterior windows or glass doors shall have metal mini blinds. Curtains or drapes are not acceptable.

- (i) Doors: All interior and exterior doors shall be 3 feet wide except the closet doors which may be 24 inches wide, and the kitchen exterior door which shall be 42 " wide. Must provide one handi-cap accessible closet door. Door hardware shall be of commercial grade. Locks shall be "Best brand" with a 7 pin key non-duplicating core system.

Door(s) between reception area and interior offices and hallways are to be 1-3/4" solid core wood (3'0" x 6'8") personnel doors with proper fire rating.

Handles, pulls, latches, locks and other operating devices on accessible 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. A variance for use of round door knobs shall be obtained for the closet and youth bedroom. These doors are susceptible to knob breakage and handles used as weapons.

All interior doors shall be 1-3/4" solid core wood (3'0" x 6'8") doors with 14 gauge metal door frames, as approved by TYC. Hollow core doors are not acceptable any where.

All exterior doors to the space shall be 16 gauge hollow metal doors with insulation in cavity. Hollow core doors will not be acceptable. All exterior doorframes shall be 14 gauge metal.

Exterior doors shall be equipped with panic hardware and automatic door closers of sufficiently sturdy construction to ensure security. In no case shall non-panic release locks be installed on doors with panic hardware.

Exterior doors shall be keyed alike. Lessor shall furnish 12 keys (individually numbered) as specified by TYC. All exterior doors to the space must have a view slot. View slot to be 6" wide x 24" high on latch side of door. Glass to be 1/2" tempered.

All offices shall have separately keyed locks and shall pass all outside door locks. Lessor shall furnish 2 keys (numbered alike) per door for all single occupancy offices and 6 keys (numbered individually) per door for all multiple occupancy offices. All closets shall be keyed separately and Lessor shall furnish 6 keys (numbered individually) per door. All storage rooms to be keyed alike and Lessor shall issue 6 keys (numbered individually) per door. Door locks shall be seven-pin locks with a removal core system equal to the Best System.

All entrance landings at accessible entrances shall meet TAS requirements.

All locks to be part of a master key system. Lessor to furnish two (2) master keys that will pass all locks. TYC will prepare a key schedule.

## 5. Safety

- (a) Multipurpose 5 lb. ABC fire extinguishers will be provided and maintained in accordance with industry standards by Lessor and maintained by Lessee. The number of extinguishers shall be according to the Life Safety Code. Extinguisher(s) must be mounted to meet handicapped accessibility requirements as prescribed in TAS and ADAAG. The extinguisher(s) must be readily visible, and the location must be properly marked and/or identified. Where possible, units will be placed in a recessed cabinet. Fire extinguishers shall be mounted no higher than 48 inches above the floor.
- (b) Emergency exit lights with battery back up shall be provided at each door leading to the outside of the building and one additional emergency light fixture at midpoint of dayroom walls. Electric and/or luminous directional arrows shall be strategically placed to identify the way leading to the outside.
- (c) In areas with no natural illumination, an emergency lighting system shall be installed and arranged to provide automatic adequate illumination for a period of one and one-half (1-1/2) hours in the event of failure of normal lighting. The means of egress shall be illuminated at all points including angles and intersections of corridors and passageways, and exit doors to values of not less than 1 foot candle measured at the floor. The system shall meet the requirements of the NFPA Light Safety Code and Sections 5-8 through 5-9.
- (d) A 14" diameter round convex mirror shall be installed in the Reception Area. Mirror shall be viewable by the Receptionist.

## **G. MECHANICAL, ELECTRICAL AND TELECOMMUNICATIONS**

### **1. Heating, Ventilation and Air Conditioning**

- (a) The building shall have a mechanical system, which provides an indoor environment, which is healthful, comfortable and free of objectionable odors. A minimum of 20 cubic feet per minute (20 cfm) of outside makeup air must be provided per building occupant (employees, residents and normal number of visitors at any given time). In general, the average number of occupants (staff, residents, visitors) in this space at any given time will be approximately 34. Methods covered by ASHRAE Standard – Ventilation for Indoor Air Quality – 62.1981, may be employed to achieve this requirement. Restrooms must be provided with exhaust ventilation ducted to the outside of the building (not into attic or other interior space). An exhaust capacity of at least 60 cfm per water closet or urinal must be provided, minimum of 100 cfm per restroom. Laundry exhaust vents shall be provided with an accessible lint box for ease of cleaning. The kitchen shall be provided with sufficient HVAC to allow for comfort during equipment operation.

