

INVITATION TO BID
BID No. 694E-50-02-CORPUS CHRISTI

NOTICE TO BIDDERS

The Texas Youth Commission is advertising for a bid for a Residential Facility for Juveniles in Corpus Christi, Texas.

All bids must be received by the Texas Youth Commission no later than the bid closing date and time of January 28, 2002, 11:00 a.m. No bids will be accepted after the bid closing date and time. Bids will be opened at the date and time specified herein.

Notice is hereby given that any interested bidders shall be required to attend a pre-bid conference on Friday, January 11, 2002, 1:00 p.m., at the Texas Youth Commission, 4900 N. Lamar Boulevard, Room 4501, Austin, Texas. The conference will enable prospective bidders to prepare and submit 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
Fax: 512/424-6337
e-mail: carole.fint@tyc.state.com

NOTE:

In addition to the requirements stated on the face of the bid form on page 1, the following must be submitted with your bid:

- All bidders must complete the HUB subcontracting forms in Exhibit C.
- 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.G.4.
- 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.



INVITATION FOR BID: 694E-50-02-CORPUS CHRISTI
 ISSUE DATE: December 27, 2001
 BID PERIOD CLOSURES: January 28, 2002 11:00AM

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 closing date and or 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 7,285 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.

Existing _____ To Be Built _____ Historic _____

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

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 Number

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.

TABLE OF CONTENTS

Bid No. 694E-50-02-Corpus Christi

| | |
|--|----|
| Cover Page | 1 |
| Bid Form..... | 2 |
| Bidding Requirements ... | 4 |
| Terms and Conditions..... | 5 |
| General Information | 6 |
| I. CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS..... | 7 |
| A. LOCATION CRITERIA..... | 7 |
| B. LEASE TERM..... | 7 |
| C. LEASE SPACE REQUIREMENTS | 8 |
| D. REQUIRED SERVICES | 9 |
| E. PERFORMANCE REQUIREMENTS | 10 |
| II. SITE AND BUILDING REQUIREMENTS | 14 |
| A. GENERAL – BUILDING | 14 |
| B. HAZARDOUS MATERIALS AND ASBESTOS CONTAINING BUILDING MATERIALS | 14 |
| C. TEXAS CIVIL STATUTES (T.C.S.) AND UNITED STATES CODE..... | 14 |
| D. SPECIAL REQUIREMENTS..... | 16 |
| E. BUILDING EXTERIOR AND GROUNDS..... | 16 |
| F. INTERIOR..... | 17 |
| III. SAFETY..... | 19 |
| IV. MECHANICAL, ELECTRICAL AND TELECOMMUNICATIONS..... | 20 |
| A. HEATING, VENTILATION AND AIR CONDITIONING | 20 |
| B. ELECTRICAL..... | 20 |
| C. TELECOMMUNICATIONS | 21 |
| EXHIBIT A... ESCALATION CLAUSE | 23 |
| EXHIBIT B... CODES, STATUTES, ORDINANCES, AND STANDARDS..... | 24 |
| EXHIBIT C... HUB SUBCONTRACTING PLAN..... | 28 |
| EXHIBIT D... SUGGESTED HALFWAY HOUSE PLAN..... | 47 |

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 period closing date. Each bid shall be placed in a separate envelope and properly identified. See instructions on the face of the invitation.
6. Bids mailed by either conventional postal service or private delivery services shall be sent to the address listed in the Invitation to 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 period closing date. Any alterations made before closing time must be initialed by the proposed Lessor or his authorized agent. No bid can be withdrawn after the bid period closes 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 Coordinator, 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.
14. House Bill 175, Acts of the 70th Legislature, Regular Session, 1987, provides that after August 31, 1987, a corporation which is delinquent in payment of franchise tax may not be awarded a contract by the State or an agency of the State and may not be granted a license or a permit by the State or an agency of the State. In signing bid, the proposed Lessor certifies that they are not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171, Tax Code. If the proposed Lessor is a corporation, the proposed Lessor is to enter the Corporation Charter Number of Certificate of Authority Number and Taxpayer Identification Number on the face of the bid in the space provided.

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 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Bids should be submitted on this form. Bids must be time stamped at Texas Youth Commission (TYC) on or before the hour and date specified for the bid opening.
- 1.4 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.
- 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated in these specifications.
- 1.6 Bid prices are requested to be firm for Agency acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discount will not be considered in determining an award. All cash discounts offered will be taken if earned.
- 1.7 Bids should give 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. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| Enter Federal Employer's identification number | | | | | | | | | |
| | | | | | | | | | |

Sole owner should also enter Social Security Number

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
- 1.8 Bid cannot be altered or amended after opening time. Any 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 Agency based on an acceptable written reason.
- 1.9 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.
- 1.10 The State reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.
- 1.11 Consistent and continued tie bidding could cause rejection of bids by the Agency and/or investigation for antitrust violations.
- 1.12 ~~The telephone number for FAX submission of bids is 1-512-424-6337. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.~~

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

4. DELIVERY:

- 4.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean 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.
- 4.2 If delay is foreseen, vendor shall give written notice to the Agency. Vendor must keep the Agency advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Agency to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without written approval of the Agency.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval for has been obtained from Agency.

5. INSPECTIONS AND TESTS - All goods will be subject to inspection and test by the State. Authorized Agency personnel shall have access to any 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 delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT - A response to this Invitation for Bid is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. 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. 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. Any legal actions must be filed in Travis County, Texas.

7. PAYMENT - Vendor shall submit an itemized invoice showing State order number and Agency requisition number. The State will incur no penalty for late payment if payment is made in 30 or fewer days from the receipt of goods or services, or receipt of an uncontested invoice, whichever is the latter.

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

9. 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). Inquiries pertaining to IFBs must give requisition number, codes, and opening date.

10. 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:

- 10.1 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.
- 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 10.3 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 section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.4 The bidder has not received compensation for participation in the preparation of the specifications for this IFB.
- 10.5 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/or payment withheld if this certification is inaccurate.
- 10.6 Pursuant to Section 2155.004 Government Code re: collection of state and local sales and use taxes, 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.
- 10.7 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.
- 10.8 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.
- 10.9 Bidder certifies that they are in compliance with Section 618.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 618.003 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: _____

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

11. Pursuant to Section 231.006 (c), Family Code, bid should include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the bid. Bidders that have pre-registered this information on the GSC Centralized Master Bidders List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise, this information must be provided prior to contract award.

12. 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.

Dispute Resolution - The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the ordering agency and the contractor to attempt to resolve all disputes arising under this contract.

