



## SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.  CON0001474	2. SOLICITATION NO.  644-22-080122	3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFO) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	4. DATE ISSUED  August 11, 2022
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### SOLICITATION

<b>5. TJJD CONTACT:</b>  Jennifer Jones Director HWH Contract Care PHONE: (832) 386-5069 E-MAIL: <a href="mailto:Jennifer.Jones@tjjd.state.gov">Jennifer.Jones@tjjd.state.gov</a>	<b>LESSOR CONTACT:</b> Ben Ivey <div style="background-color: black; width: 100px; height: 40px; margin-top: 5px;"></div>
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Emailed proposals will be received by the Texas Juvenile Justice Department (TJJJ) until **2:30 p.m. CT on September 13, 2022**, and submitted to TJJJ, by email.

### OFFER (Must be fully completed by Offeror)

7. DISCOUNT FOR PROMPT PAYMENT:→	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
8. ACKNOWLEDGMENT OF ADDENDUM(S): <i>(The offeror acknowledges receipt of addendum(s) to the SOLICITATION for offerors and related documents numbered and dated:</i>	ADDEDNDUM NO.	DATE	ADDEDNDUM NO.	DATE
9. NAME AND ADDRESS OF OFFEROR:→	<u>BKI Investments LP</u> <u>960 Americas Ave. N</u> <u>El Paso, Texas 79907</u>		10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER ( <i>Type or Print</i> ) <u>BKI Investments LP</u> <u>General Partner.</u> <u>Ben L Ivey Manager</u>	
11. TELEPHONE NO. ( <i>Include area code</i> )	12. SIGNATURE		13. OFFER DATE	
<u>915 490-7570</u>			<u>9/12/2022</u>	

### TO BE COMPLETED AT TIME OF AWARD

**Document Type: Lease**

This award consummates the contract which consists of the following documents: (a) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award (b) the contractor's offer, points of clarification, responses to clarification request and/or best and final offer, and negotiated changes as hereby incorporated and attached to this award and (c) this award.

In the event of a conflict between any terms and conditions of this contract document with Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to TJJD shall prevail.  
The total funding for the base period of this contract (**60 months**) shall not exceed **\$\$1,032,000**.

**Lessor**

By: \_\_\_\_\_  
Name: Ben Ivey  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Texas Juvenile Justice Department**

By: \_\_\_\_\_  
Shandra Carter  
Title: Executive Director  
Date: 1/18/2023

TEXAS JUVENILE JUSTICE DEPARTMENT  
LEASE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

1. PARTIES

This Lease Agreement (also Lease or contract) is made and entered into between LESSOR, **BKI INVESTMENT, LP**, and LESSEE, the TEXAS JUVENILE JUSTICE DEPARTMENT (or TJJD), an agency of the state of Texas, for the lease of residential and office space pursuant to Titles 3 and 12 of the Texas Human Resources Code.

Order of Precedence

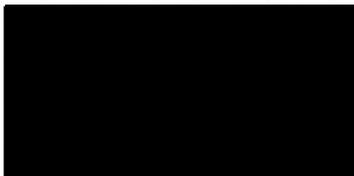
This entire Lease Agreement consists of the following:

1. The Contract
2. The Request for Proposal, hereby incorporated by reference
3. Respondent's Proposal, hereby incorporated by reference

2. PROPERTY LEASED

9,130 Total Useable Square Footage

1 acre Total Property Acreage

 (Building/Property Name) at  
 \_\_\_\_\_ (Street Address) in  
 \_\_\_\_\_ (City, Zip Code) in  
 \_\_\_\_\_ County, Texas

Lessor promises, in return for the consideration described herein to be paid by the Lessee and the covenants set out herein to be kept by Lessee, to hereby lease, unto the Lessee, the Property and Premises described herein, hereinafter referred to as "Premises" or "Lease Premises".

Lessor promises to furnish any and all requirements related to such Property and Premises as set out in this Lease, and **RFP 644-22-080122**, all of which are incorporated herein by reference and made a part hereof for all purposes.

Lessor also promises to provide access via a road for vehicular and pedestrian traffic to the Leased Premises.

3. TERMS OF LEASE

This Lease shall be for a period of **60** months commencing on the **14th** day of **January, 2023** (the Commencement Date), and ending on the **13** day of **January, 2028** (the Termination Date), contingent on TJJD Board Approval at its next regularly scheduled meeting, unless sooner terminated as hereinafter provided. At the conclusion of the initial Lease term, either party may give at least **120-days** written notice of termination or intent to move out, or the parties renew the Lease as provided in Section 5. below. **Lessee retains a right of first refusal option to purchase the Leased Premises with full credit for all rent paid applied toward the purchase price.**

4. MONTHLY RENTAL

(A) The Lessee agrees to pay Lessor a base Monthly Rent during the term of this Lease in accordance with the Rent Schedule as detailed in **Exhibit A**. The rental payments provided for herein shall be due and payable by Lessee in advance on the first day of the month for which said rentals are due.

This Lease is made and entered into in accordance with and subject to the provisions of the Texas Constitution and the Texas Human Resources Code, Titles 3 and 12, and is made contingent upon the continuation of the availability of money appropriated by the legislature to pay for the Lease.

In any event, should Lessor fail to receive an approval allowing occupancy of the Leased Premises from the appropriate governmental agency by date agreed upon, Lessor shall pay for additional costs associated with

Lessee's lease payments at current location on a month to month basis, until such time as premises has been accepted and move-in complete.

- (B) CPI Escalation. Each-January 1st of the lease beginning in 2024, the total monthly rent of the resulting contract may be adjusted by changes in the Consumer Price Index reflecting percentage increases or decreases. The Lessor must request by letter any increase in rent no earlier than sixty (60) days prior to and no later than thirty (30) days after the renewal date. The CPI Escalation Clause (25%), as provided in Attachment "A", is made a part hereof.

#### 5. RENEWAL OPTION

The parties may agree to renew this Lease for up to three (3), five (5)-year renewal option periods prior to term expiration .

#### 6. CONDITION OF THE PREMISES AND ALTERATIONS

Lessor agrees to use customary diligence in maintaining the Leased Premises. Unless authorized by law or by Lessee in writing, Lessee will not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the Leased Premises.

#### 7. GENERAL TERMS AND CONDITIONS

- (a) Lessor covenants and agrees to pay all taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the Leased Property and improvements during the term of the Lease; and to keep the Leased Premises, Property, and buildings in good repair and condition during the continuance of the term of this Lease.
- (b) Lessor will act with diligence to maintain fixtures, plumbing, hot water, and heating and air conditioning equipment; to substantially comply with all applicable laws regarding safety and sanitation; and to make all reasonable repairs, subject to Lessee's obligation to pay for damages for which they are liable.
- (c) Lessor is responsible for maintaining the Leased Premises, said maintenance is to include, but is not limited to, the following services: repair and patch wall, ceiling and floor surfaces; painting as needed; replacement of broken window glass; repair of window shades, blinds and/or drapes, fasteners and sash cord or chains; roof and ceiling leaks; building exterior, interior; plumbing, sewer, septic system, heating, air conditioning and ventilating equipment and replacement of filters; fire protection equipment; items damaged due to "normal wear and tear", e.g., carpet and other floor covering(s), miscellaneous valves; woodwork, locks, floor surfaces and coverings; lighting fixtures, and the replacement of all defective or burned-out ballasts and starters. If Lessee, or its agents, cause damage to Leased Premises that goes beyond "normal wear and tear", Lessee is responsible to pay for those repairs. If seven (7) days following Lessee's written request to Lessor for repair(s) under this Lease such repairs have not been initiated, Lessee may make the requested repair(s) and deduct the reasonable cost of the repair(s) from the following month's rent payment.
- (d) Lessor will replace all carpet that has not been replaced within two years from the date of commencement of this Lease, and shall replace all carpet with comparable quality carpet at least every 36 months throughout the term of the Lease.
- (e) Lessor will paint all walls prior to commencement of this Lease, and shall repaint all walls with comparable quality paint at least every 24 months throughout the term of the Lease.
- (f) If Lessor is providing appliances, e.g., stove, refrigerator, washer, dryer, etc., Lessor is responsible for the maintenance, repair and replacement of such items unless otherwise agreed by the parties in writing.
- (g) Lessor hereby covenants and agrees that hereafter and during the term of this Lease, it will not rent, lease or otherwise furnish space in this or any adjacent buildings under its control to any enterprise which, in the usual exercise of its business, could be expected to create noise or odors injurious or disruptive to Lessee's normal activity. Lessor covenants and agrees it will not lease space that would locate or collocate any regulated parties which have an interest in the Lessee or whose occupation of these Premises would cause Lessee to be in violation of State statute.
- (h) Lessor warrants that the demised Premises is not in violation of any city, state or local ordinance or statute or any restriction imposed against the demised Premises and that said Lessor will indemnify said Lessee

for any direct or indirect loss sustained by Lessee as a result of the existence of such restriction, ordinance or statute.