Forced air cooling and heating shall be ducted and vented throughout the space to provide the most efficient manner of operation and occupant comfort. Conditioned air shall be vented into each room and area with the exception of closets.

- (b) Thermostat(s) shall be provided as necessary to control conditions throughout the space. Numbers and locations of thermostats and associated zones or equipment shall accommodate all internal and external loads to provide uniform temperatures (+/- 3 degrees F.) throughout the space, except as any localized special environment conditions are identified herein. Temperature settings shall be under the control of the Lessee. This requires placement of the thermostats in one of the staff offices. The sensors are to be located in the zoned areas. The building should be divided into 5 zones as follows: Sleeping areas, Offices, Kitchen/Dining, Living Room and Classroom.
- (c) Documentation for each accessible control device, including programming instructions, program code (if any) and trouble-shooting procedures shall be provided to the Lessee at the onset of the lease.
- (d) All accessible HVAC controls shall have locking covers and one master key (or specially required tool) shall be provided to TYC. The T-stat controls for the dayroom, the multi-purpose room and the youth bedrooms shall be located in the JCO office. These spaces shall utilize remote sensors.
- (e) A fully adjustable damper shall be installed at each HVAC supply diffuser.
- (f) Interior design conditions shall be: Heating – 70 degrees F plus or minus 2 degrees; 30% relative humidity. Cooling – 74 degrees F plus or minus 2 degrees; 50% relative humidity.
- (g) All air handler units shall shut down in the event of fire alarm activation.

### **2. Electrical**

- (a) All telephone and electrical conduit shall be hidden between walls or in ceilings.
- (b) All electrical wiring and parts shall meet the current National Fire Protection Association (NFPA) National Electric Code.
- (c) 120v-20 amp or 220V-30 amp where indicated, electrical duplex outlets shall be provided by lesser at lease commencement and as required by applicable codes.
- (d) Placement of outlets to be determined by TYC. Some kitchen equipment may require differing outlet requirements. Lessor to verify requirements.
- (e) 120v electrical duplex outlets for computer related equipment shall be provided as follows:

- (f) 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 6 duplex outlets per circuit. Location within the space shall be determined by TYC. 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 52621G, or equal. Provide red or orange nylon cover plates and receptacles for these special outlets. These outlets are in addition to those shown on the schedule above.
- (g) 120v electrical duplex outlets for computer related equipment shall be provided as shown on drawings and required by applicable codes. Placement of outlets to be determined by TYC.
- (h) Circuit loads shall be distributed so that any one branch circuit is not loaded at over 80% of rated capacity.
- (i) Each room and area shall have an individual light switch at the entrance thereto. Classroom to have switches for two ceiling light circuits so that ½ the lights can be turned off at a time.
- (j) Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.
- (k) Outlets in restrooms, kitchen and janitor's closet shall be equipped with ground fault outlets.

