

**INVITATION TO BID
BID No. 694B-52-03-DALLAS**

NOTICE TO BIDDERS

The Texas Youth Commission is soliciting a bid for a Residential Facility for Juveniles in Dallas, Texas.

All bids must be received by the Texas Youth Commission no later than the bid opening date and time of January 15, 2003, 1:00 P.M. CST. No bids will be accepted after the bid opening date and time.

Notice is hereby given that any interested Bidders shall be invited to attend a pre-bid conference on Friday, December 13, 2002, 1:00 P.M. CST at the Texas Youth Commission, 4900 N. Lamar Boulevard, 2nd Floor, Human Resources Conference Room, Austin, Texas. The conference will enable prospective Bidders in preparing and submitting bids. There will be an opportunity for prospective Bidders to ask questions relating to this bid.

Inquiries regarding this bid, contact:

The Texas Youth Commission
Attention: Carole Fint, Leasing Officer
4900 N. Lamar Boulevard
Austin, TX 78751
Telephone: 512/424-6265

e-mail: carole.fint@tyc.state.com

NOTE:

In addition to the requirements stated on the face of the bid form on page 3, the following must be submitted with your bid:

- All Bidders must complete the HUB subcontracting forms in Exhibit "B".
- A full legal description (current and complete) of the property, attached to the bid.
- If the Bidder is not the current owner of the property, attach evidence establishing the Bidder's authority to sign the bid.
- Legally enforceable documentation providing Bidder's ownership of control of the property in accordance with Specification I.E.5.
- If applicable, any Addenda shall be signed and returned as part of the bid submitted.

If the above information is not received with the bid, the bid may be disqualified.

TABLE OF CONTENTS

Bid No. 694B-52-03-DALLAS

Cover Page	1
Table of Contents	2
Bid Form.....	3
Bidding Requirements	4
Terms and Conditions.....	5
General Information	7
Specifications	8
I. CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS.....	8
A. LOCATION CRITERIA.....	8
B. LEASE TERM	9
C. LEASE SPACE REQUIREMENTS	9
D. REQUIRED SERVICES	11
E. PERFORMANCE REQUIREMENTS	12
II. SITE AND BUILDING REQUIREMENTS	15
A. GENERAL – BUILDING	15
B. HAZARDOUS MATERIALS AND ASBESTOS CONTAINING BUILDING MATERIALS	16
C. TEXAS CIVIL STATUTES (T.C.S.) AND UNITED STATES CODE.....	17
D. SPECIAL REQUIREMENTS.....	18
E. BUILDING EXTERIOR AND GROUNDS.....	19
F. INTERIOR.....	19
III. SAFETY.....	22
IV. MECHANICAL, ELECTRICAL AND TELECOMMUNICATIONS	22
A. HEATING, VENTILATION AND AIR CONDITIONING	23
B. ELECTRICAL.....	23
C. TELECOMMUNICATIONS	24
EXHIBIT A... ESCALATION CLAUSE	26
EXHIBIT B... HUB SUBCONTRACTING PLAN	27
EXHIBIT C... SAMPLE LEASE FORM.....	30
EXHIBIT D... SUGGESTED HALFWAY HOUSE PLAN.....	37



INVITATION FOR BID: 694B-52-03-DALLAS
 ISSUE DATE: November 15, 2002.
BID PERIOD CLOSURES: January 15, 2002 11:00 AM

Mail Sealed Bids to

TEXAS YOUTH COMMISSION

Hand Deliver/Overnight Mail To
 4900 North Lamar Boulevard, 2nd Floor
 Austin, TX 78751
 Regular Mail: P. O. Box 4260
 Austin, TX 78765

SEALED BID ENVELOPE must show bid period opening date and Invitation For Bid number in lower left corner of envelope and show return address of Bidder.

Please Note Attached Bidding Requirements and Lease Specifications

The Texas Youth Commission is seeking bids for a total of **7,203** USABLE SQUARE FEET OF SPACE, partitioned according to the requirements outlined in the attached lease specifications and drawing.

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

TOTAL COST PER MONTH

TOTAL SQUARE FOOTAGE: _____ sq. ft. TOTAL BID \$ _____/Month

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

Street Address of Building (**Attach Full Legal Description**) _____

Existing _____ To Be Built _____ Historic _____
 (Check all that apply.)

City _____ County _____ State _____ Zip _____

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

WARNING:

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

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

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

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

 Name of Proposed Lessor

 Address of Proposed Lessor

 City County State Zip

 Area Code Telephone Fax

 Signature:

 Print Name:

 Title:

Corporate Charter # _____ Vendor I.D. # _____ Historically Underutilized Business (HUB)** Yes or No
 (Circle)

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

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

BIDDING REQUIREMENTS

1. Notice of the Texas Youth Commission's award will be sent to the successful proposed Lessor as part of the formal state Lease. A binding contract with the State exists and shall be dated from the date of the Notice of award. Signature on the formal State Lease will be required as a prerequisite to processing any payment vouchers from the Lessor.
2. Proposed Lessor shall comply with Texas Youth Commission Rules relating to receipt and tabulation of bids whether or not those requirements are set out in this section
3. Usable space, as required in the attached specifications, is defined in the Building and Procurement Commission Rule 1 TAC 115.1(16). The Texas Youth Commission reserves the right to inspect the premises at any time before or during the lease period to verify space and services furnished.
4. The Texas Youth Commission reserves the right to reject any or all bids and to waive minor technicalities connected therewith.
5. Bids must be submitted on this form only and bid prices must be firm for the Texas Youth Commission acceptance for 30 days from the bid opening date. Each bid shall be placed in a separate envelope and properly identified. See instructions on the face of the Invitation for Bid (IFB).
6. Bids mailed by either conventional postal service or private delivery services shall be sent to the address listed in the Invitation for Bid.
7. Late bids will be returned unopened, provided Invitation for Bid Number, bid period closing date and proposed Lessor's return address are shown on the envelope. Otherwise, they will be opened to identify and then returned.
8. Bids cannot be altered or amended after the bid opening date. Any alterations made prior to bid opening must be initialed by the proposed Lessor or his authorized agent. No bid can be withdrawn after the bid opening without approval by the Texas Youth Commission based on acceptable reason in writing.
9. No substitutions or deletions will be permitted without written approval of the Texas Youth Commission and no agreements obtained without the Texas Youth Commission's written approval can, in any way, vary the terms and conditions of this Invitation for Bid, or any contract that may result therefrom.
10. Per Texas Government Code, Title 10, Subtitle D., the Texas Youth Commission is to give first consideration to any structures that have been designated Recorded Historic Landmarks or on the National Register of Historic Places or have been designated landmarks by the local governing authority. Please indicate on the face of this bid if the space offered meets the requirements of Texas Government Code, Title 10, Subtitle D.
11. When space offered is to be constructed, the Texas Youth Commission may require additional information to be submitted prior to award.
12. A Historically Underutilized Business (HUB) is defined by statute as (a) a corporation formed for profit in which at least 51% of the equity is owned by one or more women or Black, Hispanic, Asian Pacific, or Indian Americans, (b) a sole proprietorship 100% owned, operated, and controlled by such person(s), (c) a partnership in which such person(s) own at least 51% of its assets and interest and have proportionate control of partnership affairs, (d) a joint venture of HUB's or (e) a supplier contract between a HUB and Prime contractor under which the HUB manufactures, distributes, or warehouses and ship supplies. For more information contact Jose Montoya, HUB Administrator, Texas Youth Commission, P.O. Box 4260, Austin, Texas 78765, or by calling (512) 424-6256.
13. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

**Texas Youth Commission
Invitation for Bid**

**ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID
ANY EXCEPTIONS THERETO MUST BE IN WRITING**

1. BIDDING REQUIREMENTS;

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Bidder agrees to comply with all terms and conditions contained in this document and the IFB/RFQ/RFP.
- 1.3 Bidder guarantees product offered will meet or exceed written specifications identified in the IFB/RFQ/RFP.
- 1.4 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.5 Bids should be submitted on this form. Bids must be time stamped at location stated on the first page of the IFB; on or before the hour and date specified for the bid opening.
- 1.6 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.7 **Freight Charges & F.O.B. Point** – All quotes/bids shall be F.O.B. Destination, transportation prepaid and allowed (dock and/or store-door delivery) unless special contract instructions direct or permit otherwise.
- 1.8 Bid prices are requested to be firm for TYC acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.9 Bidder should enter Payee ID Number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.10 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the TYC based on an acceptable written reason.
- 1.11 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.12 The State reserves the right to accept or reject all or any part of any kind, waive minor technicalities and award the bid to best serve the interests of the State.
- 1.13 Consistent and continued tie bidding could cause rejection of bids by the TYC and/or investigation for antitrust violations.
- 1.14 Inquiries pertaining to IFBs must include the requisition number, class/item codes, and opening date.
- 1.15 **Bid Preparation Expense** – Any expense related to the submission of a bid is the sole responsibility of the bidder. The state will not reimburse bidders for any cost related to bid preparation or submission.