- (i) Lessor hereby covenants and agrees that the Lessee may bring on the Leased Premises any and all furniture, fixtures, and equipment reasonably necessary for the efficient exercise of Lessee's responsibilities and the parties agree that all such Property shall remain the Property of the Lessee.
- (j) Any signs necessary to indicate Lessee's name, location and governmental purpose shall be prepared and installed consistent with signage for other lessees in the Property, if applicable, and in keeping with building decor. Any different or additional requirements shall be stated in writing and made a part of this Lease. Any cost of compliance with this paragraph in excess of the amount that would be required for Lessor's standard signage shall be borne by Lessee.
- (k) On termination of this Lease, by lapse of time or otherwise, Lessee may, within a reasonable time thereafter, at its option and expense, remove from said Premises any and all improvements, equipment, appliances, or other property placed or owned by it thereon. Lessee shall deliver the Premises and Property to Lessor in good order and condition, provided however, the reasonable use and ordinary wear and tear are expected.
- (l) If during the term of this Lease, said Premises, or any portion thereof, shall be condemned for any public purpose, Lessee hereto shall have the option of terminating and canceling this Lease upon thirty (30) days' written notice to the Lessor of its election to do so.
- (m) It is mutually agreed between the Lessor and the Lessee that if said building and Premises shall, during the term of this Lease, be damaged by flood, fire or any other cause or causes, the same shall be promptly repaired by the Lessor. During the time of such repair, if the space cannot be fully utilized by Lessee, lease payments due hereunder shall be either reduced or withheld in accord with the degree of non-use. But, if said building and Premises be so damaged as to render said Premises unfit for occupancy, then, and from the date of such damage, this Lease shall cease and be void; and rent and other obligations hereunder shall be due and payable only to the date of such damage. The determination as to whether the building and Premises are damaged so as to render them unfit for occupancy shall be made by Lessee. If the Lessor has available under his control space which will meet Lessee's needs and offers same to Lessee, the Lessee may at its option, occupy that space under the same terms and conditions as this Lease. Lessor will be responsible for any relocation costs that may be incurred, included but not limited to, cost of the space, moving, communications equipment, and computer expenses.
- (n) Lessee is not obligated to pay rent and other sums under this Lease until the Premises are available to Lessee for full occupancy. If Lessor is unable to give Lessee full possession of the Premises on Commencement Date for any reason, Lessor shall give Lessee immediate written notice of the cause for the delay and the date the Premises will be ready for occupancy, Lessee may terminate this Lease without liability to it or the State of Texas and seek other leased space.

Except as provided in paragraph 4, Lessee may not terminate the Lease if the delay of occupancy is caused by Lessee, or by conditions beyond Lessor's control, such as strikes, fire, unavoidable casualties or other unusual circumstances that constitutes a justifiable delay.

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

- (o) Lessee reserves the right to assign any agency of State government to occupy all or any part of the space described herein or to assign or sublet all or any part of the Leased Premises to any private entities (persons or corporations).

- (p) In the event Lessor shall breach or be in default in the strict performance of any of the covenants or obligations imposed upon Lessor by this Lease, and shall remain in default for a period of thirty (30) days after written notice of such default, Lessee shall have the right and privilege of terminating this Lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default. In lieu of a formal declaration of default and resulting termination as provided above, Lessee may withhold payment of rent from Lessor, until such time as the violations have been corrected or the Lessee may correct all or any part of the violations and deduct the cost from rentals due the Lessor.
- (q) If Lessee fails to pay rentals or other charges hereunder or otherwise fails to perform its obligations hereunder and this failure is not cured within 30 days after written notice from Lessor to Lessee of such failure, then Lessee is in default, and Lessor may terminate this Lease and may enter and take possession of Premises, and will have the remedies now or hereafter provided by law for recovery of rent, repossession of Premises and damages occasioned by Lessee's default. No provision, covenant or agreement contained in this Lease shall be deemed a waiver of sovereign immunity of the State of Texas from tort or other liability.
- (r) The failure of the Lessee or Lessor to insist in any one or more instances on a strict performance of any of the covenants of this Lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.
- (s) This agreement and each and all of its covenants, obligations, and conditions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of Lessor, and the successor in office of Lessee.
- (t) This agreement shall be governed by Texas law. Should the parties be unable to resolve a dispute among themselves, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.
- (u) Lessor warrants and represents that any use, storage, treatment, or transportation of Hazardous Substances that has occurred in or on the Premises prior to Commencement Date of this Lease has been in compliance with all applicable federal, state, and local laws, regulations, and ordinances. Lessor additionally warrants and represents that no release, leak, discharge, spill, disposal, or emission of Hazardous Substances has occurred in, on, or under the Premises, and that the Premises are free of Hazardous Substances as of Commencement Date.

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

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

- (v) At all times during the lease term, Lessor must maintain a policy of all-risk property insurance, issued by and bonded upon an insurance company licensed in the State of Texas, covering the Leased Premises and leasehold improvements (exclusive of contents), in an amount equal to not less than 80% percent of the replacement cost thereof. Lessee shall have no interest in the policy or policy proceeds and Lessor shall not be obligated to insure any furnishings, equipment, trade fixtures, or other personal property that Lessee may place or cause to be placed upon the Leased Premises. Lessor must also maintain a policy or policies of comprehensive general liability insurance insuring Lessor against loss of life, bodily injury and/or property

damage with respect to Common Areas, operation of the Building, parking lots and other improvements associated with the land upon which the Leased Premises are located, and any other losses caused by or related to the duties and obligations of Lessor under this Lease.

Copies of Certificates of Insurance Policies must be provided to TJJJ within ten (10) days of a contract award and shall remain in effect during the term (and any renewals, if applicable) of the contract. These certificates/policies shall contain a provision that coverage afforded under the policies shall not be cancelled until at least thirty (30) day written notice has been given to TJJJ. Renewals shall be emailed to TJJJ, ATTN: Jeanette Vrabel, General Counsel, at [Jeanette.vrabel@tjjd.texas.gov](mailto:Jeanette.vrabel@tjjd.texas.gov), within 30 days of receipt.

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

#### 7. LEASE PLANS/SPECIFICATIONS AND REQUIREMENTS

Lessor and Lessee shall comply with all provisions of **EXHIBIT B, PLANS AND SPECIFICATIONS, EXHIBIT B-1, LEASE REQUIREMENTS**, and **EXHIBIT B-2, SPECIFIC REQUIREMENTS & ROOM SCHEDULE**, which are all incorporated herein for all purposes.

#### 8. PERMITTED USES:

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

#### 9. OTHER TERMS AND CONDITIONS

- (a) This Lease shall be effective as of the date that all parties execute this Lease. All proposals, negotiations, notices, and representations with reference to matters covered by this lease are merged in this instrument and no amendment or modification thereof shall be valid unless evidenced in writing and signed by all parties as identified below.
- (b) Any statement or representation of Lessee in any Estoppel Certificate delivered pursuant to this Lease which would modify the rights, privileges, or duties of Lessor or Lessee hereunder shall be of no force and effect and may not be relied on by any person.
- (c) Should Lessor require Lessee to provide an Estoppel Certificate at any time during the term of this Lease, Lessor will give Lessee at least thirty (30) days prior written notice whereupon Lessee will deliver to Lessor a completed signed original of same.
- (d) Except as may be otherwise specifically provided in this Lease Agreement, all notices, demands, or requests required or permitted hereunder shall be in writing and shall be sent via email and by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Lessor: BKI Investments, LP  
  
 Telephone: 915-859-7272

Phone(mobile): 915-490-7570  
 Email: [ben@iveyoffice.com](mailto:ben@iveyoffice.com)

If to Lessee: Texas Juvenile Justice Department  
 Office of General Counsel  
 P.O. Box 12757, Austin, Texas 78711  
 1711 San Jacinto Blvd  
 Austin, Texas 78701  
 Telephone: (512) 490-7728  
 Facsimile: (512) 490-7252  
 Email: [Jeanette.Vrabel@tjjd.texas.gov](mailto:Jeanette.Vrabel@tjjd.texas.gov)

Day to Day Communications:  
 Jennifer Jones  
 Telephone: (832) 386-5069  
 Email: [Jennifer.Jones@tjjd.texas.gov](mailto:Jennifer.Jones@tjjd.texas.gov)

The parties agree that day to day communications may be accomplished via email.

