



North East Texas Workforce Development Board
911 North Bishop
Building A
Wake Village, Texas 75501-6328

**REQUEST FOR PROPOSAL
FOR
THE LEASE OF APPROXIMATELY 25,000 SQ. FT. OF
OFFICE SPACE IN
TEXARKANA, TEXAS OR TEXARKANA, ARKANSAS**

RFP # 06-25

Dated: October 28, 2005

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FACILITIES LEASING REQUEST FOR PROPOSAL

SECTION I GENERAL

The North East Texas Workforce Development Board is soliciting offers for approximately 25,000 sq. ft. of office space in Texarkana, Texas or Texarkana, Arkansas. All proposals must meet the requirements outlined in this RFP to be considered for evaluation by the North East Texas Workforce Development Board.

1. **SCOPE:** Lease or build to suite, lease back of approximately 25,000 sq. ft. of office space in Texarkana, Texas or Texarkana, Arkansas, reference Attachment A for detailed lease specifications.
2. **LEASE TERM:** This lease shall be for a period of ten (10) years beginning January 1, 2007, with options to renew.
3. **DEFINITIONS:**

“ADA” – Americans with Disabilities Act

“NETxWDB” – North East Texas Workforce Development Board

“NETXWC” – North East Texas Workforce Center

“TAS” - Texas Accessibility Standards

SECTION II SUBCONTRACTING

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

- a. Lessors planning to subcontract all or a portion of the work shall identify the proposed subcontractors.
- b. All Subcontracting shall be at the lessor's expense.
- c. NETxWDB retains the right to check subcontractor's background and make determination to approve or reject the use of submitted subcontractors.
- d. The lessor shall be the only contact for NETxWDB and subcontractors. Lessor shall list a designated point of contact for all NETxWDB and subcontractor inquiries.

SECTION III PROPOSAL INFORMATION

1. **INTRODUCTION:** This Request for Proposal (RFP) describes space to be leased as approximately 25,000 usable square feet of Office Space for needs of the North East Texas Workforce Center in the City of Texarkana, Texas or Texarkana, Arkansas.
2. **THE LEASE:** The standard lease requirements, attached as Attachment B will be used. **THE STANDARD LANGUAGE WITHIN THE LEASE REQUIREMENTS IS NOT NEGOTIABLE.** The initial term of the lease will be for 10 years, with options to renew.

3. **SCHEDULE OF EVENTS:** NETxWDB reserves the right to change the dates shown below upon written notification.

EVENT	DATE
RFP Advertisement	October 28, 2005
Deadline for Submission of Questions	November 11, 2005
Deadline for Submission of Proposals	December 02, 2005
Award of Lease	January 03, 2006
Expected Lease Start Date	January 01, 2007

4. **PRE-PROPOSAL CONFERENCE:** A Pre-Proposal Conference will not be held with proposers.

5. **PROPOSAL REQUIREMENTS:**

5.1 **Submission:**

- 5.1.1 Respondents shall submit one (1) original and four (4) copies of the proposal, including required exhibits. Pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the proposal. Original containing original signatures should be clearly marked as "Original".
- 5.1.2 Respondents to this RFP are responsible for all costs of proposal preparation.
- 5.1.3 All proposals shall be received and time stamped at NETxWDB prior to 3:00 p.m. Central Standard Time on the date specified in the Schedule of Events. NETxWDB reserves the right to reject late submittals.
- 5.1.4 Proposals should be placed in a separate envelope/package and correctly identified Company name with RFP number, submittal deadline/opening date and time clearly marked. If submitting multiple responses, each response should be placed in a separate envelope and correctly identified with RFP number, submittal deadline/opening date and time. It is the respondent's responsibility to appropriately mark and deliver the proposal to NETxWDB by the specified date. NETxWDB will not bear liability for any costs incurred in the preparation and submission of offers in response to this RFP.
- 5.1.5 Receipt of all addenda to this RFP should be acknowledged in the proposal or a signed copy returned of each addendum to the response.
- 5.1.6 The lessor must indicate the costs for Standard Tenant Improvements, Tenant Agency Improvements, Utility Costs, and Janitorial Costs, as requested on the proposal submittal form. NETxWDB reserves the right to assume costs for those services at any time during the original lease period or renewal and to reduce the monthly rental by the applicable amount.

- 5.2 **Content:** Proposals submitted without this information will be rejected. NETxWDB reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state. Proposal Submittal and Execution of Proposal Form (Exhibit B) shall be returned with the bid response. Failure to do so will result in disqualification.

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

- 5.2.1.1 Company description
- 5.2.1.2 Ownership (if partnership, identify each partner)
- 5.2.1.3 Physical address (if partnership, include address of each partner)
- 5.2.1.4 Mailing address (if partnership, include address of each partner)
- 5.2.1.5 Other company locations
- 5.2.1.6 Telephone and facsimile number
- 5.2.1.7 E-mail address of company's primary contact
- 5.2.1.8 Financial report, including latest annual report and latest quarterly report.

5.2.1.9 All litigation that your company has been involved in within the last three (3) years. If the firm has been in existence less than three (3) years, identify litigation involving owners and management.

5.2.2 Experience and Financial Condition:

- a. Provide a summary of qualifications including commercial development experience and commercial property management experience;
- b. Provide a summary of real properties currently owned and/ or managed;
- c. Provide resumes of key management personnel;
- d. Provide a written statement attesting to financial capacity to perform under the terms, conditions, and specifications of the Lease Contract, Attachment B.