### 3. Telecommunication and Automation

- (a) Ceiling Height: The minimum ceiling height shall be 2.4 m (9 ft) above finished floor (AFF). To permit maximum flexibility and accessibility of cabling pathways, false ceilings are not permitted in TRs unless an in-floor distribution system is used.
- (b) Doors: TR doors must fully open to 180 degrees, be lockable (cipher lock recommended) and are at least 0.91 m (3 ft) wide and 2 m (6.7 ft [80 in]) tall. Doors should open outward and must be capable of being removed if needed or be able to slide side to side for easy access.
- (c) Dust and static Electricity: Tile must be used on the TR floor and floors walls and ceiling should be treated to minimize dust.
- (d) Environmental Control: HVAC must:
  - Maintain continuous and dedicated environmental control (24 hours per day, 365 days per year). If emergency power is available, HVAC must be connected to the system that serves the TR.
  - Maintain positive pressure with a minimum of one air change per hour in the TR.
  - Dissipate the heat generated by active devices.
  - Provide 9m<sup>3</sup> (300ft<sup>3</sup>) of 12 degrees C (54 degrees F) conditioned air per 20 ampere (A) dedicated electrical outlet. Satisfy applicable building codes. Maintain a humidity level of a 30% to 55% relative humidity.
- (e) Fire Protection: Provide fire protection for the TR, if required by applicable codes. If sprinkler heads are provided, wire cages must be installed to prevent accidental operation. TR room must be painted with two coats of fire retardant white paint (or other light colored finish).
- (f) Flood Prevention: TRs must be located above any threat of flooding and must not be below or adjacent to areas of potential water hazards (e.g., restrooms and kitchens).
- (g) Floor Loading: ANSI/TIA/EIA-569-B. Commercial building Standard for Telecommunications Pathways specifies a minimum floor loading of 2.4 kPa (50 lbf/ft<sup>2</sup>)
- (h) Grounding: Grounding electrode must be installed per NEC 250.53 Grounding Electrode System Installation. Grounding must achieve a minimum 5 Ohms or greater and connect to a TGB located in the Telecommunications room

Telecommunications Grounding Busbar (TGB) shall be a predrilled copper busbar provided with holes for use with standard sized lugs, have minimum dimensions of 6.3 mm (0.25 in) thick by 50mm (2in) wide, and be variable in length (equipment being installed will determine length). TGB must be listed by an NRTL.

- (i) Entrance Facility: One 4 in trade size conduit must be installed from outside the building where the pedestal is located to the TR to allow for outside communications. Conduit cannot exceed 2 in from penetrating the TR and must enter the TR from the left side of the wall.
- (j) Lighting: Provide a minimum equivalent of 500 lux (50 footcandles) measured 1 m (3 ft) AFF behind equipment racks (locations TBD). Dimmer switches will not be allowed. Locate light fixtures at a minimum of 2.6 m (8.5 ft) or 3 m (10ft) if applicable AFF. Install emergency lighting. Power for lighting should not come from the power panel inside the TR. At least one light should be on normal power, and one light should be on emergency power.
- (k) Power: Branch circuits for equipment power and protected, cabled for 20 A capacity. A minimum of two dedicated nonswitched 3-cable 120 volt (V) alternating current (ac) fourplex electrical outlets for equipment power, each on separate branch circuits must be installed. Locations TBD by IRD staff.

Separate duplex 120 Vac convenience electrical outlets (for tools, field test instruments, etc.) must be located 150 mm (6 in) AFF (Electrical outlet heights of less than 375 mm [15 in] are allowed because TRs are not considered a public place.) These are to be placed 1.8 m (6 ft) intervals around perimeter of the wall. All electrical outlets must be on nonswitched circuits. Convenience outlets must be identified. At least one electrical outlet must be on normal power and identified.

- (l) Room Size: The Telephone /Data Room must have (2) 4ft by 8ft. ¾” sheets of interior grade plywood mounted at a point to be specified by TYC. Plywood shall be painted to match the decor of the building.
- (m) Location: To minimize the horizontal cable lengths the TR will be located as close to the center of the building as possible and on the same floor as the area it is intended to serve. TRs must be accessible from a hallway. In a multi floor environment TRs are to be stacked vertically. TRs cannot be used as a custodial closet.

#### **4. Security ( to be provided by the Lessor )**

- (a) A security alarm shall be provided with sensors at the exterior entry doors, and all exterior windows. Alarm touch pad shall be located in the JCO staff office as shown on the plan.
- (b) CCTV cameras and monitors shall be installed where shown on the plan.
- (c) A drop down ladder shall be located in the administrative area for access to the attic.
- (d) CCTV monitoring shall be from the reception area, Assistant Superintendent Office and the Superintendent's office as shown on the drawings. Provide wall outlets/connections in these spaces.

## EXHIBIT C

### GENERAL CONSTRUCTION NOTES

Lessor shall design, in consultation with Lessee, and construct the Premises based upon all of the specifications outlined in this Lease and Exhibits as well as the following criteria at no additional cost to Lessee. Lessor understands that Lessee has no provision for payment of additional construction costs. Any unforeseen costs associated with compliance herein shall be at Lessor's sole cost.