2. SPECIFICATION:

- 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Texas Government Code, Title 10, Subtitle D,

Section 2155.067. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.

2.2 **CONDITION OF PRODUCTS** – All items bid shall be new and unused, of current production, and in first class condition, including containers suitable for shipment and storage, unless otherwise specified in the IFB/RFQ/RFP.

2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.

2.5 The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).

2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. **ACCESS TECHNOLOGY CLAUSE:** The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included with the technology or because it is readily adaptable by use with other technology, of:

3.1 providing equivalent access for effective use by both visual and nonvisual means;

3.2 presenting information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; and

3.3 being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this clause, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.

4 BID EVALUATION:

- 4.1 The State reserves the right to award on the basis of a low line item, low total (group or groups) or in any combination that will best serve the interests of the State.

4.2 The State reserves the right to reject or accept all or any part of a bid, waive minor technicalities and make an award in the best interest of the State.

4.3 A response to an IFB/RFQ is an offer to contract with the State based upon the terms, conditions and specifications contained in the IFB/RFQ. Bids do not become contracts until a signed Notice of Award, Purchase Order or Contract is issued.

4.4 The contract shall be governed, construed and interpreted under the laws of the State of Texas as the same may be amended from time to time. Any legal action must be filed in Travis County, Texas.

5. **TIE BIDS** - Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (Preferences).

6. DELIVERY

6.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days means calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.

6.2 If delay is foreseen, vendor shall give written notice to TYC. Vendor must keep the ordering agency advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes the TYC to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

6.3 No substitutions permitted without written approval of TYC.

6.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

6.4.1 **IDENTIFICATION OF SHIPMENTS** – In addition to the complete destination address, each package must be clearly marked with the agency purchase order number as shown on the order. Each shipment must be accompanied by a packing slip referencing this information.

7. **INSPECTION AND TESTS** - All goods are subject to inspection and test by the Agency. Authorized TYC personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods, which have been delivered and rejected in whole or in part may be, at the State's option, returned to the vendor at vendor's risk and expense or disposed of in accordance with TBPC's Rules or State statutes. Latent defects may result in revocation of acceptance of any product.

8. **ACCEPTANCE** – Inspections shall occur when the merchandise is being unpacked, uncrated, etc., the merchandise shall be checked against the purchase order for damages, shortages and compliance with the order's specifications. The agency shall inspect all shipments received against purchase orders and report any discrepancies (allowance for concealed damages) to the vendor no later than 15 days from

initial delivery. All deliveries shall be subject to further inspection prior to acceptance (e.g., concealed damages, shortages, etc.). A vendor must be required to pick up any merchandise not conforming to specifications and replace the merchandise immediately.

9. **AWARD OF CONTRACT** - A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a signed purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, 2157.003 shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

10. **DAMAGES FOR FAILURE TO PERFORM** - A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the agency and/or the State of Texas. If merchandise delivered under a contract has been used or consumed by the agency and on testing is found not to comply with specifications, no payment may be approved for such merchandise until the amount of actual damages incurred has been determined. A vendor who fails to pay such damages assessed by the agency/state may not be awarded additional contracts until such damages have been paid or the matter has been otherwise resolved.

11. **PAYMENT** - Invoices (2 copies) must be submitted in duplicate to the receiving entity and must indicate the vendor's Texas Payee Identification Number, must show the receiving entity's name, must correspond with the item(s) as numbered on the purchase order, shipment date of merchandise and applicable purchase order number and date of purchase order. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

12. **PROMPT PAYMENT** - Terms of payment shall be in accordance with Chapter 2251 Texas Government Code.

13. **PATENTS OR COPYRIGHTS** - The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

14. **VENDOR ASSIGNMENTS** - Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

15. **BIDDER AFFIRMATION** - Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

15.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

15.2 The bidder is not currently delinquent in the payment of any franchise tax owed to the State of Texas.

15.3 Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see #14, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

15.4 Pursuant to section 2155.004 Government Code the bidder has not received compensation for participation in the preparation of the specifications for this IFB.

15.5 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

15.6 Pursuant to Section 2155.004 Government Code, the bidder certifies that the individual or business entity named in this bid 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.

15.7 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 any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

15.8 Bidder 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.

15.9 Bidder certifies that they are in compliance with section 669.003 of the Texas Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former executive: _____
Name of State agency: _____
Date of separation from State agency: _____
Position with bidder: _____
Date of Employment with bidder: _____

15.10 Bidder agrees to comply with Texas Government Code 2252.901. Has the Bidder and/or any of his employees been employed by TYC within the last 12 months? No Yes

If yes, please fill in the following:
Name of Former Employee _____
Date of separation from TYC: _____
Date of employment with Proposed Bidder: _____
Position with Proposed Bidder: _____

15.11 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

16. Pursuant to Section 231.006 (c), Family Code, bid must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Attach name & social security numbers for each person. This information must be provided prior to contract award.

17. **NOTE TO BIDDER** - Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid.

18. **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.

19. **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.

20. **ADDITION/DELETION** - Amendments may be made for additions and/or deletions of goods or services under the same terms and conditions of this order.

21. **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.

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

23. **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 bid 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."

24. **MATERIAL SAFETY DATA SHEETS** - A vendor must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheets (MSDS). If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.

**Texas Youth Commission
General Information
Bid No. 694B-52-03-DALLAS**

AUTHORITY

Pursuant to the authority granted by Chapter 61 of the Texas Human Resources Code, Title 3 and House Bill 1, 75th Legislature, Facilities and Services for Children, the Texas Youth Commission hereby requests all interested parties to submit bids for the lease of a facility to be used as a Residential Facility for Juveniles.

DESCRIPTION OF FACILITY

Such facility shall be a 24-bed Residential Facility for Juveniles.

Residential Facility for Juveniles: A building or buildings and appurtenant area, designed, built and installed for the purpose of the custody, care, subsistence, education, treatment and training of a person or persons duly committed to the Texas Youth Commission by a court of proper jurisdiction for criminal conduct committed by such person or persons who have not attained their 21st birthday.

PROFILE OF YOUTH TO BE SERVED

The following is a typical student profile of youth served in the Texas Youth Commission. Some or all of these youth have the potential to be served at this facility.

- Youth with special education needs.
- Youth who require immediate educational remediation in the areas of reading, writing and math.
- Youth that have an average scholastic achievement level of 5.9 grade equivalent.
- Youth that have substance abuse problems.
- Youth with adaptive living skills deficits.
- Youth ages will range from 14 to 21 years with the average being 17 years.
- Youth that have committed misdemeanor or felony offenses.
- Youth with an average IQ of 90.

**Texas Youth Commission
SPECIFICATIONS
For Residential Facility for Juveniles**

I. CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS

The Texas Youth Commission (“Lessee” or “TYC”), desires to lease space to be used as a Residential Facility for Juveniles. Space shall meet the minimum specifications contained within these Lease Specifications.