- (e) Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and lessee each agree and indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease Agreement or the transactions contemplated hereby.
- (f) Lessor or its agents may enter the Premises for any reasonable purpose and to bring and store necessary repair materials without any liability to Lessee. Lessor shall use reasonable efforts to minimize any disruption to Lessee's business caused by such entry. Whenever reasonably possible, Lessor will provide Lessee 24-hours notice of Lessor's intent to enter the Leased Premises. During the four months before the end of the Lease Term or any renewal term, Lessor may place upon the Premises such notices as Lessor may require to relet or rent the Premises. Lessor shall have the right to place such notices as it may reasonably require for the sale of the Premises at any time.
- (g) Hazardous Substances. Lessee agrees and covenants that it will not undertake to store, maintain, use or in any way keep, or allow to be kept, at any time upon the Premises any Hazardous Substance nor shall Lessee undertake, or permit to occur, any activity which is a violation of any Environmental Law.

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

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

"Environmental Law" shall mean and include all local, state, or federal laws, rules, orders, and regulations pertaining to environmental regulation, or the use, processing, storage, disposal, generation or transportation of Hazardous Substances, or any contamination, clean up or disclosure related thereto.

- (h) This Lease shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any right upon any third party, unless so expressly stated herein.
- (i) **Texas/TJJD Contract Required Terms and Conditions**, attached hereto as **Exhibit A-1**, are incorporated herein for all purposes.

10. **SPECIAL PROVISIONS:**

Reserved for special or unusual conditions or requirements of the lease.

IN WITNESS WHEREOF, the parties hereto have made and executed this Lease as of the day and year last below written.

LESSOR:

LESSEE:

BKI Investments, LP  
960 Americas Ave. N.  
El Paso, Texas 79907

TEXAS JUVENILE JUSTICE DEPARTMENT  
1711 San Jacinto Blvd  
Austin, Texas 78701  
Mailing: PO Box 12757  
Austin, Texas 78711

By:   
Authorized Representative Signature

By:   
Executive Director

Ben Ivey  
Printed Name

Shandra Carter

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

Date: 1/18/2023

- Attachment A CPI Escalation Clause (25%)
- EXHIBIT A RENT SCHEDULE
- EXHIBIT A-1 TEXAS/TJJD REQUIRED CONTRACT TERMS
- EXHIBIT B PLANS AND SPECIFICATIONS
- EXHIBIT B-1 LEASE REQUIREMENTS
- EXHIBIT B-2 SPECIFIC REQUIREMENTS & ROOM SCHEDULE
- EXHIBIT C HUB Subcontracting Plan (HSP)

**Attachment A**  
**CPI ESCALATION CLAUSE (25%)**

1. On each renewal date of the lease, the total monthly rent of the resulting contract may be adjusted by changes in the Consumer Price Index reflecting percentage increases or decreases. The Lessor must request by letter to the Lessee any increase in rent no earlier than sixty (60) days prior to the renewal date and no later than thirty (30) days after the renewal date.

2. The Formula for determining the amount of escalation allowable in any given contract year shall be:  
Base Factor X Percent Escalation Allowable = Amount of Escalation Allowed:

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

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

For Illustrative Purposes Only:

January, 1985 = 312.6

January, 1986 = 324.3 (represents 3.7% increase)

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

Example:

If the total cost per month for the subject space were Two Thousand Dollars (\$2,000.00), the base factor would be Five Hundred Dollars (\$500.00) (25% of \$2,000.00 = \$500.00). Base factor being \$500.00 and the escalation allowable is 3.7%, then the amount of escalation allowed is \$18.50 (\$500.00 x 3.7% = \$18.50) and the new monthly rental for the new year of the contract would be Two Thousand Eighteen and 50/100 Dollars (\$2,018.50).

5. The first CPI Escalation date would be January 1, 2024, based upon the percent change in the CPI from October 2022 and 2023. Each renewal year, the same procedure as outlined above will be used.

**EXHIBIT A****RENT SCHEDULE**

<u>USABLE SQ. FT.</u>	<u>ANNUAL BASE RATE / SF</u>	<u>ANNUAL BASE RENT</u>	<u>MONTHLY BASE RENT</u>
9,130	\$22.61	\$206,400	\$17,200

The contract, including base term and options, will be for a total of twenty (20) years. The length of the initial term will be for five (5) years and three (3) renewal periods will be for five (5) years each.

**EXHIBIT A-1****TERMS AND CONDITIONS****1. Americans with Disabilities Act and Equal Employment Opportunity**

Service Provider represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

**2. Antitrust Affirmation**

The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Contract, neither I nor any representative of the Service Provider have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Contract, neither I nor any representative of the Service Provider have violated any federal antitrust law; and (3) neither I nor any representative of the Service Provider have directly or indirectly communicated any of the contents of this Contract to a competitor of the Service Provider or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Service Provider.

**3. Assignment**

Service Provider shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from TJJD. Any attempted assignment in violation of this Section is void and without effect.

**4. Building Inspection**

Service Provider specifically covenants and warrants that the space will at all times comply with the Texas State Fire Marshal's Office in accordance with NFPA 1, Fire Code. TJJD reserves the right to have the State Fire Marshal inspect the facility. TJJD shall require any contractor to report all findings of any inspection, whether deficient or compliant, for the building for any inspection, test, or maintenance of Fire Protection Equipment and/or systems that results in the placement of a yellow or red tag. Any deficiencies must be corrected promptly and that failure to do so is grounds for TJJD to terminate the agreement.

**5. Buy Texas Affirmation**

In accordance with Section 2155.4441 of the Texas Government Code, Service Provider agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

**6. Change in Law and Compliance with Laws**

Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

**7. Child Support Obligation Affirmation, Section 231.006, Texas Family Code**

**Under Section 231.006, Family Code, the vendor or applicant [Service Provider] 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.** A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. **FEDERAL PRIVACY ACT NOTICE:** This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

**8. INTENTIONALLY LEFT BLANK**

**9. Compliance with Section 572.054, Texas Government Code, Former Officer or Employee of TJJD**

Service Provider certifies compliance with Texas Government Code Section 572.054. Service Provider has not employed a former officer or employee of TJJD to perform services on Service Provider's behalf, to secure the contract, or to represent Service Provider in any manner prohibited by Section 572.054. A false certification could result in termination of this contract, withholding of payments, or other sanctions.

**10. Compliance with the Prison Rape Elimination Act of 2003 (PREA)**

Service Provider shall comply with the Prison Rape Elimination Act of 2003 (PREA) (34 U.S.C. 30301 et seq.) and with all applicable standards, rules, regulations, and TJJD policies related to PREA. Service Provider shall make itself familiar with and at all times shall observe and comply with all PREA regulations which affect performance in any manner under this contract. Failure to comply with PREA standards, rules, regulations, and TJJD policies may result in termination of this contract.

**11. INTENTIONALLY LEFT BLANK****12. Confidentiality and Security**

**Section 1:** Service Provider agrees that all of its employees, contractors, subcontractors, or associates will comply with all state and federal law and with TJJD policies regarding maintaining the confidentiality of TJJD youth, including, but not limited to, maintaining confidentiality of student records and identifying information.

**Section 2:** Service Provider agrees that all information regarding TJJD and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential and subject to release only by permission of TJJD.

**Section 3:** Service Provider's employees, contractors, subcontractors, or associates who visit any TJJD facility will comply with that facility's security regulations.

**Section 4:** Identifying pictures, appearances, films, or reports of TJJD youth may not be disclosed by Service Provider without the written consent of TJJD, of the youth and, if under age 18, of the youth's parent, guardian, or managing conservator.

**13. Contract Amendment and Merger Clause**

This contract encompasses the complete and entire agreement of the parties. Neither party has made nor relied on any representations, stipulations, or agreements other than those expressly contained in this contract. No other contracts or agreements, oral or written, shall constitute a part of this contract unless such is made in writing, executed by the parties hereto or their successors, and expressly made a part of this contract. This contract may only be amended or supplemented in a writing, executed by the parties hereto or their successors, and expressly made a part of this contract, except that TJJD reserves the right to make unilateral minor administrative changes to correct typographical errors, change TJJD contract identification number, or increase the "not to exceed" amount (if applicable) necessary for continuation of services.

**14. Contracting Information Responsibilities**

In accordance with Section 552.372 of the Texas Government Code, Service Provider agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the TJJD for the duration of the contract, (2) promptly provide to the TJJD any contracting information related to the contract that is in the custody or possession of the Service Provider on request of the TJJD, and (3) on termination or expiration of the contract, either provide at no cost to the TJJD all contracting information related to the contract that is in the custody or possession of the Service Provider or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the TJJD. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Service Provider agrees that the contract can be terminated if the Service Provider knowingly or intentionally fails to comply with a requirement of that subchapter.

**15. COVID-19 Vaccine Passport Prohibition**

Service Provider certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Service Provider's business. Service Provider acknowledges that such a vaccine or recovery requirement would make Service Provider ineligible for a state-funded contract.