**Texas Youth Commission
General Information
Bid No. 694E-50-02-CORPUS CHRISTI**

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 medium restriction 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), desires to rent 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 Corpus Christi, Nueces 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 with minimum of four (4) lanes for movement of traffic.
3. Public bus transportation must be available within 600 feet of the entrance to the facility site and there must be an accessible route as prescribed in TAS and ADAAG (see Item 1.a. (3) of Exhibit B). Any such accessible routes shall be covered with a hard surface material such as concrete, asphalt paving, or comparable surface material.
4. The site may not be located within 1,000 feet of a residential area, a primary or secondary school, property designated as a public park or public recreation area by the state or a political subdivision of the state, or a church, synagogue, or other place of worship without complying with Chapter 244, Texas Local Government Code and 37 T.A.C. § 81.61. Lessee will review bid sites for compliance. Written evidence of compliance with Chapter 244, Texas Local Government Code and 37 T.A.C. § 81.61 may be required at time of bid.
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 *December 01, 2002* (commencement date) through *November 30, 2012* (termination date).
2. Space must be ready for final inspection, acceptance and occupancy for Lessee 15 days prior to their 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 7,285 net usable square feet and shall be partitioned by Lessor to conform generally to the room schedule detailed as follows:
 - 6 Bedrooms
 - 6 Offices
 - 1 Staff Office
 - 1 Dining Area
 - 1 Reception Area
 - 1 Living Room
 - 1 Kitchen/Dishwashing Area
 - 1 Pantry
 - 1 Telephone/Data closet
 - 6 Student Restrooms
 - 2 Staff/Visitor Restroom
 - 1 Group Rooms
 - 1 Multi Purpose Room (Copy/Fax)
 - 1 Records Room
 - 1 Janitor closet
 - 2 Storerooms
 - 1 Laundry Room
 - 1 Clothing/Linen Closet
 - 1 Exterior Storage Room
2. **Lot Size.** The minimum lot size should be 20,000 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.
3. **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" widths. 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.
4. **Parking.** Lessor should provide off street parking for fifteen (15) vehicles. One (1) of these parking spaces must meet handicapped accessibility requirements and size requirements as prescribed in TAS and ADAAG for a 15-passanger van. The size of the non-handicapped parking spaces must be for full sized cars. Parking spaces for the handicapped shall be located as prescribed in ADAAG

and T.D.L.R. standards. The parking area shall be covered with a hard surface material such as concrete, asphalt paving or a comparable material with sufficient durability to withstand high volume traffic and all weather conditions. If needed, the parking area shall be resurfaced and/or repaired to a like-new condition. The parking area must have drainage adequate to prevent accumulation of water. The Lessor shall provide and maintain all parking lot striping and parking stops. The Lessor shall maintain the parking area in good condition and state of repair.

5. Sidewalks. The Lessor should provide sidewalks to connect the parking area to outdoor recreation area and to all building entry areas. Sidewalks shall be a minimum of 4' -0" wide and sloped as necessary to accommodate the handicapped according to ADA and ADAAG standards and requirements. Broom finish walks.
6. Fencing. Lessor should provide a 6'0" high solid fence along back and side property lines. Fencing shall form a complete enclosure from the building to back and side property lines in order to separate overall space from adjoining properties. Lessor will also provide gates as reasonably required. All fence posts shall be 2' galv. Schedule 40 steel set in concrete.
7. Hallways. All major interior hallways should be 5 feet wide. All other internal hallways shall be a minimum of 4 feet wide and shall be clear and free of obstructions.
8. Ceilings. Ceilings in all areas shall be a minimum of 8 feet high clear of any structure, piping or ducting.
9. Single Level. Space shall be contiguous on one floor.

D. Required Services

1. Lessor, at Lessor's own expense shall install and make available for connection on site, all utilities systems (hot and cold water, waste water, garbage, natural gas, telephone and electricity) necessary for the proper and intended use of the space to be occupied by the Texas Youth Commission on all days the Texas Youth Commission is required to conduct it's 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.

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.

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

ADDENDUM #1 (2)

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 accordance with Item 4.(c) of the lease contract.
2. Invitations for Bid allow sufficient time for receipt of the preferred mail response. The Texas Youth Commission shall not be responsible for bids being received late, illegible, incomplete, or otherwise non-responsive.
3. 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 Texas Youth Commission so requests, the bidder must demonstrate that the bidder had control of such site as of the bid closing 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 Texas Youth Commission, providing the bidder with such actual control.
4. The Texas Youth Commission 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*

Do We
Need To
Extend BO DATE
?

10. Within thirty (30) days after award of the contract, the Lessor shall provide to the Texas Youth Commission written evidence that funds sufficient to complete the project in accordance with the bid specifications are available or have been committed by a lending institution. Such written evidence must be acceptable to the Texas Youth Commission in form and substance. Failure to provide such evidence of financing shall constitute a breach of the lease contract and shall entitle the Lessee to exercise, at its option, any and all remedies it may have under the terms thereof. It is expressly provided, however, that in the event of such failure, Lessee's remedies shall include but not be limited to the right to immediately terminate the lease contract by providing Lessor written notice of such termination.
11. 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.
12. 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.
13. 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 statues. On completion of construction or renovation Lessor will provide Lessee with a complete set of as built drawings.
14. If the current Lessor is the successful bidder, the Lessor shall perform the work necessary to comply with the advertised specifications after 6:00 p.m., and on weekends, to minimize inconvenience to the office staff. During the course of the work, Lessor shall continue to meet all obligations and requirements of the current contract, including those related to janitorial duties and air quality. If the Lessee in its sole discretion determines that the Lessor during the course of the work is not keeping the office areas clean, and free of construction dust, materials, vapors, fumes, and the like, the Lessor must provide suitable space during the remaining remodeling which allows for normal operations of the Lessor without interference of construction. Cost for space over the current rent, moving expense, telephone and computer relocation will be the responsibility of the Lessor.
15. Lessee shall have the right to approve the design and quality of the workmanship of the lease space (interior and exterior). The lease space is intended to be completed and finished in all respects, and commonly used items necessary for completion 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.

ADDENDUM 14

16. If all or any portion of the contract will be subcontracted, as indicated on the GFEP Other Services Form, the following documents will be provided to the successful bidder (Lessor) for completion. No later than thirty (30) days prior to occupancy of the lease space, the successful bidder shall provide to the Texas Youth Commission, said forms as referenced on Page 3 of this Invitation for Bid, as follows:
- a. Determination of Good Faith Effort (DGFE)
 - b. The Historically Underutilized Business Solicitation Form (HUB-SF)
 - c. Historically Underutilized Business Letter of Intent (HUB-LOI)
 - d. The bidder providing subcontracting opportunities shall submit to the Texas Youth Commission (GSC) a copy of the written notice of solicitation advertising the subcontracting opportunities (see GFEP Other Services form, criteria number two).

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

- (1) Non-Historically Underutilized Business Progress Assessment Report (NON-HUB-PAR) - documentation of work subcontracted with HUBs.
 - Or
 - (2) Historically Underutilized Business Progress Assessment Report (HUB-Par-A) -documentation of work subcontracted with Non-HUBs.
17. Lessor, 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.
18. All time limits stated herein are of the essence of the lease contract.
19. 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 services.
20. 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.
21. 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.
2. The building shall be constructed to comply with the Uniform Building Code, 1997 Edition, or the most current code adopted by the City of Corpus Christi, 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.
3. 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.

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) Texas Government Code, Title 10, Subtitle D, Chapters 2151 through 2176, which governs the leasing of space for State Agencies.
- (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 selection of proposal, 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. Lessor shall have building maintenance personnel available to respond to routine calls within twenty-four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance shall include, but not limited to, situations involving the Telephone/Data Closet, air conditioning units, electrical wiring, plumbing leaking into occupied areas, roof leaks, disruption of water delivery to or drainage from any portion of the plumbing system, access into and out of the leased space, and environmental control. Prior to occupancy, Lessor shall provide to TYC the name, address, and office and emergency phone numbers of maintenance supervisor and/or contact person.
 2. The Lessor shall provide monthly interior and quarterly exterior building extermination service or when reasonably necessary as determined by TYC. Lessor shall provide a Material Safety Data Sheet (MSDS) for any required substances or materials. Extermination service should commence prior to occupancy of building, thereby insuring insect free conditions upon occupancy.