A. Location Criteria

1. Space shall be located within the city limits of Dallas, Dallas County, Texas.
2. Site must be on or within 450 feet of a primary street or highway. For purposes of this specification, a primary street or highway shall be defined as a fully surfaced public street, thoroughfare or highway.
3. Public bus transportation must be available within a reasonable distance to 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.
4.
 - A. The property may not be located within 1,000 feet of the property boundaries 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 the notice, hearing and approval provisions of Chapter 244, Texas Local Government Code and 37 T.A.C. § 81.61 (notice requirements and local consent) unless it is an existing TYC residential facility. Lessee will review bid sites for compliance. Written evidence of compliance with notice requirements and local consent may be required.
 - B. If a bid is submitted for property that requires the completion of the notice requirements and local consent and that bid is the Successful Bidder, TYC will give notice of its Intent to Award the lease subject to the completion of the notice requirement process and consent by applicable local governments, and the Successful Bidder will hold its bid open for acceptance by TYC for thirty (30) days after the successful completion of the notice requirement and consent by the applicable local governments. TYC reserves the right to cancel at any time the Intent to Award to a Successful Bidder subject to the notice requirement and local consent if in TYC's sole judgment TYC will be unable to comply with the notice requirement and/or obtain local consent for the Successful Bidder's site in a timely manner for the completion of the proposed facility by the date stated in this IFB. Unless a location is exempt from the local consent requirement, TYC will not make an award for this IFB without local governmental consent.
 - C. TYC will provide the required notifications except for onsite signage and obtain local consent, if practicable. Successful Bidder will provide at its own expense all signage required for the successful completion

of the notice requirement and local consent process. Successful Bidder will provide any requested assistance to TYC in the notice and local consent process. TYC does not warrant or guarantee that it can obtain local consent as required by Chapter 244, Texas Local Government Code. TYC is not responsible for any losses suffered by Successful Bidder as a result of TYC's failure to provide the required notifications or obtain local consent.

5. It is preferred that the facility be in the proximity of adequate educational and medical care.

B. Lease Term

1. Initial Term of Lease: Term of lease shall be **120** months, from **September 01, 2003** (commencement date) through **September 30, 2013** (termination date).
2. Space must be ready for final inspection, acceptance and occupancy for Lessee 15 days prior to the commencement date. This period of time shall be at no charge to the Lessee. The Lessee may do whatever is necessary during said period to ensure it is able to commence normal business operations on the first day of the stated lease period.
3. Extensions: Upon proper notice of intention to exercise this option and by mutual agreement between the Lessee and Lessor at that time, this lease may be extended up to 2 times for periods of up to 60 months each for a total of 120 months, under the same terms and conditions. The Lessee shall give Lessor notice of intention to exercise this option at least 180 days prior to expiration of this lease.
4. This lease shall contain a CPI Escalation Clause as provided as Exhibit A in this Invitation for Bid.
5. Holding Over: The Lessee may, upon written notice to the Lessor at least thirty (30) days prior to termination of this lease or any extension, remain in possession of the Leased premises for a period specified in the notice, not to exceed one-hundred twenty (120) days. The Lessee shall pay the Lessor for each month or part of a month, a pro-rata sum equal to the monthly rent in effect at the termination of this lease for the space occupied by the Lessee during this period. If the space to be occupied during the holdover period is less than the space under contract at the ending date of lease, Lessor, at Lessor's cost, may relocate the Lessee to alternate space acceptable to the Lessee, if necessary to re-let the remaining space.

C. Lease Space Requirements

1. Square Footage. The space to be occupied shall contain a minimum of **7,203** 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:

6 Bedrooms with 4 closets each
6 Student Restrooms (one Accessible)
5 Staff Offices
1 Dining Area
1 Dayroom

- 1 Kitchen/Dishwashing Area
- 1 Pantry
- 1 Telephone /Data Room
- 1 Staff/Visitor Toilet
- 1 Classroom
- 1 Classroom Storeroom
- 1 Classroom Toilet
- 1 Janitor Closet
- 1 Storeroom
- 1 Laundry Room
- 1 Clothing/Linen Closet
- 2 Exterior Storage Rooms

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 stainless steel tables as shown on drawing
- 1 - 3' x 5' s/s island table with pan rack
- 1 - 3 compartment s/s sink
- 1 - dish washer Hobart WM5 with compatible booster heater
- 1 - hand wash sink, kitchen hood with suppression system

2. Floor Plans: A suggested floor plan is shown in Exhibit "D".
3. Lot Size. The minimum lot size should be 25,000 square feet with a minimum lot width of 100 feet. The building should be located towards the front of the lot and with visual access from the street. No portion of the lot shall be used to access adjoining property or properties.
4. Recreation Area. Lessor should provide a 40'-0"x50'-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 electrical outlet at basketball goal. Area shall be connected to building with a concrete walkway. Recreation area slab shall be located at the building rear.
5. Parking. Lessor should provide off street parking for nine (9) 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.
6. 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 3'-0" wide and sloped as necessary to accommodate the handicapped according to ADA and ADAAG standards and requirements. Sidewalks should be broom finished.
7. 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.

8. Hallways. All major interior hallways should be 4 feet wide. All other internal hallways shall be a minimum of 4 feet wide and shall be clear and free of obstructions.
9. Ceilings. Ceilings in all areas shall be a minimum of 8 feet high clear of any structure, piping or ducting.
10. 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 TYC on all days the TYC is required to conduct its business. 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 closet 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.

Successful Bidder will provide an air quality survey by a certified professional indicating compliance with ASHRAE 62, 55 and certifying the air quality is free from hazardous mold. Lessee's acceptance of the premises is contingent upon certification, which indicates the building, and property is clear of hazardous mold.

3. Lessor, at his expense, shall furnish and maintain 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.
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.

6. Lessor shall furnish exterior lighting for the building and parking area(s) necessary for security. The light fixtures shall be equipped with a light level sensitive device that will operate the units automatically. Lessor shall provide a minimum of five (5) foot candles of illumination, measured on the ground surfaces of the hard surface material of the parking area and adjacent walkways.
7. 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 the lease contract.
2. This IFB allows sufficient time for receipt of the preferred mail response. The TYC shall not be responsible for bids being received late, illegible, incomplete, or otherwise non-responsive.
3. Estimated moving cost will be considered in the bid evaluation. The estimated moving cost for the TYC Cottrell House is \$6,500.
4. The Lessee will not accept a bid where the site is to be "mutually agreed". The Bidder must identify a specific site, by address and/or legal description. Before award of contract, if the TYC so requests, the Bidder must demonstrate that the Bidder had control of such site as of the bid opening date and time, and that the Bidder still has such control. Control shall be demonstrated by executed documents illustrating ownership, contract, or by other enforceable agreement, acceptable to the TYC, providing the Bidder with such actual control.
5. The TYC will NOT accept any bids without a specific legal description AND legally enforceable documentation proving ownership or control of the property offered. Only ONE legal description may be submitted per bid.
 - (a) *If the property bid is currently owned by the Bidder, the bid must include the following to support ownership of the offered property, or it may be disqualified:*
 - (1) *A legible copy of a recorded deed showing the name of the owner(s) and legal description. The names of the owner(s) must match the names of the Bidder(s). The recorded deed must include the legal description of the property bid.*
 - (2) *If the legal description in the deed does not describe the property bid (because of re-subdivision or other reasons), the Bidder shall attach a current legal description of the specific property bid and a plat map clearly identifying the specific property offered for bid.*

- (3) A bid submitted by multiple owners must have the signature of each co-owner.
 - (b) If the property bid is not owned by the Bidder, the bid must include the following to prove the Bidder has control of the offered property, or it may be disqualified:
 - (1) A legible copy of the fully-executed document demonstrating the Bidder's 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 Lessor, between the Seller and Bidder. (purchase price information may be redacted if the Bidder wishes to keep this information confidential.) Any documentation submitted to prove the Bidder has control of the property must contain clear language specifying the legal description *of the offered property* and period of control, which must NOT terminate prior to 60 days after the bid opening date.
 - (2) A copy of a recorded deed showing the name of the owner(s), which must exactly *match the name of the seller(s) under requirement B.1. above. The recorded deed must include the legal description of the property conveyed.*
 - (3) If the legal description in the deed does not describe the property bid (because of re-subdivision, partial sale or other reasons), the Bidder shall attach a plat map clearly identifying the specific property offered for bid.
 - (4) A bid submitted by multiple owners must have the signature of each co-owner.
 - (c) A bid submitted by an agent MUST include a copy of the legally enforceable document, acceptable to the Lessee, identifying the agent, principal, scope and duration of the agency.
 - (d) A bid submitted by multiple owners must have the signature of each co-owner.
6. Bidder shall attach to their bid a full and complete legal description of the property bid.
 7. The Bidder must provide two (2) copies of the proposed site plan to the Lessee at post-bid review for compliance with the Lease Specifications. 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.
 8. Lessee reserves the right of inspection and may reject buildings based on adverse building conditions, including but not limited to general cleanliness, appearance of carpet or tile, grounds-keeping, finished interiors or exteriors, odors, pests, insects, or other problems relating to improper extermination and any other condition that would create unsanitary, unattractive or unsafe conditions in and around the leased space.
 9. When the TYC awards the lease contract, the "Bidder" becomes the "Lessor," and is responsible for all obligations of "Bidder" and all obligations of "Lessor."
 10. In submitting a bid, Bidder covenants and represents that the property offered is properly zoned for the use intended under these lease specifications.