**16. Critical Infrastructure Affirmation and Subcontracts**

Pursuant to Government Code Section 2274.0102, Service Provider certifies that neither it nor its parent company, nor any affiliate of Service Provider or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure.

Pursuant to Section 113.002 of the Business and Commercial Code, Service Provider shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Service Provider will notify the Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

**17. INTENTIONALLY LEFT BLANK****18. Damage to Government Property**

Service Provider shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract. Service Provider shall notify the TJJJD in writing of any such damage within one (1) calendar day. Service Provider is responsible for the removal of all debris resulting from work performed under the contract.

**19. INTENTIONALLY LEFT BLANK****20. Dealings with Public Servants Affirmation**

Pursuant to Section 2155.003 of the Texas Government Code, Service Provider represents and warrants that it 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 contract.

**21. Debts and Delinquencies Affirmation**

Service Provider agrees that any payments due under the contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

**22. Disaster Recovery Plan**

In accordance with 13 TAC § 6.94(a)(9), Service Provider shall provide to TJJJD the descriptions of its business continuity and disaster recovery plans if it has or is to have custody of vital state records.

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## 24. Disentanglement Services

(a) The following definitions are incorporated into the contract and relevant to this Article:

- (1) **Disentanglement Period** - the period of time during and after the contract terminates that is necessary to provide disentanglement services.
- (2) **Disentanglement Services** - the obligations of each party imposed upon notice of contract termination or expiration that are designed to extract and protect proprietary data, databases, and structure.

(b) Service provider must provide disentanglement services as soon as possible after Notice of Contract Termination or contract expiration. The disentanglement period shall be for one month unless otherwise agreed upon. If disentanglement services cannot be completed during the agreed disentanglement period, Service provider must notify TJJJ in writing 14 days before the end of the disentanglement period and must include an explanation of the cause for delay and a proposed timeframe for completion.

(c) Disentanglement services that Service provider must provide include: (1) Up-to-date documentation of data format and structure; and (2) documentation of what, if any, of Service provider's proprietary information is embedded within TJJJ data. Service provider should also provide TJJJ with their proprietary data in the same format and structure as used in Service provider's system before Contract Termination. If Service provider is unwilling to provide data in the same format and structure, then Service provider must work with TJJJ or a 3rd party of TJJJ's choice to provide the data and appropriate documentation in an acceptable alternate format agreed to by TJJJ. After completion of the aforementioned obligations, TJJJ shall continue to allow Service provider access to its shared servers so Service provider may uninstall their software, databases, and proprietary data and information. After removal of all proprietary data, Service provider shall confirm removal with written certification of such.

(d) Both parties shall have full access to shared servers, including source code and technical documentation, during the disentanglement period. If any disagreement between the parties arises before disentanglement services are completed, both parties shall continue to have full access while seeking resolution.

(e) Confidentiality requirements, restrictions on use of data, and intellectual property rights described in the contract remain effective until disentanglement services are completed.

## 25. Dispute Resolution

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

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## 27. Drug-Free Workplace

Service Provider represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.

## 28. E-Verify Program

Service Provider certifies that for contracts for services, Service Provider shall utilize the U.S. Department of Homeland Security's E-Verify system (E-Verify) during the term of the contract to determine the eligibility of:

1. all persons employed by Service Provider to perform duties within Texas; and

2. all persons, including subcontractors, assigned by Service Provider to perform work pursuant to the contract within the United States of America.

Service Provider shall provide, upon written request by the TJJD, an electronic or hard copy screenshot of the confirmation that Service Provider is enrolled in E-Verify. Service Provider shall provide, upon written request by the TJJD, an electronic or hard copy of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each Service Provider employee, subcontractor, and subcontractor employee that meet the criteria above, following any required E-Verify protocols to allow for the provision of such information.

If it is determined that Service Provider has violated the certifications set forth in this provision, then (1) Service Provider shall be in breach of contract, (2) TJJD shall have the option to terminate the contract for cause without prior notice, and (3) in addition to any other rights or remedies available to TJJD under the contract, Service Provider shall be responsible for all costs incurred by TJJD to obtain substitute services to replace the terminated contract.

### **29. Energy Company Boycotts**

If Service Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Service Provider verifies that Service Provider does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Service Provider does not make that verification, Service Provider must so indicate in its Response and state why the verification is not required.

### **30. Entities that Boycott Israel**

Pursuant to Section 2270.002 of the Texas Government Code, Service Provider certifies that either: (i) it meets an exemption criterion under Section 2270.002; or (ii) that it does not, and shall not for the duration of the contract, boycott Israel as the term is defined by 808.001(1) of the Texas Government Code.

### **31. Equal Employment Opportunity**

Service Provider represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

### **32. Excess Obligations Prohibited - Funding Out Clause**

The contract is subject to termination or cancellation, without penalty to TJJD, either in whole or in part, subject to the availability of state funds.

### **33. Excluded Parties**

Service Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

### **34. Executive Head of a State Agency Affirmation**

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Service Provider certifies that it is not (1) the executive head of TJJD, (2) a person who at any time during the four years before the date of the contract was the executive head of the TJJD, or (3) a person who employs a current or former executive head of TJJD.

### **35. False Statements**

Service Provider represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

**36. Federal Confidentiality Compliance**

Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. Service Provider certifies compliance with these federal requirements for confidentiality (42 USC 290dd-2; 42 CFR Part 2) and agrees to comply with said requirements for so long as this contract is in force.

**37. Financial Participation Prohibition Affirmation**

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

**38. Fingerprinting and Background Check****A. Unless Service Provider is addressed in Section B below, Service Provider shall:**

1. As directed, provide information regarding persons providing services under this contract with access to TJJD youth or youth records for a criminal background checks, which may include fingerprinting, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check, and drug test. Criminal background checks shall be conducted at TJJD's expense. Any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this contract. Any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall not work under this contract until the criminal background check is completed and approval is obtained from TJJD's Director of Human Resources.
2. Notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who works with TJJD youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall be immediately suspended from working under this contract unless authorized by TJJD's Director of Human Resources.

**B. Service Provider Licensed by the Texas Department of Family and Protective Services**

1. Employees, contractors (including subcontractors), or volunteers who provide services in a facility that contracts to accept TJJD youth and that is licensed by the Department of Family and Protective Services (DFPS) must, in order to work with TJJD youth, obtain clearance under DFPS background check rules. Further:
  - a. Service Provider must provide sufficient information to allow TJJD to verify DFPS clearance; and
  - b. Service Provider must notify TJJD's Director of Human Resources **within 24 hours** of learning of the arrest of any employee, contractor (including subcontractor), or volunteer.

**C. TJJD Approval**

TJJD will approve or deny any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker in accordance with TJJD policies and procedures. TJJD's designated contact for criminal background checks is the Human Resources Department, Manager of Criminal Background Checks, (512) 490-7674.

**39. Firearm Entities and Trade Association Discrimination**

If Service Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Service Provider verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Service Provider does not make that verification, Service Provider must so indicate in its Response and state why the verification is not required.

**40. INTENTIONALLY LEFT BLANK****41. Foreign Terrorist Organizations**

Section 2252.152 of the Texas Government Code prohibits TJJJ from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Service Provider certifies that it is not ineligible to receive the contract.

**42. Former Agency Employees**

Service Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of TJJJ during the twelve (12) month period immediately prior to the date of execution of the contract.

**43. Franchise Taxes**

**Section 1:** Service Provider certifies that should Service Provider be subject to payment of Texas franchise taxes, all franchise taxes are current. If such certification is false, this contract may be terminated at the option of TJJJ or other sanctions may be exercised.

**Section 2:** If Service Provider is exempt from payment of Texas franchise taxes, Service Provider shall so indicate by attachment to this contract.

**Section 3:** If Service Provider's payment of Texas franchise taxes becomes delinquent during the term of this contract, Service Provider will notify TJJJ within twenty-four (24) hours. If such delinquency cannot be cured within twenty-four (24) hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJJ, this contract may be terminated at the option of TJJJ or other sanctions may be exercised under the provisions of this contract.

**44. Governing Law and Venue**

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TJJJ.

**45. Human Trafficking Prohibition**

Under Section 2155.0061, Government Code, the vendor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

**46. Indemnification (General)**

**SERVICE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TJJJ, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SERVICE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SERVICE PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SERVICE PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SERVICE PROVIDER AND TJJJ AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

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#### **49. Independent Contractor - Relationship of the Parties**

The contract shall not create any joint venture, partnership, agency, or employment relationship between Service Provider and TJJJ. Service Provider and Service Provider's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Service Provider nor TJJJ is an agent of the other and neither may make any commitments on the other party's behalf. Should Service Provider subcontract any of the services required in the contract, Service Provider expressly understands and acknowledges that in entering into such subcontract(s), TJJJ is in no manner liable to any subcontractor(s) of Service Provider. In no event shall this provision relieve Service Provider of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

Service Provider agrees and acknowledges that during the existence of the contract, Service Provider shall be entirely responsible for the liability and payment of Service Provider's and Service Provider's employees' taxes of whatever kind, arising out of the performance of the contract. Service Provider agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TJJJ shall not be liable to Service Provider, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a TJJJ or other state employee. Service Provider shall have no claim against TJJJ for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Further, Service Provider shall indemnify and hold harmless TJJJ, state agencies, the State of Texas, and/or their employees, agents, representatives, and/or assignees from any liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses relating to tax liability, unemployment insurance, and/or workers' compensation payments.