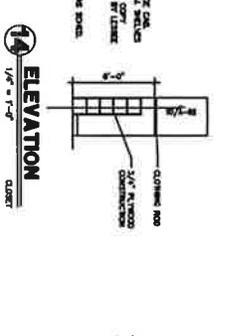
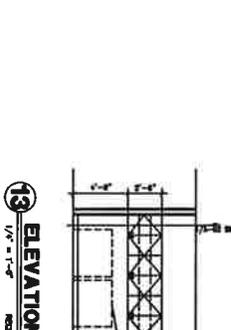
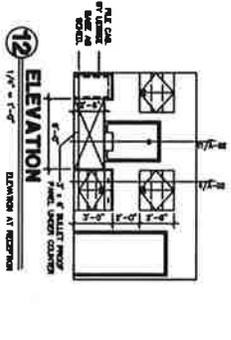
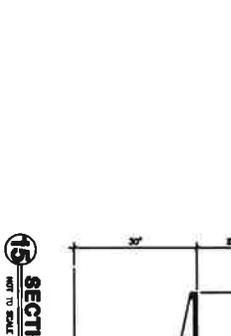
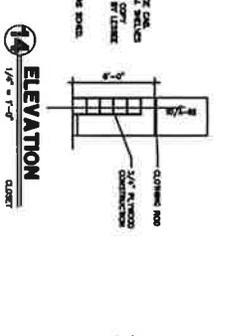
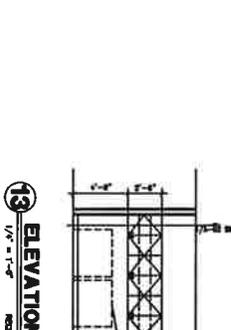
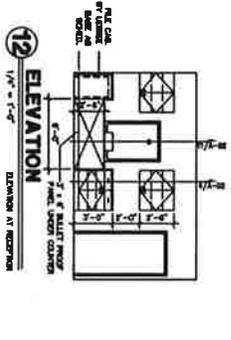
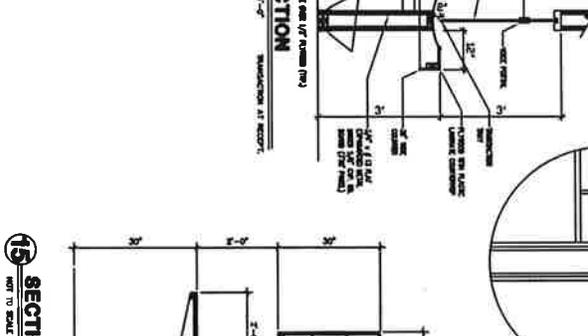
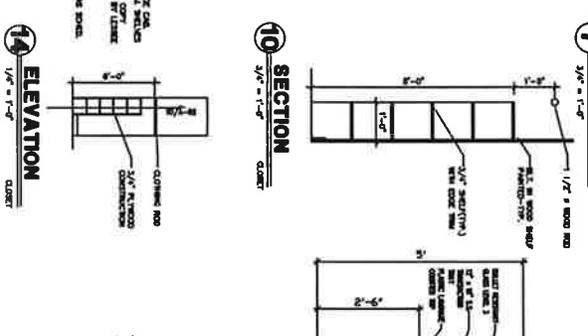
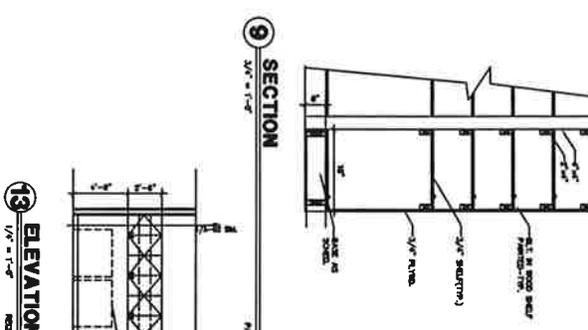