11. Within thirty (30) days after award of the contract, the Lessor shall provide to the TYC written evidence that funds sufficient to complete the project in accordance with the bid specifications are available or have been committed by a lending institution. Such written evidence must be acceptable to the TYC 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.
12. 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.
13. 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 Lessor'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 60 days of the date of Notice of Award. The space layout shall be acceptable to the Lessor, 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 each agency shall be submitted prior to occupancy of the space and any lease payment. [Note: Only the successful Bidder (Lessor) is required to submit floor plans. Floor plans are not required at the time of bid opening.]
14. If the building is to be built or substantially renovated prior to occupancy by the agency, two complete sets of architectural, mechanical and electrical drawings shall be furnished prior to start of construction to Carole Fint 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 statutes. On completion of construction or renovation Lessor will provide Lessee with a complete set of as built drawings.
15. If the current Lessor is the successful Bidder, the successful Bidder will coordinate all work with TYC's Facility Administrator in such a manner that the work will disrupt the existing program to the minimum extent possible and shall be completed by August 1, 2003. If necessary, the successful Bidder will work non-regular hours, including but not limited to weekends and short shifts, and will phase the work in such a manner for minimum disruption.
16. 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 a standard practice of the trade.
17. **Historically Underutilized Business**
 - (a) It is the policy of the State of Texas and TYC to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses ("HUBs") in all contracts. Accordingly, TYC has adopted Exhibit "E", as policy on Utilization of

HUBs. The policy applies to all contracts. If TYC determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Proposal/Bid. Failure to submit the required HUB Subcontracting Plan will result in rejection of this Proposal/Bid.

- (b) Opportunities exist for HUBs to be used not only in the building of a facility, but also throughout the term of the lease.
 - (c) If Proposer/Bidder has no subcontractors in place at the time of proposal/bid, Proposer/Bidder shall submit and sign the GFEP in Exhibit "E". If Proposer/Bidder plans to subcontract, Proposer/Bidder will need to complete the GFEP and identify the HUB subcontracting vendor(s).
- 18. Lessor, at Lessor's expense, shall provide the Lessor a copy of the Certificate of Occupancy issued by the appropriate city at least fifteen (15) days prior to the commencement date of the lease.
 - 19. All time limits stated herein are of the essence of the lease contract.
 - 20. At least sixty (60) days prior to the commencement date of the lease, the successful Bidder shall provide to the Lessee and Lessor written evidence that required services, in accordance with the bid specifications, have been solicited and contracted for or otherwise provided for. Such written evidence must be acceptable to the Lessee and Lessor in form and substance. Services shall include but not be limited to janitorial and exterminating.
 - 21. Within thirty (30) days after award of the contract, the successful Bidder must 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.
 - 22. 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.

II. SITE AND BUILDING REQUIREMENTS

A. General - Building

- 1. 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, and Lessor hereby covenants that the space made the subject of this lease will so comply. The Lessee reserves the right, either prior to occupancy of the space or at any time during construction or occupancy of the space, to inspect the premises to verify the Lessor's compliance with the covenant herein made. The Lessee may perform the inspection, or have it performed on behalf of the Lessee. Notwithstanding any such inspection, acceptance of the space by the Lessee does not exonerate the Lessor from meeting all the requirements of these lease specifications at the lease commencement or any time during the Lessee's occupancy of the leased space.

2. Space when occupied under the terms of the lease shall be designated "non-smoking area". Lessor shall comply with any local non-smoking ordinances applicable to the building to be occupied by the Lessee.
3. The building shall be constructed to comply with the Uniform Building Code, most current edition, or the most current code adopted by the City of Dallas, 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, ADAAG and T.D.L.R. standards.
4. 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.
5. The Lessee shall not exercise its authority to request an exemption from any rules and regulations regarding land development. If Lessor seeks or acquires an exemption based on Lessee's authority or status from any rules and regulations regarding land development, such action shall be grounds for termination of the lease by the Lessee.
6. The Lessor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the contractor agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

B. Hazardous Materials and Asbestos Containing Building Materials

1. If Lessor uses or brings any type of material or substance into the facility for which a Material Safety Data Sheet (MSDS) is required; the Lessor shall provide TYC with a copy of the MSDS prior to using or bringing the material or substance into the facility.
2. If the building is of new construction, the Lessor, upon submitting his bid, certifies that no asbestos containing building materials (ACBM) has, or will be used for construction. At, or prior to, the commencement date of the lease, the Lessor shall cause to be delivered to TYC a written certification that the building is in full compliance with all applicable Federal, State and Local laws and regulations prohibiting the use of asbestos containing building materials in the new construction of schools and public buildings, and that the building is free of all ACBM's. Certification must be signed by an engineer, architect, or other such qualified professional who was directly involved in the construction of the building, and who spent a significant amount of time on site overseeing the project.
3. The Lessor, upon submitting a bid for an existing building, certifies that the building is free of friable regulated asbestos containing materials (RACM), or that the building will be free of RACM upon lease commencement. Lessor must provide TYC a complete asbestos inspection/survey report of the

building conducted by a firm and/or individual appropriately accredited and licensed by the Environmental Protection Agency (EPA) and Texas Department of Health (TDH) to perform such work. The laboratory used for asbestos sample analysis must also be accredited and licensed as such. The report must include a conclusion and applicable TDH licenses. The survey report must be provided to TYC within the time period stated above, and shall be in a form and substance acceptable to TYC, at its sole discretion. If report findings warrant, Lessor shall also provide to TYC a written asbestos Operations and Maintenance (O&M) Plan specifying how any remaining non-friable ACBM will be managed within the building, and the appointed representative assigned to manage the O&M Plan (in the event the report indicates the presence of friable RACM, or non-friable ACBM of notable concern).

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

1. In submitting a bid, Lessor certifies that if selected, at the time the facility becomes occupied by TYC and throughout the term of the lease and any additional tenancy, Lessor shall comply with all applicable federal, state and local laws including but not limited to the following:
 - (a) Human Resource Code, Title 3, Chapter 61, which governs TYC's Facilities for Children.
 - (b) Chapter 501, Texas Labor Code and related rules promulgated by the Office of the Attorney General.
 - (c) The Texas Accessibility Standards (TAS) regarding architectural barriers to persons with disabilities promulgated under Article 9102, T.C.S.; as prepared and administered by the Texas Department of Licensing and Regulation; the Americans with Disabilities Act of 1990, Public Law 101-336, 42 United States Code 12101 et seq.; and these specifications, the most stringent requirement (i.e., providing the highest degree of accessibility) shall apply.
 - (d) TYC does not have authority to waive any requirements of Article 9102, T.C.S., and any claim to such waiver is expressly denied.
 - (e) Neither TYC, nor the Texas Department of Licensing and Regulation has authority to waive any requirements of the Federal Americans with Disabilities Act, and any claim to such waiver is expressly denied.
2. Article 9102, T.C.S., requires that all plans and specifications for construction or for the substantial renovation, modification, or alteration of a building or facility leased by the state has an estimated construction cost of \$50,000 or more be submitted to the Texas Department of Licensing and Regulation (T.D.L.R.) for review and approval prior to the time that construction or that substantial renovation, modification or alteration on the building or facility begins. T.D.L.R. is also required to inspect the leased space during the first year of the lease, regardless of the estimated construction cost.
 - (a) If Lessor has contracted with an architect, interior designer, or engineer, the plans and specifications shall be submitted to T.D.L.R. by said architect, interior designer, or engineer who has overall responsibility for the design of the constructed or reconstructed building.
 - (b) Lessor shall submit the plans and specifications to T.D.L.R. if there is no architect, interior designer, or engineer with that responsibility.

- (c) Lessor will be solely responsible for payment of all fees required by T.D.L.R. for performing its functions under Article 9102.