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.

3. It is preferred 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. ~~Carpet and tile will be replaced as needed throughout the life of the lease and/or when requested by TYC.~~ TYC shall have the right to approve carpet and tile color and type.

2. Walls.

(a) All interior walls shall have a washable surface. Walls to be hardened to withstand physical attack such as striking fist or kicking foot. Wood paneling is not acceptable. If painted textured reinforced gypsum board (reinforced with 1/2" plywood) plaster walls or CMU are used, they shall be painted with a high quality acrylic base enamel paint, shall be repainted and shall be spot painted as follows: If the lease is for five years (60 months) the entire space shall be repainted once during that period of time. If the lease is for a period of more that 60 months, but less than 120 months, the entire space shall be repainted twice during that period of time. Repainting shall be done at a time specified by TYC. Wall surfaces shall be in new or like-new condition, clean and freshly painted or finished and free from cracks and disintegration. Wall colors and accent colors must be approved by TYC. All sheetrock to be 5/8" fire code.

(b) All partitions shall be minimum floor to ceiling.

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 a paint or stain consistent with the leased space décor and approved by TYC. One 4'x2' – 4 lamp fluorescent light fixture shall be provided in each storage room and janitor's closet.
5. Cabinets. The Multipurpose Room (copy/fax) shall have base cabinets on two walls and shall be full length of these two walls. Base cabinets shall be laminated with a heat resistant plastic counter top. Base cabinets are to be approximately 10' long. Standard upper cabinets, with 3 shelves (including the bottom of cabinet) shall be provided and installed on two walls of multipurpose room. All cabinets in the multipurpose room shall be painted to match the décor of the multipurpose room.
6. 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. ~~Restrooms are not to be included in the calculation of net usable square footage provided under this agreement.~~
7. Kitchen. It is preferred that there be a walk-in freezer/cooler of approximately 150 sq. ft. adjacent to the kitchen.
8. Windows
 - (a) At least 15% of the interior finish, floor to ceiling area, of exterior building walls shall have windows. Spacing/Grouping of glazed areas shall be reasonably determined by TYC.
 - (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 will not be acceptable.
9. Doors
 - (a) All interior doors and exterior doors shall be a minimum of 3 feet wide.
 - (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 door frames, as approved by TYC. Hollow core doors are not acceptable.
- (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 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 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 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.

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 and Group Room (one on each wall)
 - 2 each Dining Area
 - 3 each Reception Area
 - 4 each Living 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 |
| 4 | each | Multipurpose Room |
| 3 | each | Kitchen |
| 3 220-30amp | each | Kitchen |
| 4 | each | Hallway—TYC to designate location |

Placement of outlets to be determined by TYC.

- 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.

- 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.

- Circuit loads shall be distributed so that any one branch circuit is not loaded at over 80% of rated capacity.
- 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.
- Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.
- Outlets in restrooms, kitchen and janitor's closet shall be equipped with ground fault outlets.

C. Telecommunication and Automation Requirements

- 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.
- 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.
- 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.
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.

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: 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 **December 01, 2003**, based upon the percent change in the CPI from *September 2002* and *September 2003*. Each succeeding year, the same procedure as outlined above will be used.

EXHIBIT "B"

CODES, STATUTES, ORDINANCES, AND STANDARDS

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

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

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

The Lessee does not have authority to waive any requirements of Article 9102, T.C.S., and any claim to such waiver is expressly denied.

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

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

- (1) If bidder has contracted with an architect, interior designer, or engineer, the plans and specifications shall be submitted to T.D.L.R. by said architect, interior designer, or engineer who has overall responsibility for the design of the constructed or reconstructed building.
- (2) Bidder shall submit the plans and specifications to T.D.L.R. if there is no architect, interior designer, or engineer with that responsibility.

- (3) Bidder shall 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
P. O. Box 12157
Austin, Texas 78711

Telephone: (512) 463-3211

- (4) Within sixty (60) days after award of the contract, the bidder shall make arrangements with T.D.L.R. and shall pay the applicable fee for inspection of the lease space by T.D.L.R.; T.D.L.R. is required to inspect the leased space prior to occupancy of the lease, as allowed in paragraph 1.C.2. Bidder shall notify T.D.L.R. in writing at the address listed after paragraph 1.b.(3) above to make arrangements for inspection of the lease space.

- c. The following specific requirements do not relieve the bidder from the obligations in paragraph 1.b. (3) above.

- (1) 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.
- (2) 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.
- (3) If the space is in a qualified historical building or facility, the site shall comply with requirements for accessible sites applicable to new construction and the space shall comply with requirements for accessible buildings subject to historical preservation in TAS and ADAAG.
- (4) 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 bidding on the lease. 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.

2. Hazardous Materials and Asbestos Containing Building Materials

- a. If Lessor uses or brings any type of material or substance into the lease space for which a Material Safety Data Sheet (MSDS) is required, the Lessor shall provide the Lessee and the Lessee with a copy of the MSDS prior to using or bringing the material or substance into the lease space.
- b. Asbestos Containing Building Materials

- (1) If the building is of new construction, by submitting their bid, the Bidder/Lessor certifies that no asbestos containing building materials (ACBM) has, or will be used for construction.
- (2) If an existing facility is bid, an asbestos inspection is required. If the inspection reveals the presence of ACBM, the Lessor is responsible for the removal, disposal and renovation, of any ACBM encountered in the construction, operations, maintenance, or furnishing of said building or facility. Lessor shall have an inspection/survey completed, and have in place a written Asbestos Management Plan, prepared by an entity appropriately accredited and licensed by the Environmental Protection Agency (EPA), and Texas Department of Health, which describes appropriate actions for surveillance and management of asbestos containing material (ACM). The Asbestos Management Plan must be completed within 60 days of the inspection results.

Said management plan inspection/survey report shall be available for Lessee review at all times. Upon written request by the Lessee, within fourteen (14) calendar days from date of request, a complete copy of survey report, management plan, and Operations and Maintenance Manual must be provided to Lessee .

Failure to comply with the requirements of this specification will result in a material default of the lease and potential cancellation of said lease by lessee.

3. Inspection During Renovation/Construction of Lease Space

To ensure that the lease space is compliant with lease specifications during construction or renovation of lease space, the Lessee may utilize its construction inspectors to inspect the space as deemed necessary prior to the commencement date.

4. The contractor 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.
5. The space to be occupied by the Lessee pursuant to the terms of this lease 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 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 survey, 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.
6. Leased space shall meet all zoning and building code requirements of the Local Government(s) in which the space is located. Lessor shall comply with all Local Government(s) rules and regulations regarding land development including, but not limited to, subdivision requirements, zoning ordinances, site reviews, plan reviews,

development and building permits, inspections, and certificates of occupancy. The Lessee shall not exercise its authority to request an exemption from such rules and regulations regarding land development. If Lessor seeks or acquires an exemption from such rules and regulations regarding land development in direct violation of this paragraph, such action shall be grounds for termination of the lease by the Lessee in accordance with paragraph 5.(n) of the State Lease contract.