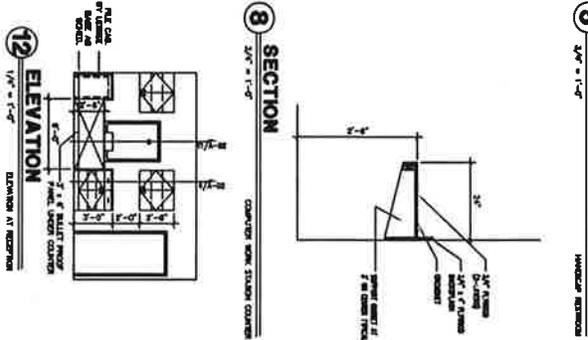
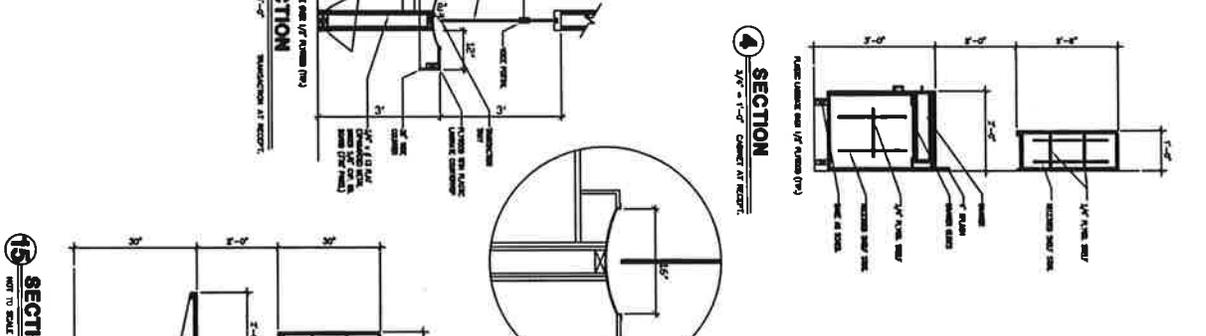
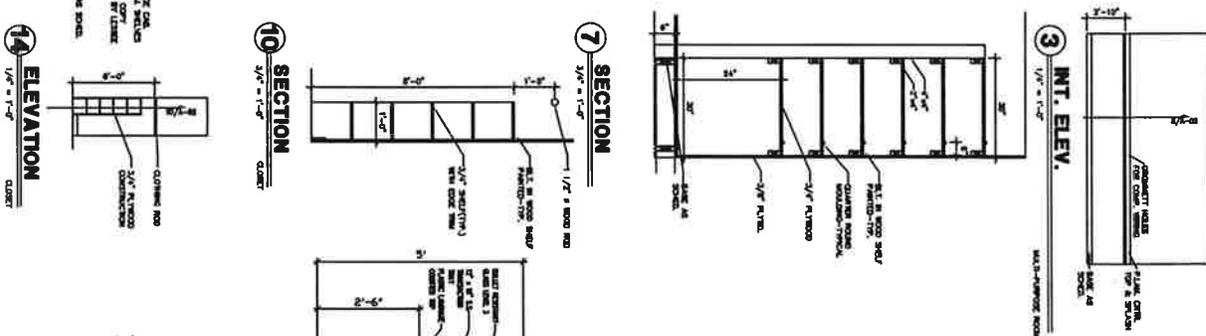
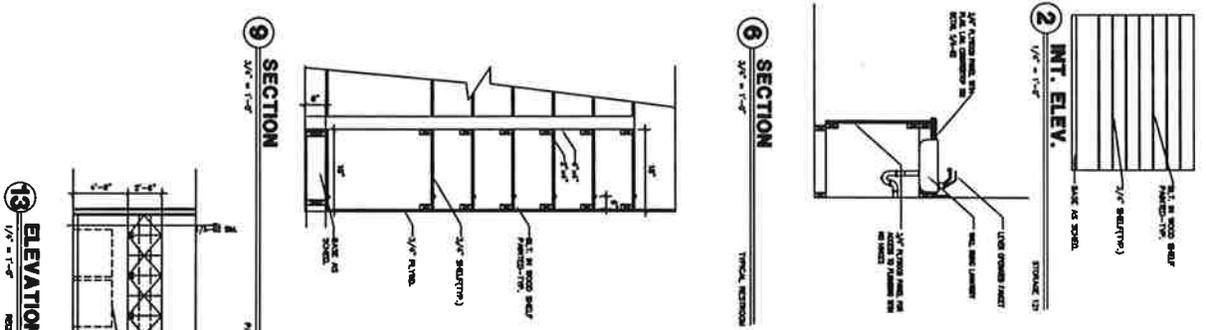
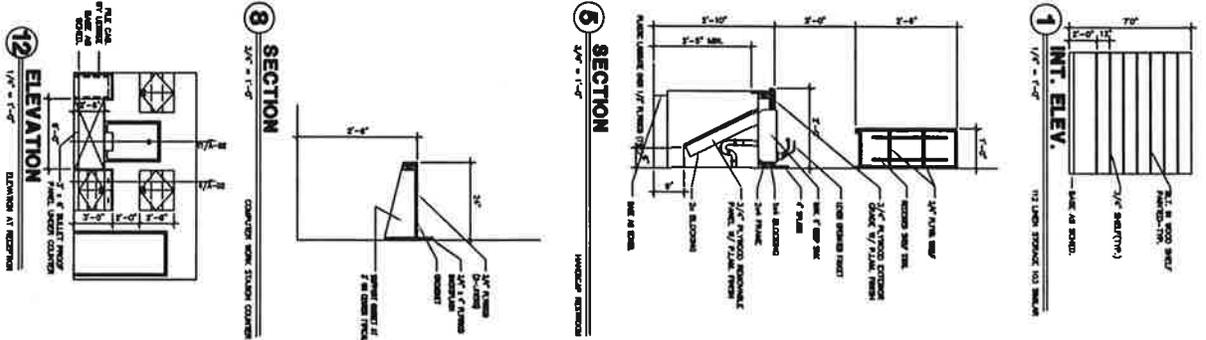
Lessee, not the Occupying Agency of the lease space, has sole authority for the initiation of any changes or modifications (Change Order) to the scope of work contained in this lease.