Plans and specifications must be submitted to, and a fee schedule can be obtained from the following address:

Architectural Barriers Program
Texas Department of Licensing and Regulation
PO Box 12157
Austin, Texas 78711

- (d) Within sixty (60) days after bid award, the Lessor shall make arrangements with T.D.L.R. and shall pay the applicable fee for inspection of the space by T.D.L.R.; T.D.L.R. will attempt to inspect the space fifteen (15) days prior to the occupancy date of the lease, as allowed in paragraph 2(c), above. Lessor shall notify T.D.L.R. in writing at the address listed after paragraph 2(c) to make arrangements for inspection of the space.
3. The following specific requirements do not relieve the Lessor from the obligations in paragraph 2(c).
- (a) If the space is "to be built", the space and exterior conditions shall comply with all accessibility standards for accessible sites and accessible buildings applicable to new construction as prescribed in TAS and ADAAG.
 - (b) If the space is in an existing building, the site and building entrances shall comply with requirements applicable to new construction. The space shall be considered a primary function area and shall comply with requirements for accessible buildings applicable to alterations in TAS and ADAAG.
 - (c) If the space is in a qualified historical building or facility, the site shall comply with requirements for accessible site applicable to new construction and the space shall comply with requirements for accessible buildings subject to historical preservation in TAS and ADAAG.
 - (d) In instances where an element of accessibility does not meet the technical requirements of regulations under Article 9102, T.C.S., alterations to achieve compliance will be required unless written justification supporting impracticality is submitted to and approved in writing by the Texas Department of Licensing and Regulation prior to bid. If the Texas Department of Licensing and Regulation determines that full compliance with a technical requirement is impractical, there shall be substantial compliance with the requirement to the maximum extent practical and as established by the Texas Department of Licensing and Regulation.

D. Special Requirements

1. The successful Bidder will be responsible for making major repairs. A major repair is any repair related to the structural or mechanical infrastructure of the facility, including but not limited to, any roof repairs, any exterior wall repairs, any foundation repairs, plumbing and/or sewer repairs exceeding One Thousand Dollars (\$1,000.00), any electrical repairs, any mold remediation, air conditioning and heating repairs exceeding One Thousand Dollars

(\$1,000.00), and any natural gas line repairs. In cases where the Lessee under the belief that the repair will cost less than the \$1000 threshold for a major repair initiates a repair that ultimately exceeds the \$1000 limitation, the Lessee will notify the Lessor who will assume full financial responsibility for the repair. The Lessee will notify Lessor of the need for major repairs by contacting the person designated by Lessor under Subsection D(2) below. In addition, Lessor agrees to pay for any damage(s) resulting from negligence or delays in making aforementioned repairs.

2. Prior to occupancy, Lessor shall provide to TYC the name, address, and office and emergency phone numbers of a contact person for major repairs. Lessor will update the information on the contact person throughout the term of the lease.

E. Building Exterior and Grounds

1. Lessor shall provide and install insulation as follows: A minimum of R-30 in ceilings and R-11 in exterior walls.
2. 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. Any loose or cracked brick shall be replaced to ensure integrity of building envelope.
3. It is required that the building design incorporate glass shading by one of the following methods (listed in order of preference): reflective glass, film on glass, or tinted glass.
4. To the extent it is economically feasible, and where practical, the Lessor agrees to make diligent efforts 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.

F. Interior

1. Carpet. 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 a 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 a unitary latex back that will provide a 20-lb tuft bind, 10 year wear, 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. TYC shall have the right to approve carpet and tile color and type. If TYC deems it necessary to replace the carpet at their expense, TYC has the right to select the carpet and the installers.

2. Walls.

- (a) Interior walls for all bedrooms and bedroom halls shall be hardened to withstand physical attack such as striking fist or kicking foot. Exposed wood paneling is not acceptable. Construction may consist of gypsum board (reinforced with ½" plywood backing), plaster, or CMU. These walls shall be painted with a high quality durable hardener such as "Duraplex" by Triarch Industries. (Triarch Industries can be reached at telephone number (800) 537-6111.) If plywood paneling exists in bedroom walls, these walls shall be painted with hardener. All other walls may be constructed of 5/8" gypsum board if plaster or CMU is not used. A high quality acrylic base enamel paint shall be used to paint these for durability. All interior walls shall be repainted twice during the term of the lease. Repainting shall be done at the discretion of 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 shall be 5/8" fire code. Unless moisture resistant masonry walls are used, the kitchen walls shall consist of gypsum board covered with fire rated fiberglass reinforced panels (FRP) for ease of cleaning and durability.
- (b) All partitions shall be minimum floor to ceiling.
- (c) Kitchen walls, from floor to ceiling, shall be lined with Class A fire rated FRP liner panels over moisture resistant gypsum board. (Glasbord or Nudo are acceptable manufacturers).
- (d) All restrooms shall be ceramic tile finished on walls.
- (e) All exterior walls shall be masonry veneer.

3. 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.

4. Shelving. It is preferred that the storage rooms have built-in wood shelving. Shelving shall begin 24" 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 melamine or a plastic laminate consistent with the leased space décor and approved by TYC. A minimum of one 4'x2' – 4 lamp fluorescent light fixture shall be provided in each storage room and janitor's closet. Shelving in the pantry shall be plastic laminated on the top and front edge for ease of cleaning.

5. Restrooms. It is preferred that Lessor provide two (2) restrooms (1 women's, 1 men's) 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) Client restrooms, one (1) of which must meet handicapped accessibility requirements as prescribed in TAS and ADAAG. Floors in all restrooms must 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. No less than 4' plumbing lines shall be used for drains and sewage.

All restrooms shall be ceramic tile finished on walls and floor. Existing restrooms shall be inspected for leaks, damaged fixtures, trim, vanities or plumbing fixtures. Any required repairs or replacements shall be completed before lessee accepts the building.

6. Windows

- (a) Windows shall be provided for each room as shown on the drawings.
- (b) All windows must meet the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) 90.2 or 100 standards.
- (c) Any exterior windows or glass doors shall have blinds or other appropriate coverings for light control. The coverings shall be in new or like-new condition and shall be in satisfactory working condition. Curtains or drapes are not acceptable.

7. Doors

- (a) All interior doors and exterior doors shall be a minimum of 3 feet wide except for closet doors, which can be 24 inches wide. One closet door shall meet ADA requirements.
- (b) Door(s) between reception area and interior offices and hallways are to be 1-3/4" solid core (3'0" x 6'8") personnel doors.
- (c) 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.
- (d) All interior doors shall be 1-3/4" solid core (3'0" x 6'8") doors with 14 gauge metal doorframes, as approved by TYC. Hollow core doors are not acceptable anywhere.
- (e) All exterior doors to the space must 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. Any exterior doors shall have non-duplicating keys and non-removable hinge pins.
- (f) 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.
- (g) 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 is to be 1/2" tempered.
- (h) 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 are 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.

- (i) All entrance landings at accessible entrances shall meet ADA standards.
- (j) All locks to be part of a master key system. Lessor to furnish two (2) master keys that will pass all locks. TYC to prepare key schedule.

III. 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, stairways, landings of stairs 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.

IV. MECHANICAL, ELECTRICAL AND TELECOMMUNICATIONS

A. Heating, Ventilation and Air Conditioning

- 1. 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 (not from attic or restricted area) 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.

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.

2. 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. The building should be divided into 5 zones as follows: Sleeping areas, Offices, Kitchen/Dining, Living Room and Classroom.
3. Documentation for each accessible control device, including programming instructions, program code (if any) and trouble-shooting procedures shall be provided to the Lessee.
4. All accessible HVAC controls shall have locking covers and one master key (or specially required tool) shall be provided to TYC.
5. A fully adjustable damper shall be installed at each HVAC supply diffuser.
6. 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.
7. All air handler units shall shut down in the event of fire alarm activation.
8. The HVAC units including compressors, fans, coils and other exhaust fans used shall meet efficiency requirements as specified in ASHRAE Standards for low-rise residential buildings.
9. The Food Pantry area shall be maintained at temperatures necessary for dry food storage in accordance with ASHRAE Standards.
10. The Janitor closet shall have continuous exhaust fan and shall not recycle to the HVAC unit.