7. The Lessee has an agency-wide non-smoking policy. Space to be occupied under this lease shall be designated "non-smoking area". In addition, Lessor shall comply with any local non-smoking ordinances applicable to the building to be occupied by the Lessee.



EXHIBIT "C"

HUB SUBCONTRACTING PLAN (HSP)

Policy on Utilization of Historically Underutilized Businesses (HUBs)

In accordance with the Texas Government Code, Sections 2161.181-182 and section 111.11 of the Texas Administrative Code (TAC), state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Building and Procurement Commission's (TBPC) HUB Rules, 1 TAC 111.11-111.28 encourages the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study:

- (1) **11.9% for heavy construction other than building contracts;**
- (2) **26.1% for all building construction, including general contractors and operative builders contracts;**
- (3) **57.2% for all special trade construction contracts;**
- (4) **20% for professional services contracts;**
- (5) **33% for all other services contracts; and**
- (6) **12.6% for commodities contracts.**

Each state agency shall make a good faith effort to meet or exceed the goals to assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year in accordance with the following procurement goals/percentages. It is the policy of the **Texas Youth Commission** to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F and the Texas Building and Procurement Commission HUB Rules, 1 TAC Section 111.14.

HUB SUBCONTRACTING PLAN (HSP) PROCEDURES

The following procedures are specified pursuant to the Texas Building and Procurement Commission's (TBPC) HUB Rules, 1, TAC, Section 111.13 and 111.14:

- a. **The Texas Youth Commission** entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine if it is probable for subcontracting opportunities under the contract.
- b. If subcontracting opportunities are probable the **Texas Youth Commission** will state such probability in its bids, proposals, offers, or other applicable expression of interest and require the submission of a HSP. The HSP, acceptable to the agency, will be a provision of the contract. The agency will identify the potential subcontracting opportunities and include a list of vendors from the Centralized Master Bidders List (CMBL) that may perform the contract opportunities.
 1. When the **Texas Youth Commission** has determined that subcontracting opportunities are probable, the **Texas Youth Commission** in connection with its bids, proposals, offers, or other applicable expression of interest, will include: (a) Letter of transmittal (HSP-LTR1) attesting that the contractor/vendor has read and understands the Policy on Historically

Underutilized Businesses (HUBs); **(b)** The tabulation of Annual Procurement Utilization Goals (HSP-GOALS); **(c)** Historically Underutilized Business Letter of Intent (HSP-HUB-LOI), identifying the HUBs and/or potential contractor/vendors that will be utilized for subcontracting opportunities, the expected percentage of work to be subcontracted, and the approximate dollar value of that percentage of work; **(d)** Determination of Good Faith Effort (HSP-DGFE Parts 1 and 2), explaining in what ways the potential contractor/vendor's made a good faith effort in the development of the HUB Subcontracting Plan. **(See Attachments A, B, C, D, and E).**

2. When the **Texas Youth Commission** has determined that subcontracting opportunities are probable, but the potential contractor/vendor can perform and intends to complete all the subcontracting opportunities identified by the agency with its employees and resources without any subcontractors, the HSP shall include: **(a)** Letter of transmittal (HSP-LTR2) attesting that the contractor/vendor has read and understands the Policy on Historically Underutilized Businesses (HUBs); **(b)** The tabulation of Annual Procurement Utilization Goals (HSP-GOALS); and **(c)** Statement of Intent (HSP-SOI), attesting that the potential contractor/vendor shall perform the subcontracting opportunities identified by the agency, with its own employees and resources **(See Attachments B, F and G).**

Note: If the potential contractor/vendor selected and decides after the award to subcontract any part of the contract after the award, the contractor/vendor must notify the **Texas Youth Commission**. The contractor/vendor must comply with the good faith effort requirements relating to developing and submitting a subcontracting plan before any modifications or performance in the awarded contract involving subcontracting can be authorized by the **Texas Youth Commission**.

- c. Accordingly, a HSP is required as part of your bids, proposals, offers, or other applicable expression of interest. Responses that do not include the HSP or if the agency determines that the HSP was not developed in good faith, shall be rejected as a material failure to comply with the advertised specifications.
- d. No changes shall be made to an accepted subcontracting plan prior to its incorporation into the contract. State agencies shall review the supporting documentation submitted by the potential contractor/vendor to determine if a good faith effort has been made in accordance with the **Texas Youth Commission** bid specifications.
- e. **The Texas Youth Commission** shall require a potential contractor/vendor to state whether it is a Texas certified HUB.
- f. Potential contractors/vendors shall follow, but are not limited to, procedures listed below when developing a HUB subcontracting plan.
 - (1) Divide the contract work into reasonable lots to the extent consistent with prudent industry practice.
 - (2) Notify HUBs of the work that the contractor/vendor intends to subcontract. The preferable method of notification shall be in writing. The notice shall, in all instances, include the scope of the work, information regarding the location to review plans and specifications, information about bonding and insurance requirements, and identify a contact person. The notice shall be provided to potential HUB subcontractors prior to submission of the contractor's/vendor's bid. The potential contractor/vendor shall provide potential HUB subcontractors reasonable time to respond to the potential contractor's/vendor's notice. "Reasonable time to respond" in this context is no less than five working days from receipt of notice, unless circumstances require a different time period, which is determined by the agency and documented in the contract file. The potential contractor/vendor shall effectively use the GSC's Centralized Master Bidders List, the HUB Directory, Internet resources, and other directories as identified by the GSC or the **Texas Youth Commission** when searching for HUB subcontractors.

Contractors/Vendors shall effectively use the services of minority, women, and community organizations contractor groups, local, state, and federal business assistance offices, and other organizations that provide assistance in identifying HUBs able to perform all or select elements of the HUB subcontracting plan. The potential contractor/vendor shall provide the notice described in this subsection to three or more HUBs that perform the type of work required. The potential contractor/vendor shall provide official written documentation (i.e. phone logs, fax transmittals, etc.) to demonstrate compliance with the notice required in this subsection. **(Form HUB-S – Part 2) (See Attachment E).**

NOTE: A random reference list of Texas certified HUBs and contractors that may be used to performed the subcontracting opportunities has been attached to assist potential contractor/vendors in achieving the program goal. A complete list of all GSC notified HUBs may be electronically accessed through the Internet. The GSC information server is available through the Internet based World-Wide-Web. Although there are alternatives to connect to this data, the preferred method is through the Internet using a Web Browser (like Netscape, Mosaic, etc.). Using a Web Browser, please connect to: <http://www.gsc.state.tx.us>.