Should any Occupying Agency cause or request changes by the Lessor to exceed the scope of work described below, Lessor shall first obtain written and signed authorization from the Texas Youth Commission prior to being obligated to proceed with the work.

- 1 The space to be occupied must comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules and regulations. In lieu of applicable local building codes, the International Building Code will apply. Acceptance of the space does not exonerate the Lessor from meeting all the requirements. No requirement may be waived by the Commission or the Occupying Agency.
- 2 The Leased space shall meet all zoning and building code requirements of the Local Government(s) in which the space is located. Lessor shall comply with all Local Government(s) rules and regulations regarding land development including, but not limited to, subdivision requirements, zoning ordinances, site reviews, plan reviews, development and building permits, inspections, and certificates of occupancy. If Lessor seeks or acquires an exemption from such rules and regulations regarding land development without TYC approval, such action shall be grounds for termination of the lease by the Texas Youth Commission in accordance with paragraph 5.(n) of the State Lease contract.
- 3 The Texas Accessibility Standards (TAS) requirements for persons with disabilities are administered by the Texas Department of Licensing and Regulation (TDLR), Architectural Barriers Division, PO Box 12157, Austin, TX 78711, Telephone: 512-463-3211; web site <http://www.license.state.tx.us>.
- 4 Lessee reserves the right to survey or inspect construction/renovation to ensure space complies with all requirements at any time.
- 5 Any new construction for the Premises shall be constructed by Lessor to conform to New Construction Notes in Exhibit C1 and Lease Requirements outlined in Exhibit B and B1.

**EXHIBIT D**  
**TENANT ESTOPPEL LETTER**  
(To be completed once lease agreement is signed by Lessor and Lessee)





**NOTE**  
NO PARTIAL BOARD TO BE USED IN THIS PROJECT APPROVED

DESIGNER	EDITHO LAMPOUSA
OWNER	TEXAS YOUTH COMMISSION
DATE	02-21-07
PROJECT	PROPOSED HALF WAY HOUSE
SCALE	1/2" = 1'-0"

**PROPOSED HALF WAY HOUSE  
TEXAS YOUTH COMMISSION**



TEXAS YOUTH COMMISSION  
8400 EAST HIGHWAY 290, SUITE 202  
ALBERTA, TEXAS 79735-1033  
PHONE: (817) 433-3734  
FAX: (817) 433-3703

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