#### **50. Insurance**

**Section 1:** Service Provider shall maintain liability insurance in the amount of \$1,000,000.00 for each occurrence of negligence. The insurance must also cover injury to a youth that occurs when the youth is in Service Provider's care, custody, or control.

**Section 2:** Service Provider shall provide the TJJJ Contracts Department proof of insurance listing TJJJ as an additional insured upon contract execution, upon insurance renewal if coverage expires during the contract term (including contract extensions, if any), and upon request.

**Section 3:** The required insurance coverage, in the above-stated amount, must be maintained during the term of this contract and through any subsequent extensions. Failure to maintain the required insurance coverage may result in termination of this contract or sanctions.

#### **51. Legal and Regulatory Action**

Service Provider represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Service Provider or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Service Provider's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to TJJJ's consideration of the Response. If Service Provider is unable to make the preceding representation and warranty, then Service Provider instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Service Provider's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to TJJJ's consideration of the Response. In addition, Service Provider represents and warrants that it shall notify TJJJ in writing within five (5) business days of any changes to the representations or warranties in this clause and

understands that failure to so timely update TJJD shall constitute breach of contract and may result in immediate termination of the contract.

#### **52. Limitation on Authority**

Service Provider shall have no authority to act for or on behalf of TJJD or the State of Texas except as expressly provided for in the contract; no other authority, power or use is granted or implied. Service Provider may not incur any debt, obligation, expense or liability of any kind on behalf of TJJD or the State of Texas.

#### **53. Lobbying Prohibition**

Service Provider represents and warrants that TJJD's payments to Service Provider and Service Provider's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

#### **54. Media Releases**

Service Provider shall not use TJJD's name, logo, or other likeness in any press release, marketing material, or other announcement without TJJD's prior written approval. TJJD does not endorse any vendor, commodity, or service. Service Provider is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they relate without TJJD's prior written consent, and then only in accordance with explicit written instructions from TJJD.

#### **55. No Conflicts of Interest**

Service Provider represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create the appearance of impropriety. Service Provider has disclosed in writing to TJJD all existing or potential conflicts of interest relative to the performance of the contract. And if circumstances change during the course of the contract, Service Provider shall promptly notify TJJD.

#### **56. No Implied Waiver**

The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.

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#### **58. No Third-Party Beneficiaries**

The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

#### **59. Notice**

Any written notice required under this contract will be either through hand delivery or by U.S. Mail, certified, return receipt requested, to Service Provider at the address indicated on page 1 of the contract and to TJJD at Texas Juvenile Justice Department, Office of General Counsel, P.O. Box 12757, Austin, Texas 78711-2757 or 1711 San Jacinto Blvd., Austin Texas 78701.

#### **60. Notice of Changes**

**Section 1:** Service Provider shall notify TJJD immediately in writing in advance of any significant change affecting Service Provider, including, but not limited to, change of Service Provider's name or identity, location of services, ownership or control, operating entity, governing board membership, key personnel,

payee identification number, and any other significant changes that may affect the delivery of services under the terms of this contract.

**Section 2:** Service Provider shall not transfer or assign this contract or enter into any subcontract for the services under this contract without prior written approval from TJJD.

**Section 3:** Service Provider shall not relocate the services provided under this contract from the location stated in the preamble, if applicable, without prior written approval from TJJD and a certification that the location to which services are to be relocated is in compliance with Chapter 244, Texas Local Government Code, if applicable.

#### **61. Permits, Certifications, and Licenses**

Service Provider represents and warrants that it has determined what licenses, certifications, and permits are required under the contract and has acquired all applicable licenses, certifications, and permits and shall maintain them as necessary throughout the term of the contract.

#### **62. Prior Disaster Relief Contract Violation**

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Service Provider certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

#### **63. Prompt Payment**

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

#### **64. INTENTIONALLY LEFT BLANK**

#### **65. Public Information Act**

Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Service Provider is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

#### **66. Problem Solving in the Ordinary Course of Business**

**Section 1:** The parties to the contract shall use the procedures contained in this provision for routine problem solving. These procedures may also be used if a party is asserting a claim for breach of contract. Should these procedures not resolve claims for breach of the contract, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used.

**Section 2:** Informal Resolution: Service Provider and TJJD staff will communicate regularly and engage in informal problem-solving efforts as a routine measure, thus preventing differences from becoming major problems. When routine measures have been exhausted, Service Provider and TJJD staff are encouraged to utilize the following mechanism to resolve problems.

**Section 3:** Formal Resolution:

1. Service Provider or TJJD staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution (Statement of Problem).
2. The Statement of Problem will be submitted to the designated contact unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.
3. Problems are to be addressed within ten (10) working days; a written decision will be sent to the individual or program that submitted it, with copies retained by the designated contact and the designated contact's supervisor.

**Section 4:** Appeal: Service Provider or TJJD staff desiring to appeal the decision may do so in writing, within ten (10) working days from the date of written decision, by providing all pertinent information relevant to the appeal to the designated contact's supervisor if the problem was originally addressed by the designated contact, or to TJJD's Office of General Counsel if the problem was addressed by the designated contact's supervisor. When appealed, the problem shall be addressed within fourteen (14) working days, with written responses sent to the individual or program who submitted it, and copies retained by the designated contact, the designated contact's supervisor, and TJJD's Office of General Counsel.

**67. Required Disclosure of Lobbyist Activity and Certificate of Interested Parties**

Service Provider agrees that if, at any time during the term of the contract, an employee, director, subconsultant, or subcontractor of Service provider is required to register as a lobbyist under Texas Government Code Chapter 305, Service provider shall notify TJJD and provide timely copies of all reports filed with the Texas Ethics Commission, as required by Chapter 305.

Additionally, pursuant to House Bill 1295 and Texas Government Code Section 2252.908, Service provider must submit a Certificate of Interested Parties or disclosure of interested parties on a form prescribed by the Texas Ethics Commission, currently identified as Form 1295. Prior to submission of this signed contract to TJJD, Service provider must file Form 1295 through the online filing application process on the Texas Ethics Commission website at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). TJJD will acknowledge Service provider's Form 1295 within thirty (30) days of submission.

**68. Restricted Employment for Certain State Personnel**

Pursuant to Section 572.069 of the Texas Government Code, Service Provider certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for TJJD involving Service Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

**69. Restriction on Possession of Weapons**

Service Provider agrees that Service Provider or any employees, contractors, subcontractors, or associates providing services on behalf of Service Provider shall not carry or possess any type of firearm or other weapon listed in Texas Penal Code Section 46.01 while rendering services to TJJD youth under this contract. This prohibition includes the carrying of a handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code. Service Provider shall be under an affirmative duty to keep weapons out of the possession of TJJD youth in Service Provider's care.

**70. Sanctions**

**Section 1:** In addition to its authority to terminate this contract under the termination provision or other provisions of this contract, TJJD, based on information from monitoring or other verifiable sources, may take other actions including, but not limited to:

1. Requiring Service Provider to take specific corrective actions in order to remain in compliance with the terms of this contract; and/or
2. Recouping payment made to Service Provider; and/or
3. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or
4. Recovery of damages to the extent allowed by Texas law for each instance of non-compliance; and/or
5. Suspending, placing into abeyance, or removing any contractual rights including, but not limited to, withholding payment.

**Section 2:** Service Provider shall fully cooperate with TJJD and its authorized representatives in carrying out corrective action plans.

**71. Severability**

If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

#### **72. Signature Authority**

Service Provider represents and warrants that the individual signing this contract is authorized to sign this document on behalf of Service Provider and to bind Service Provider under this contract. This contract shall be binding upon and shall inure to the benefit of TJJJ and Service Provider and to their representatives, successors, and assigns.

#### **73. Sovereign Immunity**

The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the TJJJ or the State of Texas of any immunities from suit or from liability that the TJJJ or the State of Texas may have by operation of law.

#### **74. Specifications**

Service Provider shall provide services in accordance with the specifications contained in this contract. TJJJ will determine the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. Substitutions cannot be made without TJJJ prior approval. TJJJ will decide the rate of progress of the work and the acceptable fulfillment of services on the part of Service Provider.