- (3) Provide written justification of the selection process, if a non HUB subcontractor is selected through means other than competitive bidding, or a HUB bid is the best value responsive bidder to a competitive bid invitation, but is not selected.
 - (4) Advertise HUB subcontracting opportunities in general circulation, trade association, and/or minority/woman focus media concerning subcontracting opportunities.
 - (5) Encourage a selected noncertified minority or woman- owned business subcontractor to apply for certification by the commission in accordance with the procedures set forth in §111.17 of this title (relating to Certification Process).
- f. If the contract is a lease contract, the Lessor shall comply with the requirements of this section from and after the occupancy date provided in the lease, or such other time as may be specified in the invitation for bid for the lease contract.
- g. In making a determination whether a good faith effort has been made in the development of the required HUB subcontracting plan, a state agency shall require the potential contractor/vendor to submit supporting documentation explaining in what ways the potential contractor/vendor has made a good faith effort according to each criterion listed above. The documentation shall include at least the following **(Form DGFE – Part 1) (See Attachment D – Pages 1 and 2):**
- (1) Whether the potential contractor/vendor divided the contract work into reasonable portions in accordance with prudent industry practices.
 - (2) Whether the potential contractor/vendor sent notices containing adequate information about bonding, insurance, the plans, the specifications, scope of work, and other requirements of the contract to three or more qualified HUBs allowing reasonable time for HUBs to participate effectively.
 - (3) Whether the potential contractor/vendor negotiated in good faith with qualified HUBs, not rejecting qualified HUBs who were also the best value responsive bidder.
 - (4) Whether the potential contractor/vendor documented reasons for rejection or met with the rejected HUB to discuss the rejection.
 - (5) Whether the potential contractor/vendor advertised in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities.

- (6) Whether the potential contractor/vendor assisted non-certified HUBs to become certified.
- h. The HUB subcontracting plan and supporting documentation shall be reviewed and evaluated by state agencies to determine if a good faith effort has been made in accordance with GSC's rules and bid specifications prior to contract award. If accepted, the HUB Subcontracting Plan shall become a provision of the **Texas Youth Commission** contract. No changes may be made in an accepted HUB Subcontracting Plan prior to incorporation in the contract.
- i. If the agency determines that a submitted HUB subcontracting plan was not developed in good faith, the agency shall treat the lack of good faith as a material failure to comply with advertised specifications, and the subject bid or other response shall be rejected. The reasons for rejection shall be recorded in the procurement file.
- j. If at any time during the term of the contract, a contractor/vendor desires to make changes to the approved HUB Subcontracting Plan, such proposed changes must be received for prior review and approval by the **Texas Youth Commission** before changes will be effective under the contract. The potential contractor/vendor must comply with provisions of 111.14 (b), relating to development and evaluation of HUB Subcontracting Plans, in order to substitute work or a subcontractor prior to any alternative under the subcontracting plan. The **Texas Youth Commission** shall approve changes by contract amendments. The reasons for amendments shall be recorded in the procurement file.
- k. If a potential contractor/vendor has determined that it can perform all the subcontracting opportunities identified by the **Texas Youth Commission**, a statement of the potential contractor's/vendor's intent to complete the work with its employees and resources without any subcontracting will be submitted with the potential contractor's/vendor's bid, proposal, offer, or other expression of interest (**See Attachments F, B & G**). If the potential contractor/vendor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor/vendor must comply with provisions of this section relating to developing and submitting a subcontracting plan prior to any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency. If the selected contractor/vendor subcontracts any of the work without prior authorization and without complying with 1 TAC Section 111.14, the contractor/vendor is deemed to have breached the contract and to be subject to any remedial actions provided by Texas Government Code, Chapter 2161, and 1 TAC §111.14. The **Texas Youth Commission** may report non-performance relative to its contracts to the commission in accordance with 1 TAC Chapter 113, Subchapter F (relating to the Vendor Performance and Debarment Program).
- l. The contractor/vendor shall maintain business records documenting its compliance with the HUB Subcontracting Plan and shall submit a compliance report to the **Texas Youth Commission** periodically and in the format required by the contract documents.
- m. During the term of the contract, the **Texas Youth Commission** shall determine whether the value of the subcontracts to HUBs meets or exceeds the HUB subcontracting provisions specified in the contract.
- n. **The Texas Youth Commission** requires a contractor/vendor to whom a contract has been awarded to report to the agency the identity and the amount paid to its subcontractors (**See Attachments H and I**). If the contractor/vendor is fulfilling or exceeding the plan, the **Texas Youth Commission** shall maintain documentation of the contractor's/vendor's efforts in the contract file. If the contractor/vendor fails to fulfill the HUB Subcontracting Plan specified in the contract, the **Texas Youth Commission** shall notify the contractor of any deficiencies. The **Texas Youth Commission** shall give the contractor/vendor an opportunity to submit documentation and explain to the state agency why the failure to fulfill the HUB Subcontracting Plan should not be attributed to a lack of good faith effort by the contractor/vendor. In determining whether the contractor/vendor made the required good faith

effort, the **Texas Youth Commission** may not consider the success or failure of the contractor/vendor to subcontract with HUBs in any specific quantity. The **Texas Youth Commission** determination is restricted to considering factors indicating good faith including, but not limited to, the following:

- (1) Whether the contractor gave timely notice to the subcontractor regarding the time and place of the subcontracted work.
 - (2) Whether the contractor facilitated access to the work site provided electrical power and other necessary utilities.
 - (3) Whether documentation or information was provided that included potential changes in the scope of contract work.
- o. If a determination is made that the contractor/vendor failed to implement the HUB Subcontracting Plan in good faith, the **Texas Youth Commission**, in addition to any other remedies, may report nonperformance to the commission in accordance with 1 TAC, Chapter 113, Subchapter F (relating to Vendor Performance and Debarment Program).
- p. If subcontracting opportunities are not probable, the **Texas Youth Commission** bids, proposals, offers, or other applicable expression of interest will include a "Declaration of Subcontracting Opportunities" attesting that it has determined that subcontracting opportunities are not available under the contract (See Attachment K).

Reporting Requirements

Each contractor/vendors that enters into a contract shall report HUB subcontracting payments to the **Texas Youth Commission**. The report will include the volume of work performed under the contract, the portion of the work that was performed with its employees/resources, Non-HUB contractors/vendors and other HUB contractors/vendors (**See Attachments H, I & J**). The **Texas Youth Commission** may request payment documentation in accordance with the GSC HUB Rules, and the HSP that confirms the performance of the contractor/vendor. During the course of the contract the **Texas Youth Commission** shall discuss the performance of the contractor/vendor and document the contractor/vendor's performance in the contract file.

Note: When the prime contractor/vendor is a HUB, it must perform at least 25% of the total value of the contract with its own or leased employees as defined by the Internal Revenue Service in order for the agency to receive 100% HUB credit for the entire contract. The HUB prime contractor/vendor may subcontract up to 75% of the contract with HUBs or non-HUB subcontractors.

If a HUB prime contractor's/vendor's HSP identifies that it is planning to perform less than 25% of the total value of contract with its employees, the HUB contractor/vendor must report to the agency the value of the contract that was actually performed by the HUB prime contractor/vendor and its HUB subcontractors. If the HUB contractor/vendor does not report the HSP, this would cause double reporting of HUB dollars.

The **Texas Youth Commission** shall audit the contractor's/vendor's compliance with the HUB Subcontracting Plan. If the contractor is found deficient, the **Texas Youth Commission** shall give the contractor/vendor an opportunity to submit documentation and explain to the state agency why the failure to fulfill the HUB subcontracting plan should not be attributed to a lack of good faith effort by the contractor/vendor. Any deficiencies will be identified by the **Texas Youth Commission** and must be rectified prior to final payment.

Note: This form must be submitted as part of the HUB Subcontracting Plan.