B. Electrical

1. All telephone and electrical conduit shall be hidden between walls or in ceilings.
2. All electrical wiring and parts shall meet the current National Fire Protection Association (NFPA) National Electric Code.
3. 120v-20 amp, or 220V-30 amp where indicated, electrical duplex outlets shall be provided by Lessor at lease commencement as follows:

4	each	In each Office (one on each wall)
2	each	Dining Area
4	each	Day Room
1	each	Pantry
2 – 4plex	each	Telephone/Data Room
1	each	Storage Room
4	each	Student Class Room
2	each	Laundry Room
2 220-30amp	each	Laundry Room
8	each	Classroom
3	each	Kitchen

3 220-30amp each Kitchen
4 each Hallway—TYC to designate location

Placement of outlets is to be determined by TYC.

4. 120v electrical duplex outlets for computer related equipment shall be provided as follows:

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.

5. 120v electrical duplex outlets for computer related equipment shall be provided as follows:

One in each Office
Two in Reception Area
One in Copy/Fax Room
Eight in Client Classroom

Placement of outlets to be determined by TYC.

6. Circuit loads shall be distributed so that any one branch circuit is not loaded at over 80% of rated capacity.
7. 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.
8. Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.
9. Outlets in restrooms, kitchen and janitor's closet shall be equipped with ground fault outlets.
10. Lighting Levels: The building shall make use of as much natural light as possible. All areas of the building shall have sufficient lighting levels to meet or exceed the American Illumination Society Standards. All student-reading areas shall be provided with 50-foot candles. Bedrooms shall have 30-foot candles. Provide built-in night lighting of 1-foot candle in all bedrooms. Lighting efficiency shall meet ASHRAE 90.1 and 90.2 requirements using fluorescent fixtures with electronic ballasts. All other areas shall have a minimum of 30-foot candles. Exterior lighting shall be provided by use of wall-mounted fixtures with 32-watt fluorescent lights at entry and back yard.

C. Telecommunication and Automation Requirements

1. The Telephone/Data Room must have two (2) 4 ft. by 8 ft. ¾" sheets of interior grade plywood mounted at a point to be specified by TYC. Plywood shall be painted to match the décor of the building.

2. Lessor shall provide and install all telephone/data conduit with electrical boxes. Conduit shall be stubbed 6" above the ceiling and installed per telephone/data company specifications and/or city building code.
3. The Telephone/Data Room shall be ventilated including a 12-inch high by 18-inch wide louver installed in the doors and an air-conditioning supply register with enough air to maintain 70 degrees year round. A separate self-contained unit may be supplied for this room.
4. If access space for cabling and wiring is not open, Lessor shall furnish sufficient conduit access routes through any obstructions, with a pull string in each conduit. Each conduit installed must be at a minimum of four (4) inches.
5. A TYC specified telephone/data maintenance contractor will be responsible for installation of all telephone/data wiring, jacks and equipment. Lessor shall coordinate with the telephone maintenance/service contractor to provide for the required installations at the appropriate times during construction. This coordination shall include provisions for station wiring to be concealed between walls or within power poles as applicable.
6. Lessor shall provide conduit from access point on building exterior to the Telephone/Data Room for telephone lines and data circuits.
7. Lessor shall provide, 30 days prior to lease commencement, electrical service specified by the telephone/data maintenance/service contractor, which might include, but not limited to, a separate circuit and duplexes. If the telephone/data maintenance/service contractor has not been selected prior to 30 days before lease commencement, such service shall be provided immediately upon receipt of request for same from said contractor upon his selection.
8. Lessor is to provide a telecommunications grounding busbar in the Telephone/Data Room to provide a dedicated ground for communications equipment. Location is to be determined by TYC.
9. Lessor is to provide 2 each 4-plex electrical outlets dedicated circuits in the Telephone/Data Room.

EXHIBIT "A"

ESCALATION CLAUSE (25%)

NOTE: This example is for a 25% CPI Escalation provision

1. On each annual anniversary date of the lease, the total monthly cost of the resulting contract may be adjusted by changes in the Consumer Price Index reflecting percentage increases or decreases. **The Lessor must request by letter to the Lessee any increase in rent no later than thirty (30) days prior to the anniversary date.**
2. The Formula for determining the amount of escalation allowable in any given contract year shall be:

Base Factor X Percent Escalation Allowable = Amount of Escalation Allowed:

The new monthly rental would be the monthly rental in effect for the previous year of the contract increased by the "Amount of Escalation Allowed."

3. Percent Escalation Allowable will be based on a percent change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, U.S. City Average) published by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Percent changes shall be rounded to the nearest one tenth of one percent.

For Illustrative Purposes Only:

January, 1985 = 312.6

January, 1986 = 324.3 represents 3.7% increase

4. Base Factor: Twenty-five percent (25%) of the monthly cost on Bid will be the base factor used to calculate the escalation.

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.

5. The first escalation would be **September 01, 2004**, based upon the percent change in the CPI from *June 2003* and *June 2004*. Each succeeding year, the same procedure as outlined above will be used.

EXHIBIT "B"

Good Faith Effort Program (GFEP) for Other Services Contracts

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

The following document must be completed and returned with the bid/proposal in order for the proposal/bid to be considered for award:

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

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

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

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

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

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

NOTE: A list of all Texas Building and Procurement Commission certified HUBs are available by requesting a copy of the HUB Directory through the TYC Business Services Division at 512-424-6256 or by visiting TBPC web site at <http://www.tbpc.state.tx.us>.

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

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

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

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

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



Good Faith Effort Program (GFEP) - Other Services Form

IMPORTANT: This form must be returned with the proposal.

As detailed in Exhibit "E" of this Invitation for Bid, state agencies are required to make a good faith effort to assist Historically Underutilized Businesses (HUBs) in receiving contract awards issued by the State, see Tex. Gov't. Code Ann. Title 10, Subtitle D, Chapter 2161 (formerly Tex. Rev. Civ. Stat. Ann. art. 601b). The Texas Building and Procurement Commission (TBPC) Rules, 1 TAC 111.11-111.24, outline the State's policy to encourage the use of HUBs by state agencies and to assist agencies to achieve these goals through race, ethnic, and gender neutral means. The goal of this program is to promote fair and competitive business opportunities for all businesses in state contracting.

Proposer/Bidder must answer the following questions:

1. If an award is issued, and after the occupying agency occupies the space and begins paying rent, do you plan to utilize a subcontractor to provide any of the following ongoing services:

a. **Building maintenance?** _____ Yes _____ No
If no, please explain _____
If yes, what percentage of the monthly rent will be paid to this subcontracted HUB? _____ %

b. **Custodial/Janitorial?** _____ Yes _____ No
If no, please explain _____
If yes, what percentage of the monthly rent will be paid to this subcontracted HUB? _____ %

c. **Landscaping?** _____ Yes _____ No
If no, please explain _____
If yes, what percentage of the monthly rent will be paid to this subcontracted HUB? _____ %

d. **Extermination?** _____ Yes _____ No
If no, please explain _____
If yes, what percentage of the monthly rent will be paid to this subcontracted HUB? _____ %

e. **Security?** _____ Yes _____ No
If no, please explain _____
If yes, what percentage of the monthly rent will be paid to this subcontracted HUB? _____ %

f. **Property Management?** _____ Yes _____ No
If no, please explain _____
If yes, what percentage of the monthly rent will be paid to this subcontracted HUB? _____ %

g. **Other?** (Please specify: _____) _____ Yes _____ No
If no, please explain _____
If yes, what percentage of the monthly rent will be paid to this subcontracted HUB? _____ %

2. Are you certified as a Texas, Historically Underutilized Business (HUB)? _____ Yes _____ No
If yes, what is your certification number?: _____

FAILURE OF LESSOR TO MEET THE GOOD FAITH EFFORT CRITERIA SET FORTH ABOVE AND ON PAGE 8 OF THIS INVITATION FOR BID SHALL CONSTITUTE DEFAULT UNDER THE CONTRACT.

FAILURE TO FULLY COMPLETE, SIGN, AND RETURN THIS FORM WITH THE PROPOSAL/BID WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL/BID.

Signature: _____ (Signature must be same as on face of proposal/bid.)