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#### **76. State Auditor's and TJJJ's Right to Audit**

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by Service Provider or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Service Provider or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Service Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

Service Provider shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJJ and State of Texas requirements. Service Provider shall maintain all such documents and other records relating to this contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions or contract issues, whichever is later. Service Provider shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this contract, for purposes of inspecting, monitoring, auditing, or evaluating by TJJJ, the State of Texas, or their authorized representatives. Service Provider shall cooperate with auditors and other authorized TJJJ and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJJ or the State of Texas. Service Provider's failure to comply with this provision shall constitute a material breach of this contract and shall authorize TJJJ to immediately terminate and/or assess liquidated damages to the extent allowed by Texas law. TJJJ may require, at Service Provider's sole cost and expense, independent audits by a qualified certified public accounting firm of Service Provider's books and records or the State's property. The independent auditor shall provide TJJJ with a

copy of such audit at the same time it is provided to Service Provider. TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this contract.

The contract may be amended unilaterally by TJJD to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

#### **77. Subcontractors**

Service Provider may not subcontract any or all of the work and/or obligations due under this contract without prior written approval of the TJJD. Subcontracts, if any, entered into by the Service Provider shall be in writing and be subject to the requirements of this contract. Should Service Provider subcontract any of the services required in this contract, Service Provider expressly understands and acknowledges that in entering into such subcontract(s), TJJD is in no manner liable to any subcontractor(s) of Service Provider. In no event shall this provision relieve Service Provider of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with this contract.

#### **78. Survival**

Expiration or termination of the contract for any reason does not release Service Provider from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

#### **79. Suspension and Debarment**

Service Provider certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

#### **80. Taxes**

Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. A Tax Exemption Certificate will be furnished upon written request to TJJD. Service Provider represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Service Provider or its employees. TJJD shall not be liable for any taxes resulting from the contract.

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#### **83. Termination**

**Section 1:** Service Provider may terminate the contract for convenience by giving one hundred eighty (180) calendar days' written notice to TJJD.

**Section 2:** TJJD may terminate the contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if TJJD terminates early. Upon termination under this provision, Service Provider shall refund to TJJD any amounts attributable to the terminated months within thirty (30) days of the termination.

**Section 3:** TJJD shall terminate this contract in the event that TJJD is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

**Section 4: Cause/Default/Breach:** If Service Provider fails to provide the goods or services contracted for according to the provisions of this contract, or fails to comply with any terms or conditions of this contract, TJJD may, upon written notice of default or breach to Service Provider, immediately terminate all or any part of this contract. Termination is not an exclusive remedy, but exists in addition to any other rights and

remedies provided in equity, by law, or under this contract. TJJD may exercise any other right, remedy, or privilege available to it under applicable law or may proceed by appropriate court action to enforce the provisions of this contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless TJJD notifies Service Provider in writing prior to the exercise of such remedy. Service Provider shall be liable for all costs and expenses, including court costs, incurred by TJJD with respect to the enforcement of any of the remedies listed herein.

**84. Unfair Business Practices**

Service Provider represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Service Provider has not been found to be liable for such practices in such proceedings. Service Provider certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

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**EXHIBIT B**

**PLANS AND SPECIFICATIONS**

(on File)

**EXHIBIT B-1****LEASE REQUIREMENTS**

- (a) In signing this Lease, the Lessor certifies that the Leased Premises to be occupied shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations, which include compliance with all applicable handicapped accessibility requirements. Acceptance of the space does not exonerate the Lessor from meeting all the requirements. No such requirement may be waived by the Lessee.
- (b) Lessor specifically covenants and warrants that the space will at all times comply with the Texas Accessibility Standards (TAS) requirements for persons with disabilities administered by the Texas Department of Licensing and Regulations.
- (c) Lessor attests that it has sufficient and appropriate title to said Premises and attests that it has the financial capability to fully execute obligations in this Lease. Lessor further covenants that it has the power and authority to execute this Lease and to place Lessee in possession of the Premises in full satisfaction of and compliance with the terms and conditions herein.
- (d) Lessor also agrees that it will not attempt to impose upon Lessee any requirements of other legal instruments related to these Premises not referred to herein or made a part hereof. Lessor warrants to Lessee the Leasehold interest created hereunder and agrees to defend Lessee against the claims of all persons to the Leasehold interests of the Lessee. Any person or entity executing this Lease as agent for the Lessor shall attach to this lease sufficient evidence of authority to act in the capacity shown.

- (e) **SITE PLAN & CONCEPT FLOOR PLAN DRAWINGS shall be provided by Lessor to Lessee 30 days from execution of the Lease;** Lessor shall provide lessee dimensioned Auto Cad drawing files of the floor plans of the Leased Premises. Site plan shall show the building footprint and parking lot(s).
- (f) **ALL CONSTRUCTION, REPAIRS AND ALTERATIONS shall be completed by Lessor 10 days prior to occupancy.** Lessee shall have full access to the Premises during that period, at no charge to Lessee, in order to prepare the Premises for occupancy on the Commencement Date. All non-economic terms and conditions of the Lease shall be in force. Lessee may do whatever is necessary during said period to ensure it is able to commence normal business operations on the Commencement Date.

**CERTIFICATE OF OCCUPANCY (CO)**, issued by the appropriate local authority, shall be provided by Lessor to Lessee **10 days** prior to occupancy.

- (g) Lessee reserves the right of inspection and may reject space based on adverse building conditions, including but not limited to general cleanliness, appearance of carpet or tile, grounds, finished interiors or exteriors, odors, pests, insects, or other problems relating to improper extermination or any other condition that would create unsanitary, unattractive or unsafe conditions.
- (h) As a condition of occupancy, Lessor certifies that the Leased Premises contains the minimum usable square footage specified in the Lease.
- (i) Lessee shall have the right to survey and inspect Property during the construction process to ensure the Lease Premises complies with all requirements as set forth in this Lease agreement.
- (j) Prior to occupancy, Lessor shall thoroughly clean the Leased Premises. Cleaning operations shall include, but not be limited to, the following:

1. Removal of non-permanent protection and labels.
2. Polish glass of all windows and doors.
3. Clean exposed finishes.
4. Clean all mirrors.
5. Remove all waste and debris.
6. Clean light fixtures and replace dimmed or burned out light bulbs.
7. Sweep and wash paved areas as needed.
8. Clean yards and grounds.
9. Vacuum all carpeted areas.
10. Wax and polish all hard surface flooring.
11. Clean blinds.

- (k) Lessee may, upon written notice to the Lessor at least 30 days prior to termination of this Lease or any renewal/extension, remain in possession of the Leased Premises for a period specified in the notice, not to exceed 180 days. 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 t during this period.
- (l) Lessor shall provide, at Lessor's expense, access to all utilities services, meters, and connections necessary for the proper and intended use of the space. These utilities include telecommunications facilities, continuous hot and cold water, wastewater, electricity and natural gas, if required for heating and or cooling.
- (m) **UTILITIES** shall be paid by **LESSEE**.
- Utility bills for telephone, data transmission, and telecommunications will be paid by Lessee. Electricity for the leased space shall be separately metered; or, if the Premises are located in a building where electrical service is shared, Lessor may calculate Lessee's pro rata share of electricity costs, excluding any taxes, using Lessee's usable square footage as the numerator and the usable square footage of the total shared area as the denominator. Copies of all electric bills received by the Lessor will be provided to the Lessee upon receipt of same by Lessor in order to verify the requested pro rata bill contribution by Lessee.
- (n) **JANITORIAL SERVICES AND SUPPLIES** shall be provided by Lessee, however the following services will be provided by Lessor.
- A. On a Semi-Annual Basis:
1. Steam clean all carpet and floor rugs (if applicable).
  2. Non-carpeted floors to be waxed or buffed.
  3. Clean fluorescent light lenses and diffusers when needed and/or as requested by Lessee.
  4. Wash all windows, blinds, glass doors, glass partitions, etc.
  5. Exterior of windows washed twice yearly.
- (o) Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.
- (p) Lessor shall be responsible for furnishing appropriate outside trash and refuse receptacles and for the removal of trash and refuse from the Premises.
- (q) Lessor shall maintain the exterior of the building and adjacent grounds in an appropriate manner. Lessor agrees to make diligent efforts to landscape with Texas flora. All grass, trees, shrubbery and other landscaping must be maintained on a regular basis. Water used by Lessor for landscaping and/or decorative purposes shall be paid for by Lessor.
- (r) The Lessor shall provide monthly interior and quarterly exterior pest extermination services. Any extermination service must be performed after normal business hours.
- (s) Lessor shall have building maintenance personnel available to respond to routine calls within twenty-four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance shall include, but not be limited to, situations involving the air conditioning, electrical, plumbing, roof leaks, disruption of water-delivery to or drainage from any portion of the plumbing system, access into and out of the Leased Premises, and environmental control. Lessor shall, at a minimum, acknowledge emergency calls within two (2) hours.
- (t) Space to be occupied under this Lease shall be designated a "non-smoking area".
- (u) Lessor shall provide off-street parking for at least **10** vehicles. Parking must be under the direct control of the Lessor and must be located within a reasonable distance of the entry to the Leased Premises.
- (v) Lessor shall furnish and maintain exterior lighting for the building, connecting walkways and parking area(s) as necessary for appropriate security. The light fixtures shall be equipped with a light level-sensing device that will operate the units automatically. Lessor shall provide a minimum level of illumination to comply with normal business standards. Lessor shall pay all utility costs associated with exterior lighting.
- (w) Cost of furnishing and installing light fixtures at inception of Lease and replacement light bulbs shall be at Lessor's expense.
- (x) Exit lights, shall be provided to the outside of the building in accordance with applicable codes. Electric

and/or luminous directional arrows shall be strategically placed to identify the way leading to the outside.