Attachment A

(BUSINESS LETTERHEAD)

(Name of Official)
Texas Youth Commission
(Address Line)
City, State, Zip Code

Dear _____:

I am pleased to forward this HUB Subcontracting Plan as an integral part of our bid (proposal, offer, or other expression of interest) in connection with your invitation for bids (request for proposals, etc.) #_____.

I have read and understand the **Texas Youth Commission's** Policy on Utilization of Historically Underutilized Businesses (HUBs). (Number) HUB-LOI(s) is (are) enclosed totaling \$_____. That amount is _____ percent of our total bid amount.

Sincerely,

(Signature)
(Printed Name)
(Printed Title)

TEXAS YOUTH COMMISSION

Attachment B

HUB SUBCONTRACTING PLAN

STATE OF TEXAS

ANNUAL PROCUREMENT UTILIZATION GOALS 1 Texas Administrative Code §111.13

11.9% for heavy construction other than building contracts;

26.1% for all building construction, including general bidders and operative builders contract;

57.2% for all special trade construction contracts;

20.0% for professional services contracts;

33.0% for all other services contracts; and

12.6% for commodities contracts.

TEXAS YOUTH COMMISSION

Attachment C

HUB SUBCONTRACTING PLAN HISTORICALLY UNDERUTILIZED BUSINESS LETTER OF INTENT (HUB-LOI)

(HUB-LOI IS USED BY POTENTIAL BIDDER TO IDENTIFY
SUBCONTRACTORS SELECTED FOR WORK ON THE CONTRACT)

Bidder: _____ Bidder Identification Number: _____

Address: _____

Phone: ____ - ____ - ____ Bid Number: _____ Contract Amount: _____

Description of commodities/specifications: _____

Duration of Contract: _____

Name of Subcontractor/Supplier: _____

Address: _____

Phone: ____ - ____ - ____ Is the subcontractor a certified HUB? ____ Yes ____ No

If yes, enter the GSC Certificate (VID) number: _____

Dollar amount of contract with subcontractor/supplier: \$ _____

Percentage amount of contract with subcontractor/supplier: % _____

Description of materials/services performed under agreement with the subcontractor for amount indicated above:

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBCONTRACTOR/SUPPLIER.

TEXAS YOUTH COMMISSION

Attachment D

HUB SUBCONTRACTING PLAN Historically Underutilized Business (HUB)

DETERMINATION OF GOOD FAITH EFFORT (DGFE), PART 1, PAGE 1

(This form must be completed and submitted as part of the HUB Subcontracting Plan)

Bidder Name: _____ **Bidder Identification Number:** _____

Address: _____

Phone: ____ - ____ - ____ **Bid Number:** _____ **Contract Amount:** _____

In determining whether a good faith effort has been made in development of the HUB Subcontracting Plan, a state agency shall require the potential bidder to submit supporting documentation explaining in what ways the potential bidder has made a good faith effort. Please answer the questions below. Provide necessary documentation to support your answers. Use continuation sheets as required.

1. Did your company divide the contract work into reasonable portions in accordance with prudent industry practices?
2. Did your company send notices containing adequate information about bonding, insurance, the plans, the specifications, scope of work, and other requirements of the contract to three or more qualified HUBs allowing reasonable time for HUBs to participate effectively (include Attachment E)?
3. Did your company negotiate in good faith with qualified HUBs, not rejecting qualified HUBs who were the best value responsive bidder?
4. Did your company document reasons for rejection or meet with rejected HUBs to discuss the rejection?
5. Did your company advertise in general circulation, trade association, and minority/women focus media concerning subcontracting opportunities?
6. Did your company assist non-certified HUBs to become certified?

NOTE: The Texas Youth Commission will review the supporting documentation submitted by the potential bidder to determine if a good faith effort was made in accordance with applicable 1 TAC rules and the contract specifications. If it is determined that a good faith effort was not made, the bid or other response shall be rejected as a material failure to comply with advertised specifications. The reasons for rejection will be recorded in the project file.

TEXAS YOUTH COMMISSION

Attachment E

HUB SUBCONTRACTING PLAN

Historically Underutilized Business (HUB)

SOLICITATION (HUB-S)

DETERMINATION OF GOOD FAITH EFFORT (DGFE), PART 2, PAGE 1

(This form must be completed and submitted as part of the HUB Subcontracting Plan for Determination of Good Faith Effort)

Bidder Name: _____ Bidder Identification Number: _____

Address: _____

Phone: ____ - ____ - ____ Bid Number: _____ Contact Name: _____

Are you certified as a Texas HUB? ___ Yes ___ No;

If Yes, please provide your GSC VID/Certificate Number above.

Specific Subcontract Solicited: _____

Bidder's Estimate of Approximate Dollar Value of Subcontract Advertised: _____

*** Identify each HUB to which a notice of solicitation was given. Attach a copy of each solicitation letter.**

1. Name of HUB Subcontractor/Supplier: _____

Address: _____

Phone: ____ - ____ - ____ Owner(s): _____

If GSC certified, enter Bidder Identification Number: _____ If not GSC certified, please complete the following information:

Black American Male Female Native American Male Female Woman
 Hispanic American Male Female Asian Pacific American Male Female

Date certification packet delivered to HUB subcontractor _____

2. Name of HUB Subcontractor/Supplier: _____

Address: _____

Phone: ____ - ____ - ____ Owner(s): _____

If GSC certified, enter Bidder Identification Number: _____ If not GSC certified, please complete the following information:

Black American Male Female Native American Male Female Woman
 Hispanic American Male Female Asian Pacific American Male Female

Date certification packet delivered to HUB subcontractor _____

TEXAS YOUTH COMMISSION

Attachment E (cont'd)

**HUB SUBCONTRACTING PLAN
Historically Underutilized Business (HUB)**

SOLICITATION (HUB-S)

DETERMINATION OF GOOD FAITH EFFORT (DGFE), PART 2, PAGE 2

(This form must be completed and submitted as part of the HUB Subcontracting Plan for Determination of Good Faith Effort)

Bidder Name: _____ Bidder Identification Number: _____

3. Name of HUB Subcontractor/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Owner(s): _____

If GSC certified, enter Bidder Identification Number: _____ If not GSC certified, please complete the following information:

- Black American Male Female Native American Male Female
- Woman
- Hispanic American Male Female Asian
- Pacific American Male Female

Date certification packet delivered to HUB subcontractor _____

4. Name of HUB Subcontractor/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Owner(s): _____

If GSC certified, enter Bidder Identification Number: _____ If not GSC certified, please complete the following information:

- Black American Male Female Native American Male Female
- Woman
- Hispanic American Male Female Asian Pacific American Male Female

Date certification packet delivered to HUB subcontractor _____

5. Name of HUB Subcontractor/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Owner(s): _____

If GSC certified, enter Bidder Identification Number: _____ If not GSC certified, please complete the following information:

- Black American Male Female Native American Male Female
- Woman
- Hispanic American Male Female Asian Pacific American Male Female

Date certification packet delivered to HUB subcontractor _____

HUB SUBCONTRACTING PLAN
Historically Underutilized Business (HUB)

SOLICITATION (HUB-S)