Print Name: _____



**PRIME CONTRACTOR
 PROGRESS ASSESSMENT REPORT (HUB-PAR-A/and Non-HUB PAR)
 DOCUMENTATION OF WORK SUBCONTRACTED WITH HUBs/and Non-HUB PAR)**

Date of Award _____ Contract/Requisition Number _____ Object Code (agency use): _____

Contractor Name _____

Contractor Vendor Identification Number (VID Number) _____

Total Contract Amount Paid this Period to Contractor _____

Document HUB/and NON-HUB Subcontractor Information, as applicable below:

Subcontractor/Supplier Name(s)	VID or TBPC Certificate Number for Subcontractor	HUB Certified YES/NO	Total Contract \$ Amount from Letter of Intent with Subcontractor	Total \$ Amount Paid This Period to Subcontractor	Total Contract \$ Amount Paid to Date to Subcontractor	Object Code (agency use only)
TOTAL REPORTED			\$	\$	\$	

Form to be reported monthly/or quarterly according to the dates below to the Texas Youth Commission, Procurement Team. Please identify the month or quarter being reported:

Signature: _____ **Title:** _____

Date: _____ **Month or Quarter Included Deadline Identify Month/Quarter**

- First (Sep., Oct., Nov.) _____
- Second (Dec., Jan., Feb.) _____
- Third (Mar., Apr., May) _____
- Fourth (Jun., Jul., Aug.) _____

EXHIBIT "C"

SAMPLE LEASE FORM

STATE OF TEXAS

COUNTY OF _____

LEASE NO. _____

LEASE AGREEMENT (SAMPLE)

1. PARTIES

This agreement is between _____, hereafter called Lessor and the State of Texas by and through and for the use and benefit of the Texas Youth Commission (TYC), an agency of the State of Texas, hereafter called Lessee.

2. PROPERTY LEASED

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

(legal description here...)

3. MONTHLY RENTAL

(A) Rental Amount. The Lessee agrees to pay Lessor no less than (Amount) dollars (\$_____) per month, which shall be due and payable by Lessee in advance on the first day of the month for which said rentals are due.

(B) CPI Escalation. Each September 1st of the lease beginning in (Year), the total monthly rent of the resulting contract may be adjusted by changes in the Consumer Price Index reflecting percentage increases or decreases. The Lessor must request by letter any increase in rent no earlier than sixty (60) days prior to and no later than thirty (30) days after the renewal date. The CPI Escalation Clause (25%), as provided in Attachment "A", is made a part hereof.

4. TERM OF THE LEASE

(A) The initial term of this lease shall be ten years, commencing on (Date) and ending on (Date), unless sooner terminated as hereafter provided.

(B) Renewal of this lease for up to two (2) additional five-year term may be made upon notification by Lessee in writing of its intent to do so no later than one (1) year prior to the termination date described in the preceding paragraph.

(C) If, during the initial term of this lease, the Lessee does not intend to renew this lease, Lessee must notify Lessor in writing at least one (1) year prior to the expiration of the initial term or the first renewal term.

(D) This lease agreement 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, Lessee upon written notice to the Lessor, may either terminate this lease or amend it in accordance with provisions of the lease.

(E) Should the Lessor be unable to give possession of the demised premises on the date of commencement of the term hereof, payment hereunder shall not begin until possession of the premises is given to Lessee or the premises are available for full occupancy by the Lessee.

5. LESSOR AGREES:

(A) to pay all taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the leased property and improvements during the term of the lease.

(B) 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 Lessee's normal governmental activity.

(C) that the Lessee may bring onto the leased premises any and all equipment reasonably necessary for the efficient exercise of Lessee's governmental responsibilities.

(D) to certify that the building was free of materials containing friable asbestos or asbestos containing materials (ACM), on June 5, 1981, and that Lessor has not placed asbestos or ACM in the building since that date.

(E) to make major repairs. A major repair is any repair related to the structural or mechanical infrastructure of the facility, 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. In addition, Lessor agrees to pay for any damage(s) resulting from negligence or delays in making aforementioned repairs, Five Hundred Dollars (\$500.00), except those described in Paragraphs 6(E) and 6(F), below.

6. LESSEE AGREES:

(A) to pay all utility bills necessary for the proper operation of the duties performed by the Lessee.

(B) to keep the leased premises, property, and buildings in good repair except for major repairs as defined by Paragraph 5(E) above, during the term of the lease.

(C) to provide janitorial services for the space occupied.

(D) to abide by any and all reasonable rules promulgated by Lessor for the proper operation of the subject demised property and appurtenances; provided only that all rules promulgated subsequent to commencement of this lease be submitted to Lessor in writing for consideration and comment at least thirty (30) days prior to implementation.

(E) to repair or replace any part of the leased premises destroyed or damaged by or as a result of students or employees of Lessee or any other employees, agents, representatives, or authorized guests or invitees of Lessee.

(F) to be responsible for repairs related to normal wear and tear of the buildings, including but not limited to, the replacement of carpet, painting, flooring (every forty-two (42) months), and repairs not noted in item 5. E., above.

(G) to not make or allow to be made any alterations or physical additions to the premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld, and upon termination of this lease, by lapse of time or otherwise, all such alterations, physical additions or improvements furnished and installed by Lessee that are permanently attached to the premises shall, at Lessee's option, become the property of Lessor and in consideration for the alteration or improvement, Lessor accepts full responsibility for the physical additions or improvements that become the property of Lessor.

(H) to permit Lessor, or its agent(s) or representative(s), the right of entry into and upon any part of the premises at all reasonable hours to inspect same, provided that

Lessor notifies Lessee of Lessor's intent to enter the premises at least twenty-four hours prior to entry, except in cases of emergency.

(I) to adhere to all applicable statutes, ordinances, codes, rules, and regulations relating to the public health, safety and welfare.

(J) to meet or exceed the requirements for accessibility for persons with disabilities for those privately owned buildings and facilities leased by state agencies under the provisions of Tex. Rev. Civ. Stat. Ann. art. 9102 (Vernon Supp. 2002). The Texas Department of Licensing and Regulation (TDLR) is required to inspect the lease space before the building or facility is occupied in whole or in part by the state for compliance with all accessibility standards and specifications adopted under this article (Tex. Rev. Civ. Stat. Ann. Art. 9102, §5(q)). Lessor will be responsible for payment of all fees required by TDLR for performing its functions under Article 9102, *supra*.

(K) to comply with all applicable provisions of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. Section 12181, et seq.

7. GENERAL TERMS AND CONDITIONS

(A) Lessor further covenants that it has good and sufficient title to the said premises, and has full 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. 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 and defends unto 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 or authority to act in the capacity shown.

(B) Lessor warrants that the operation of the Lessee on the demised premises is not in violation of any city ordinance or statute or any restriction imposed against the demised premises and that said Lessor will indemnify said Lessee for any direct or indirect loss sustained by Lessee as a result of the existence of such restriction, ordinance or statute.

(C) Any signs necessary to indicate Lessee's name, location and governmental purpose shall be prepared and installed in accordance with Lessor's applicable rules and regulations and in keeping with building decor. Any special requirements of Lessee contrary to the above must be agreed to in writing by Lessor.

(D) On termination of this lease, by lapse of time or otherwise, Lessee may, within a reasonable time thereafter, at its option and expense, remove from said premises any and all equipment, appliances or other property placed or owned by it thereon; and shall deliver up said premises and property to Lessor in as good order and condition as they now are, or may be put by the Lessor; provided, however, that reasonable use, ordinary wear and tear, depreciation, damages, or destruction by fire or the elements or unavoidable casualty and repairs, and replacements, for which the Lessor is obligated, are excepted.

(E) If during the term of this lease, said premises, or any portion thereof, shall be condemned for any public purpose, either party hereto shall have the option of terminating and canceling this lease upon thirty (30) days written notice to the other party of its election to so do.

(F) It is mutually agreed between the Lessor and the Lessee that if said building and premises shall, during the term of this lease or extensions thereof, be slightly damaged by fire or any other cause or causes, the same shall be promptly repaired by the Lessee. 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 accordance with the degree or duration of non-use. However, if said building and premises be so damaged as to render said premises unfit for occupancy, then, and from the date of such damage, this lease shall cease and be void; and rent and other obligations hereunder shall be due and payable only to the date of such damage. If the Lessor has available under his control

space which will meet Lessee's needs and offers same to Lessee, the Lessee may, at its option, occupy that space under the same terms and conditions of this lease.