- (y) Lessor shall provide an emergency lighting system for one and one-half (1-1/2) hours of illumination in the event of failure of normal lighting.
- (z) Each room and area shall have a light switch.
- (aa) All lighting and electrical accessories shall comply with all Municipal, County, State and Federal ordinances, rules and regulations for any new construction. All electrical work shall conform to the standards and requirements of the latest editions and applicable sections of the National Electrical Code (NEC) Handbook. All lighting fixtures shall have light diffusing panels or elements. Fluorescent lighting fixtures shall have energy efficient ballasts.
- (bb) Lessor shall provide all life safety equipment, including but not limited to fire extinguishers and smoke alarms, in accordance with the requirements of all applicable municipal building codes. In the absence of a local municipal code, Lessor agrees to comply with minimum requirements as set forth by the International Building Code and the Life Safety Code, as published by the National Fire Protection Administration.
- (cc) Lessor shall provide access to telecommunication and automation service providers under contract to the occupying agencies at appropriate times during construction.
- (dd) Lessor shall not unreasonably withhold the right of the Lessee to install fencing and/or a security system in or around the Leased Premises, as requested by the Lessee. The fencing and/or security system shall remain the Property of the Lessee and may be removed at the end of the lease term.
- (ee) All exterior doors shall be keyed with non-duplicating keys. Lessor shall furnish keys, individually numbered, as requested by Lessee. All exterior exit doors shall be solid core doors (where applicable) and equipped, unless otherwise required by code, with deadbolt locks with a minimum one-inch throw bolt. All door hardware and automatic door closers shall be of sufficiently sturdy construction to ensure security.
- (ff) All areas shall have finished ceiling surfaces, unless otherwise approved by Lessee. Broken or stained acoustical tiles shall be replaced by Lessor in a timely manner. Ceiling tiles must be of sufficient quality and weight to not become dislodged due to the opening and closing of doors.
- (gg) All demising walls between the Lessee's space and other occupants or different uses shall be extended from wall to the deck above the finished ceiling at Lessor's expense.
- (hh) The location of the HVAC unit(s) shall not unduly inconvenience the occupying agency, either due to maintenance requirements or noise levels. Lessor shall furnish a cost efficient central heat and cooling system. The heating and cooling temperatures shall be maintained in accordance to meet the goals of the Energy Management Plan Guide as set forth by the State Energy Conservation Office or TFC. The building must have a mechanical system that provides an indoor environment that is healthful, comfortable and free of objectionable odors. The heating, air conditioning and ventilation system shall comply with the requirements of the latest American Society of Heating, Refrigeration, and Air Conditioning (ASHRAE) Standards for Ventilation for Acceptable Indoor Air Quality, and the latest ASHRAE Standards for Thermal Environmental Conditions for Human Occupancy, current as of the lease execution date. Forced air cooling and heating shall be ducted and vented throughout the space to provide the most efficient manner of operation and occupant comfort. Conditioned air shall be vented into each room and area with the exception of closets. Thermostats shall be provided as necessary to control conditions throughout the Leased Premises. Numbers and locations of thermostats and associated zones or equipment shall accommodate all internal and external loads to provide uniform temperatures throughout the space. HVAC controls/thermostats shall have locking covers and one master key or tool shall be provided to the Occupying Agency. Lessor is responsible for balancing the HVAC system.

**EXHIBIT B-2****SPECIFIC REQUIREMENTS & ROOM SCHEDULE****A. LEASE SPACE REQUIREMENTS:**

1. Square Footage. The space to be occupied shall contain a minimum of 4,500 usable square feet, which includes minimum 4 bedrooms, office space, storerooms, and restrooms. This square footage does not however, include mechanical rooms, porches, hallways, corridors, or attic mechanical space. The space shall be partitioned by the Lessor to conform generally to the room schedule detailed as follows and as shown on the sample architectural plans:
  - a. A 18-30 Bed residential facility plus office space, within a minimum of 4,500 sq. ft., to be used as a Community Transition Center.
  - b. Bedrooms for up to 20-24 youth
  - c. 3-6 Baths for youth
  - d. 5 Office space
  - e. 1 Commercial kitchen containing equipment sufficient to prepare three (3) meals daily for up to 30 people per meal. Equipment shall include range, oven, refrigerator, and dishwasher.
  - f. Washer and dryer connections adequate to support 20 residents.
2. Lot Size. The minimum lot size should be a minimum of 1 acre with a minimum lot width of 100 feet. The building should be located towards the front of the lot with visual access from the street. No portion of the lot shall be used to access adjoining property or properties.
3. Parking. Lessor should provide off street parking for at least ten (10) vehicles. At least 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. Lessor shall provide and maintain all parking lot striping and parking stops. Lessor shall maintain the parking area in good condition and state of repair.
4. Sidewalks. 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.
5. Hallways. All major interior hallways should be 5 feet wide. All other internal hallways shall be a minimum of 4 feet wide and shall be clear and free of obstructions to meet TDLR requirements.
6. Ceilings. Ceilings in all areas are preferred to be a minimum of 9 feet high clear of any structure, piping or ducting. The ceilings in the dining/area are preferably 13 feet and the clerestory area are to the bottom of the structure.
7. One or two Level. Space shall be contiguous on one or two floor levels.

**B. 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 Juvenile Justice Department. Hours of operation shall be 24 hours per day, 365 days per year. All utility bills for utilities used (water, wastewater, garbage, natural gas, telephone and electricity) will be paid by Lessee. Cost of furnishing electrical fixtures and wiring; furnishing and installing electric lamps at inception of lease shall be at Lessor's expense. Lessor shall provide hot water to all sinks, including janitor sinks and restrooms. Lessor shall provide energy efficient lighting, air conditioning and power distribution to meet AIEE and Texas Energy Conservation Codes or ASHRAE 90.2. Proposed lighting and HVAC equipment shall be submitted to Lessee for confirmation of compliance with state energy standards.

2. Lessor shall furnish central vented heat and refrigerated air conditioning within the premises, at the Lessor's own expense. Temperature throughout the premises shall be maintained to a degree necessary for proper comfort of the occupants and comply with indoor air quality standards as required by ASHRAE 62, 55 which requires a minimum of 15 CFM outside air per occupant. Normal occupancy is 34 persons.
3. Lessor, at his expense, shall furnish two (2) electric drinking fountains, which shall meet ADA requirements.
4. Lessor shall, at a minimum, provide a fire protection system, which meets NFPA 101 Life Safety requirements and local fire codes. The fire protection and detection system shall provide for smoke detection, manual pull stations, duct detectors, audio/visual horns and a centrally located zoned control panel. The fire alarm system shall shut off the HVAC system when the fire alarm is activated. The kitchen shall be provided with a UL listed fire suppression system with a manual pull station. The fire suppression system shall activate the fire alarm system when the suppression system is activated. There shall be emergency back-up lighting at all building exits. Emergency lighting shall be installed in accordance with NFPA 101 code requirements. A fire sprinkler system may be required by the local fire marshal. If required the system shall comply with NFPA and any local codes in force at the time of permit acquisition.
5. Lessor shall provide a suitably designed and located area for normal storage of a trash dumpster (approximately 6 ft. x 6 ft. container size). Location shall take into consideration aesthetic appearance of the facility and ease of access for trash pick-up. Dumpster truck approach apron shall be concrete from dumpster to street to withstand weight of truck without damage to paving.
6. The Lessor shall ensure that the site is graded to provide positive drainage away from the building, porches, walks, parking, and recreation area.

#### **C. PERFORMANCE REQUIREMENTS**

1. 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 Lessee, or is caused by conditions beyond the Lessor's control, such as strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, inclement weather, or any cause beyond the Lessor's control, which constitutes a justifiable delay, such delay shall be addressed in the Lease.
2. Lessor covenants and represents that the property offered is properly zoned for the use intended under the Lease Specifications.
3. Failure to comply with any Lease requirements shall constitute a breach of the Lease and shall entitle the Lessee to exercise, at its option, any and all remedies it may have under the terms hereof.