DETERMINATION OF GOOD FAITH EFFORT (DGFE), PART 2, PAGE 3

(This form must be completed and submitted as part of the HUB Subcontracting Plan for Determination of Good Faith Effort)

Bidder Name: _____ Bidder Identification Number: _____

6. Name of HUB Subcontractor/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Owner(s): _____

If GSC certified, enter Bidder Identification Number: _____ If not GSC certified, please complete the following information:

- Black American Male Female Native American Male Female
- Woman
- Hispanic American Male Female Asian Pacific American Male Female

Date certification packet delivered to HUB subcontractor _____

7. Name of HUB Subcontractor/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Owner(s): _____

If GSC certified, enter Bidder Identification Number: _____ If not GSC certified, please complete the following information:

- Black American Male Female Native American Male Female
- Woman
- Hispanic American Male Female Asian Pacific American Male Female

Date certification packet delivered to HUB subcontractor _____

8. Name of HUB Subcontractor/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Owner(s): _____

If GSC certified, enter Bidder Identification Number: _____ If not GSC certified, please complete the following information:

- Black American Male Female Native American Male Female
- Woman
- Hispanic American Male Female Asian Pacific American Male Female

Date certification packet delivered to HUB subcontractor _____

HUB SUBCONTRACTING PLAN
Historically Underutilized Business (HUB)

SOLICITATION (HUB-S)

Determination of Good Faith Effort (DGFE), PART 2, Page 4

(This form must be completed and submitted as part of the HUB Subcontracting Plan for Determination of Good Faith Effort)

Bidder Name: _____ Bidder Identification Number: _____

9. Name of HUB Subcontractor/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Owner(s): _____

If GSC certified, enter Bidder Identification Number: _____ If not GSC certified, please complete the following information:

- Black American Male Female Native American Male Female
- Woman
- Hispanic American Male Female Asian Pacific American Male Female

Date certification packet delivered to HUB subcontractor _____

10. Name of HUB Subcontractor/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Owner(s): _____

If GSC certified, enter Bidder Identification Number: _____ If not GSC certified, please complete the following information:

- Black American Male Female Native American Male Female
- Woman
- Hispanic American Male Female Asian Pacific American Male Female

Date certification packet delivered to HUB subcontractor _____

TEXAS YOUTH COMMISSION

Attachment F

(BUSINESS LETTERHEAD)

(Name of Official)

Texas Youth Commission (Office)

(Address Line)

(Address Line)

Dear _____:

I am pleased to forward this HUB Subcontracting Plan as an integral part of our bid (proposal, offer, or other expression of interest) in connection with your invitation for bids (request for proposals, etc.) #_____.

I have read and understand the **Texas Youth Commission's** Policy on Utilization of Historically Underutilized Businesses (HUBs). The enclosed HUB-SOI expresses our intent to perform and/or supply all contracted goods or services with our employees and resources.

Sincerely,

(Signature)

(Printed Name)

(Printed Title)

TEXAS YOUTH COMMISSION

Attachment H

HUB SUBCONTRACTING PLAN

DOCUMENTS TO BE UTILIZED AFTER

THE AWARD OF A CONTRACT

GOOD FAITH EFFORT COMPLIANCE

If an award is made, the bidder will provide the following documents to the Texas Youth Commission on a **monthly** basis in accordance with 1, T.A.C. 111.16.

- (1) Historically Underutilized Business Progress Assessment Report (HUB-PAR), documentation of work subcontracted with HUBs and Non-HUBs in accordance with the HUB Subcontracting Plan. Identify HUBs by indicating Yes or No and include the GSC Certificate VID number.

No subcontracting Progress Affidavit (NON-SUB-AFF) affirms that NO subcontractors have been used on the contract in accordance with the HUB Subcontracting Plan. If bidders have been used, the bidder should identify all subcontractors used in the contract.

TEXAS YOUTH COMMISSION

Attachment I

PRIME BIDDER PROGRESS ASSESSMENT REPORT (NON-HUB-PAR) DOCUMENTATION OF WORK SUBCONTRACTED WITH HUBs

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

Bidder Name _____

Bidder Identification Number (VID Number) _____

Total Contract Amount Paid this Period to Bidder _____

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

| Subcontractor/Supplier Name(s) | VID or GSC 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., and Feb.) _____
 Third (Mar., Apr., May) _____
 Fourth (Jun., Jul., Aug.) _____

TEXAS YOUTH COMMISSION

Attachment J

HUB SUBCONTRACTING PLAN

Historically Underutilized Business

Non-Subcontractors Affidavit (NON-SUB-AFF)

(Document completed as a provision of the contract after the contract has been awarded to be compliant with the HUB Subcontracting Plan)

In accordance with the HUB Subcontracting Plan, I _____, an authorized representative of _____ company certify that during this reporting period, NO subcontractors have been used on this contract.

Printed Name of Bidder

Signature of Bidder

Subscribed and sworn before me, the undersigned notary public, on this ____ day of _____, (yr.) _____.

(Notary Public Seal)

Notary Public: _____

My commission expires: _____

TEXAS YOUTH COMMISSION

Attachment K

HUB SUBCONTRACTING PLAN Historically Underutilized Business

DECLARATION OF SUBCONTRACTING OPPORTUNITIES

(Must be completed when the contracting agency determines no subcontracting opportunities are probable.)

In accordance with the Texas Government Code, Chapter 2161, Subchapter F, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

State agencies should use the steps outlined in the HUB Rules 1, TAC 111.14(a) in making the determination of whether subcontracting opportunities are probable under the contract: **If subcontracting opportunities are not probable, the agency's bids, proposals, offers, or other applicable expression of interest will include a "Declaration of Subcontracting Opportunities" attesting that it has determined that subcontracting opportunities are not available under the contract.**

I, the undersigned authorized representative of the Texas Youth Commission have reviewed this solicitation, complied with the steps according to the HUB Rules and have determined to the best of my knowledge and experience that subcontracting opportunities are **not probable under this contract.**