(G) Lessee reserves the right to assign any agency of state government to occupy all or any part of the space described herein, but covenants and agrees that it will not assign or sublet all or any part of the leased premises to any private parties (persons or corporations), except to maintain the responsibilities presently maintained by Lessee.

(H) In the event Lessee shall be in default in the payment of rentals or other charges hereunder or shall otherwise breach its covenants or obligations hereunder, and shall be and remain in default for a period of thirty (30) days after written notice from Lessor to it of such default, Lessor shall have the right and privilege of terminating this lease and declaring the same at an end, and of entering upon and taking possession of said premises, and shall have the remedies now or hereafter provided by law for recovery of rent, repossession of the premises and damages occasioned by such default.

(I) In the event Lessor shall breach or be in default in performance of any of the covenants or obligations imposed upon Lessor by this lease, and shall remain in default for a period of thirty (30) days after written notice from Lessee to it of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default. In lieu of a formal declaration of default and resulting termination as provided above, and in special cases urged by the occupying state agency, the Lessee may withhold payments or rent from Lessor, until such time as the violations have been corrected. If violations of this lease create an emergency situation and threaten the occupying agency's ability to use the premises, the Lessee may correct all or any part of the violations and deduct the cost from rentals due the Lessor. Such extraordinary remedies will only be undertaken in the best interest of the State when a move following termination would be highly disruptive to the occupying agency and detrimental to its statutory functions.

(J) 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.

(K) The relationship between Lessor and Lessee is solely one of landlord/tenant. Lessee's operations on the premises are independent of Lessor's operations, and Lessor has no interest, rights, management, responsibility, control or liability concerning Lessee's operations beyond those set forth in this lease.

(L) This agreement and each and all of its covenants, obligations and conditions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successor in office of Lessee.

(M) All disputes or claims that arise concerning this lease agreement will be made pursuant to Tex. Gov't Code Ann. § 2260 et. seq. (Vernon Supp. 2002).

(N) Lessor shall maintain insurance coverage for the benefit of Lessee to cover Lessee's losses that arise from fire, flood, structural design or defect or other natural or man-made causes, except those described in Paragraph 6(E), above. Lessor shall provide proof of such coverage on the request of Lessee and shall give Lessee reasonable notice of any change if such coverage is modified or terminated.

LESSOR -

By _____

_____ Date

STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared _____
and acknowledged to me that he executed the same for the purposes and consideration
therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2002.

Notary Public in and for
The State of Texas

Printed Name of Notary

My Commission Expires: _____

LESSEE - State of Texas acting by and through the
Texas Youth Commission,
An Agency of the State of Texas

By _____
Paul Reeves
Director Business Services
4900 North Lamar
Austin, Texas 78765
Telephone (512) 424-6261
FAX (512) 424-6337

Date

Approved as to Form:

By _____
TYC Attorney

Date

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Paul Reeves, Director of Business Services of the Texas Youth Commission, an agency of the State of Texas, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2002.

Notary Public in and for the
State of Texas

Printed Name of Notary

My Commission Expires: _____

ATTACHMENT A

CPI ESCALATION CLAUSE (25%)

NOTE: This example is for a 25% CPI Escalation provision

1. On each annual anniversary date of the lease, the total monthly cost of the resulting contract may be adjusted by changes in the Consumer Price Index reflecting percentage increases or decreases. **The Lessor must request by letter to the Lessee any increase in rent no later than thirty (30) days prior to the anniversary date.**

2. The Formula for determining the amount of escalation allowable in any given contract year shall be:

Base Factor X Percent Escalation Allowable = Amount of Escalation Allowed:

The new monthly rental would be the monthly rental in effect for the previous year of the contract increased by the "Amount of Escalation Allowed."

3. Percent Escalation Allowable will be based on a percent change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, U.S. City Average) published by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Percent changes shall be rounded to the nearest one tenth of one percent.

For Illustrative Purposes Only:

January, 1985 = 312.6

January, 1986 = 324.3 represents 3.7% increase

4. Base Factor: Fifty percent (25%) of the monthly cost on Bid will be the base factor used to calculate the escalation.

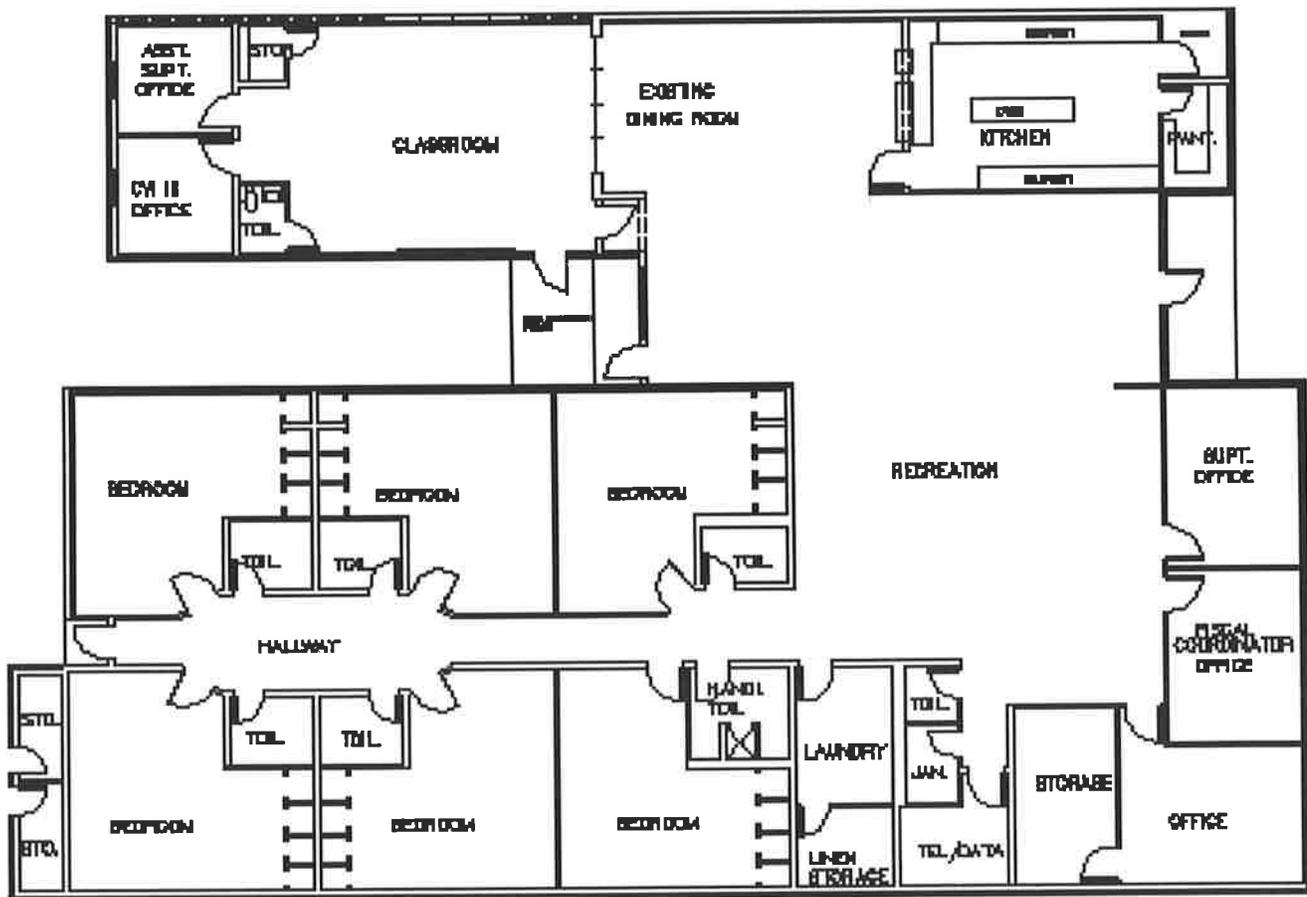
Example:

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 \times 3.7\% = \18.50) and the new monthly rental for the new year of the contract would be \$2,018.50.

5. The first escalation would be **September 01, 2003**, based upon the percent change in the CPI from *June 2003* and *June 2004*. Each succeeding year, the same procedure as outlined above will be used.

EXHIBIT "D"

SUGGESTED HALFWAY HOUSE DESIGN



PROPOSED HALFWAY HOUSE

SCALE : 1/16" = 1'-0"