#### **D. SITE AND BUILDING REQUIREMENTS**

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

- (a) The space must comply with all applicable federal, state, or local laws, statutes, ordinances, codes, rules and regulations relating to the public health, safety and welfare.
- (b) The building shall comply with the Uniform Building Code, latest edition, or the most current code adopted by the city and county where the building is located, National Electric Code, Uniform Plumbing Code, NFPA 101, SMACNA, ASHRAE, ADA and all Local Ordinances and Regulations.
- (c) The Lessor must comply with all applicable statutes, ordinances, codes, rules and regulations covering notice of the opening of a medium restriction Residential Facility for Juveniles.

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

Lessor shall meet codes, statutes, ordinances, and standards related to the use or presence of hazardous materials and asbestos containing building materials on the Lease Premises.

### 3. Building Exterior and Grounds

- (a) 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.
- (b) The building design shall incorporate glass shading by one of the following methods (listed in order of preference): reflective glass, film on glass, or tinted glass.
- (c) The Lessor agrees to landscape the property with plants native to or adaptable to the area in which the premises are located. Lessor further agrees to make diligent efforts to use native plants in replacement landscaping. A list of native plants and potential suppliers can be obtained from the Texas Department of Agriculture.

### 4. Interior

- (a) Floors: Lessor shall provide flooring throughout entire space including in the Telephone/Data Room, Multipurpose Room, Storage Rooms, Kitchen, Dining Room, Pantry and Restrooms. Flooring will be of a type, color and quality mutually agreed upon by both parties.
- (b) Walls: Interior walls for all bedrooms including closets, group room, and the multipurpose (classroom) shall be hardened to withstand physical attack such as striking fist or kicking foot. Wood paneling is not acceptable. Construction shall consist of metal lath and plaster if CMU is not used. All other walls may be constructed of 5/8" gypsum board if plaster or CMU is not used. High quality acrylic base enamel paint shall be used to paint these for durability. All Interior walls shall be repainted at lessor's expense as follows: Repainting shall be done at a time specified by TJJD. 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 TJJD. All gypsum board to be 5/8" fire code. Staff toilets may be moisture resistant gypsum with tile wainscot to 4' from finish floor. Gypsum walls in the kitchen and freezer/cooler area shall be covered with a fiberglass reinforced panel for ease of cleaning.

All partitions shall be minimum floor to ceiling. All exterior walls shall be masonry veneer.

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

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

- (d) Room Numbers: Lessor shall be responsible for numbering and/or labeling each room or area as specified by TJJD. All numbering/labeling shall be completed prior to lease commencement, be permanently attached, match building décor and meet the requirements as described in TAS and ADAAG.
- (e) Shelving. The storage rooms shall have ability to have shelving. Shelving can be finished with a paint or stain consistent with the leased space décor and approved by TJJD. A minimum of one light fixture, shall be provided in each storage room and janitor's closet.
- (f) Restrooms. Lessor shall provide restrooms to which TJJD Staff shall have access. Restrooms shall have hot and cold running water, paper towel dispensers, and mirrors. Lessor shall also provide Youth restrooms, one (1) of which must meet handicapped accessibility requirements as prescribed in TAS and ADAAG. Floors in all restrooms shall be tiled and slope down to a floor drain to prevent flooding in the building. Floor drains shall be designed and installed to not interfere with accessible usage by the physically impaired. Restrooms are not to be included in the calculation of net usable square footage provided under this agreement. No less than 4" plumbing lines shall be used for drains and sewage.
- (g) Windows: Windows shall be secured.

All windows shall meet the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) 90.2 or 100 standards. Any exterior windows or glass doors shall have mini blinds. Curtains or drapes are not acceptable.

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

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

Handles, pulls, latches, locks and other operating devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms and U-shaped handles are acceptable designs. A variance for use of round door knobs shall be obtained for the closet and youth bedroom. These doors are susceptible to knob breakage and handles used as weapons.

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

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

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

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

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

All entrance landings at accessible entrances shall meet TAS requirements.

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

## 5. Safety

- (a) Multipurpose 5 lb. ABC fire extinguishers will be provided and maintained in accordance with industry standards by Lessor and maintained by Lessee. The number of extinguishers shall be according to the Life Safety Code. Extinguisher(s) must be mounted to meet handicapped accessibility requirements as prescribed in TAS and ADAAG. The extinguisher(s) must be readily visible, and the location must be properly marked and/or identified. Where possible, units will be placed in a recessed cabinet. Fire extinguishers shall be mounted no higher than 48 inches above the floor.
- (b) Emergency exit lights with battery back-up shall be provided at each door leading to the outside of the building and one additional emergency light fixture at midpoint of dayroom walls. Electric and/or luminous directional arrows shall be strategically placed to identify the way leading to the outside.
- (c) In areas with no natural illumination, an emergency lighting system shall be installed and arranged to provide automatic adequate illumination for a period of one and one-half (1-1/2) hours in the event of failure of normal lighting. The means of egress shall be illuminated at all points including angles and intersections of corridors

and passageways, and exit doors to values of not less than 1 foot candle measured at the floor. The system shall meet the requirements of the NFPA Light Safety Code and Sections 5-8 through 5-9.

- (d) A 14" diameter round convex mirror shall be installed in the Reception Area. Mirror shall be viewable by the Receptionist.

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

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

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

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

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

### **2. Electrical**

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

- (f) All outlets for computer related equipment shall be routed through a separate dedicated circuit breaker panel. All electrical circuits shall be 20 amp circuits with isolated ground and clean neutrals from the breaker panel. The Lessor shall provide no more than 6 duplex outlets per circuit. Location within the space shall be determined by TJJD. All electrical outlets for computer-related equipment shall be NEMA 5-15 isolated ground type with nylon face. This device shall be verified under Federal Spec WC596F, Bryant 52621G, or equal. Provide red or orange nylon cover plates and receptacles for these special outlets. These outlets are in addition to those shown on the schedule above.
- (g) 120v electrical duplex outlets for computer related equipment shall be provided as shown on drawings and required by applicable codes. Placement of outlets to be determined by TJJD.
- (h) Circuit loads shall be distributed so that any one branch circuit is not loaded at over 80% of rated capacity.
- (i) Each room and area shall have an individual light switch at the entrance thereto. Classroom to have switches for two ceiling light circuits so that ½ the lights can be turned off at a time.
- (j) Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.
- (k) Outlets in restrooms, kitchen and janitor's closet shall be equipped with ground fault outlets.

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

- (a) A security alarm shall be provided with sensors at the exterior entry doors, and all exterior windows. Alarm touch pad shall be located in the TJJD staff office.
- (b) CCTV cameras and monitors shall be installed.
- (c) A drop down ladder shall be located in the administrative area for access to the attic.
- (d) CCTV monitoring shall be from the reception area and TJJD staff offices. Must have wall outlets/connections in these spaces.

## ATTACHMENT 2

### MOVE-OUT CONDITIONS

Lessor expects to receive the space in a well-maintained condition, with normal wear and tear of certain areas acceptable. The following list is a minimum expectation of the condition in which the Leased Premises are to be left, but is not intended to be all-inclusive.

All lighting is to be placed into good working order. This includes replacement of bulbs, ballasts, and lenses as needed.

All doors should be serviced and placed in good operating order. This would include the necessary replacement of any dented or damaged door panels and adjustment of door tension to insure proper operation. All doors or door panels, which are replaced, need to be painted to match the building standard.

All columns should be inspected for damage. Repairs of this nature should be pre-approved by the Lessor prior to implementation.

All holes in the sheet rock walls should be repaired prior to move-out. The carpets and vinyl tiles should be in a clean condition and should not have any holes or chips in them. Lessor will accept normal wear on these items provided they appear to be in a maintained condition.

Facilities should be returned in a clean condition, which would include cleaning of the kitchen, restroom areas, windows, and other portions of the space.

All parts of the building(s) should be in a broom clean condition with all inventories and racking removed. There should be no protrusion of anchors from the floor and all holes should be appropriately patched. If machinery/equipment is removed, the electrical lines should be properly terminated at the nearest junction box.

All exterior windows with cracks or breakage should be replaced.

The Lessee shall provide keys for all locks on the premises, including front doors, rear doors, and interior doors.

Subject to the terms of other express provisions of the Lease, items that have been added by the Lessee and affixed to the building will remain the property of Lessor unless agreed otherwise. This would include but is not limited to mini-blinds, air conditioners, electrical, water heaters, cabinets, flooring, etc. Please note that if modifications have been made to the space, such as the addition of office areas, the Lessee must remove these at Lessee's expense.