Printed Name of Contract Administrator/Official

Signature of Contract Administrator/Official

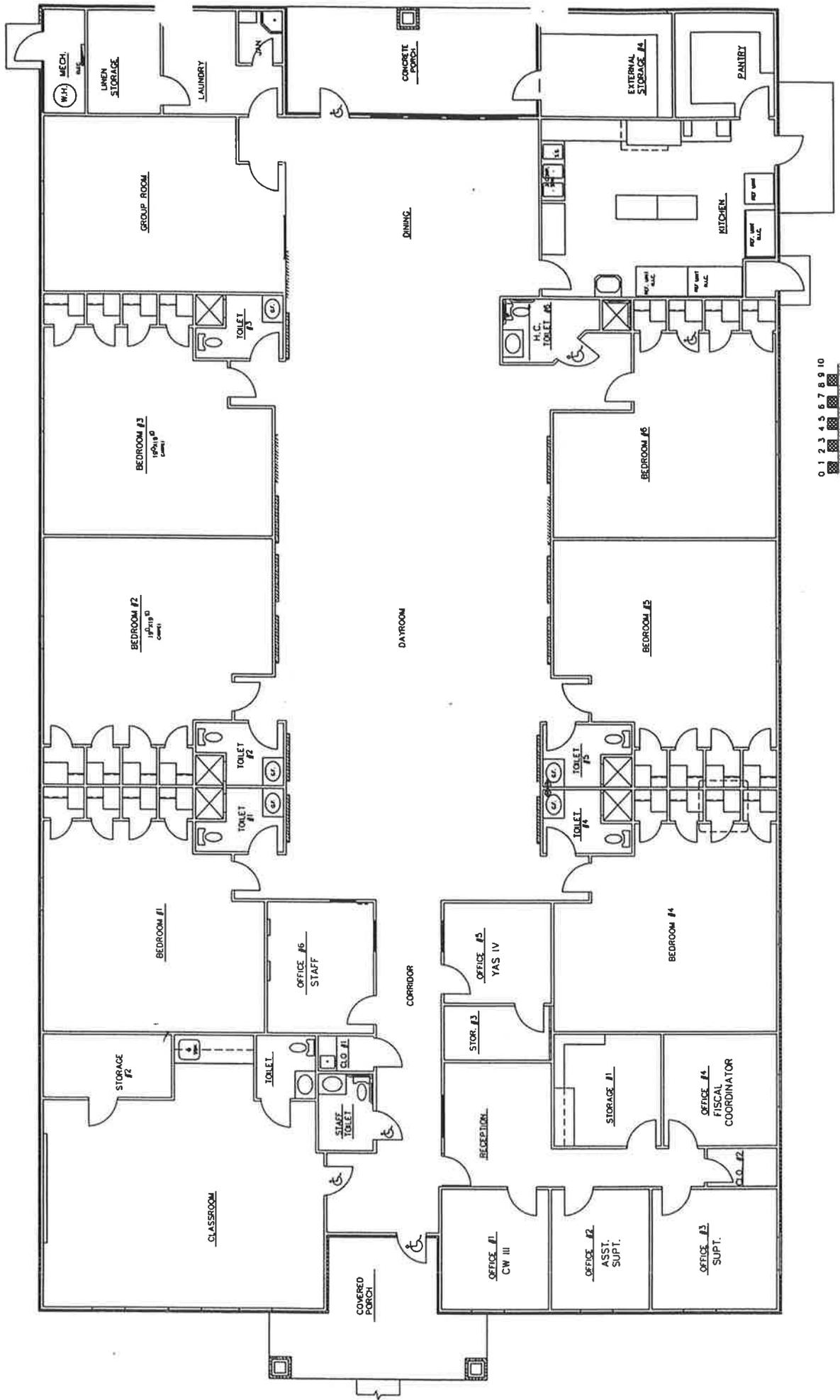
Date: _____

Signature of HUB Coordinator (if applicable)

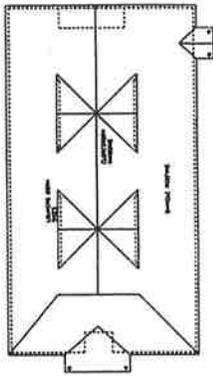
Date: _____

EXHIBIT "D"

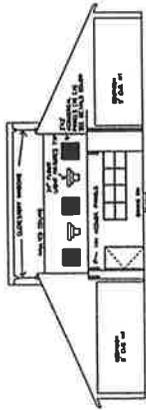
SUGGESTED HALFWAY HOUSE DESIGN



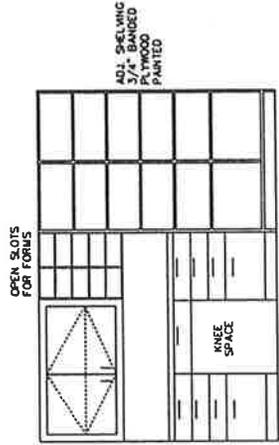
0 1 2 3 4 5 6 7 8 9 10
 Graphic Scale



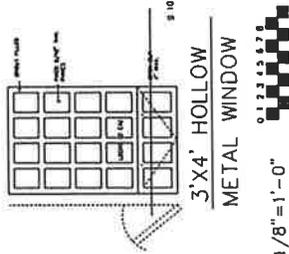
1 ROOF PLAN 1/8" = 1'-0" 0 1 2 3 4 5 6 7 8 9 10



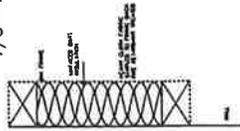
4 BUILDING SECTION @ LIVING ROOM 1/8" = 1'-0" 0 1 2 3 4 5 6 7 8 9 10



2 STORAGE 31 CASE WORK & SHELIVING 1/8" = 1'-0" 0 1 2 3 4 5 6 7 8 9 10



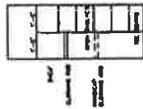
3'X4' HOLLOW METAL WINDOW 1/8" = 1'-0" 0 1 2 3 4 5 6 7 8 9 10



1/2 ROUND WOOD



3/4" PLYWOOD SHELIVING PAINTED

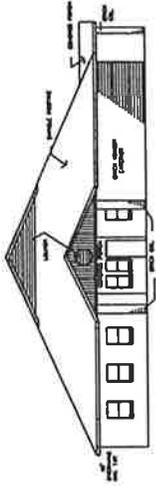


NO SCALE

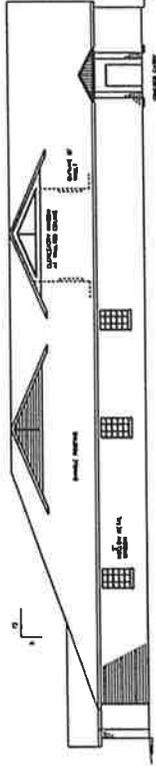
NO SCALE

TYP. ACOUST PANELS NO SCALE

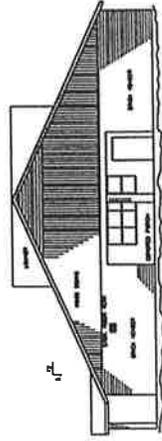
ELEVATION



3 FRONT ELEVATION 1/8" = 1'-0" 0 1 2 3 4 5 6 7 8 9 10



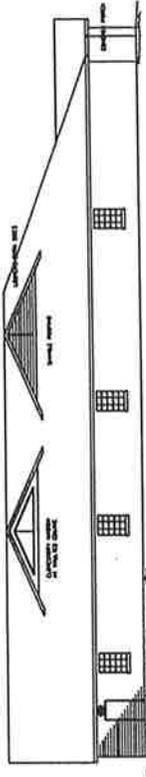
5 RIGHT SIDE ELEVATION 1/8" = 1'-0" 0 1 2 3 4 5 6 7 8 9 10



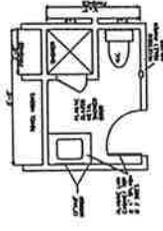
7 REAR ELEVATION 1/8" = 1'-0" 0 1 2 3 4 5 6 7 8 9 10



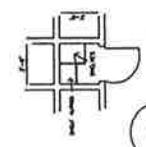
6 TYP. COUNTER @ KITCHEN 1/8" = 1'-0" 0 1 2 3 4 5 6 7 8 9 10



10 LEFT SIDE ELEVATION 1/8" = 1'-0" 0 1 2 3 4 5 6 7 8 9 10



9 TYP. BATHROOM 1/8" = 1'-0" 0 1 2 3 4 5 6 7 8 9 10



8 PLAN TYP. CLOSET 1/8" = 1'-0" 0 1 2 3 4 5 6 7 8 9 10