5.2.3 References:

- a. Include a minimum of three (3) references from current tenants (other than the client agency requesting the space), including names, company information and telephone numbers;

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

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

5.2.5 Exhibit B: Proposal Submittal and Execution of Proposal form: Respondents shall provide a Lease Space Cost for each property to be leased in response to this RFP. This form is to be completed and returned with the proposal. It is to be signed by an authorized agent of your company. Failure to do so will result in disqualification of the proposal.

5.2.6 Additional Required Documentation: In addition to the information requested above, the following information is also required:

A. Ownership/Control

1. NETxWDB will NOT accept any proposal without a specific legal description AND legally enforceable documentation proving ownership or control of the property offered. Only ONE location may be submitted per proposal. If the property is currently owned by the lessor, the proposal must include the following to support ownership.
 - a. A legible copy of a recorded deed showing the name(s) of the owner(s) and legal description. The name(s) of the owner(s) must match the names of the lessor(s). The recorded deed must include the legal description of the property offered.
 - b. If the legal description in the deed does not describe the property offered (because of re-subdivision or other reasons), the lessor shall attach a current legal description of the specific property and a plat map clearly identifying the specific property.
2. If the property is not currently owned by the lessor, the proposal must include the following to prove control.
 - a. A legible copy of the fully executed document demonstrating control of the property offered, which may be demonstrated by a contract for sale or exclusive option or other legally enforceable agreement acceptable to the NETxWDB, between the seller and lessor. Any documentation submitted to prove control of the property must contain clear language specifying the legal description and period of control, which must NOT terminate during the evaluation process and prior to a lease Award.

- b. A copy of a recorded deed showing the name of the owner(s) must exactly match the name of the seller(s). The recorded deed must include the legal description of the property conveyed.
 - c. If the legal description in the deed does not describe the property, the lessor shall attach a plat map clearly identifying the specific property offered.
 - d. Proof of legal authority to act on behalf of an owner must be submitted.
3. A proposal submitted by an agent MUST include a copy of the legally enforceable document, acceptable to the NETxWDB, identifying the principal, scope and duration of the agency.
 4. No property substitution will be allowed.
 5. All owners or potential owners of the property must be disclosed.

B. Site Plan

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

C. Location

Proposer must provide four (4) copies of a city map indicating location of the building/site offered. The location described in Attachment A, Lease Specifications is the preferred location for the leased property. However, proposals will be accepted for property outside the preferred location but those proposals will be evaluated and scored accordingly. Reference evaluation criteria found in Section III, paragraph 6, Proposal Evaluation. **Preference will be given to properties within the preferred area.**

5.3 Inquiries:

- 5.3.1 All inquiries shall be submitted in writing to Shirley Lakey at facsimile 903-794-4884 or by email to shirley.lakey@twc.state.tx.us.
- 5.3.2 All inquiries that result in written addenda to the RFP may be obtained through the point of contact listed above.
- 5.3.3 Upon issuance of this RFP, besides written inquiries as described above, other employees and representatives of NETxWDB will not answer questions or otherwise discuss the contents of the RFP with any potential lessor or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this proposal.

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

U.S. Postal Service	Overnight/Express Mail	Hand Deliver
NETxWDB 911 N. Bishop Building A Wake Village, Texas 75501-6328	NETxWDB 911 N. Bishop Building A Wake Village, Texas 75501-6328	NETxWDB 911 N. Bishop Building A Wake Village, Texas 75501-6328

5.5 Proposal Opening

- 5.5.1 Proposals will be received until the date and time established for receipt. Proposals shall be

opened in a manner that does not disclose the contents before a lease is awarded. Only the names of the respondents who submitted proposals will be made public. Prices and terms will not be divulged until after lease award. NETxWDB considers all information, documentation, and other related submission materials to be confidential and/or proprietary before a lease is awarded.

- 5.5.2 Telephone and facsimile proposals are not accepted in response to this RFP.
- 5.5.3 All submitted proposals become the property of NETxWDB after the RFP submittal deadline/opening date.
- 5.5.4 Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by NETxWDB.
- 5.5.5 Proposer certifies that owner is not currently delinquent in the payment of any taxes or certain debts owed.

6. **PROPOSAL EVALUATION**

6.1 In determining the best value, NETxWDB may consider:

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

6.2. Evaluation Criteria

A. Location	10%
B. Price	40%
C. Experience, Financial Condition and References	10%
D. Condition of Facility	40%
	100%

6.3 The intent of NETxWDB is to award a lease to the lessor whose proposal is considered to be the best value to the Board.

6.4 An evaluation committee will be established to evaluate the proposals. The committee will include employees of NETxWDB, Mayse & Associates, Inc. and may include other impartial individuals who are not NETxWDB employees.

6.5 NETxWDB reserves the right to reject any or all proposals submitted, or to award a lease to the lessor whom in NETxWDB's opinion offers the best value to the State. NETxWDB also reserves the right to cancel the RFP process and pursue alternate methods for providing the space requirements.

6.6 NETxWDB reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.

6.7 NETxWDB reserves the right to waive any minor technicality noted in the submission process. Submission of proposals confers no legal rights upon any proposer.

6.8 NETxWDB reserves the right to request further documentation or information and to discuss a proposal with any proposer in order to answer questions or to clarify any aspects of the proposal.

- 6.9 NETxWDB may develop a "short list" of qualified proposals, and may determine that the proposer(s) should submit a Best and Final Offer (BAFO). Each "short listed" proposer will be given a reasonable opportunity for discussion and revision of their proposal.
- 6.10 When space offered is to be constructed, NETxWDB may require additional information or documentation before a lease is awarded.

7. SELECTION AND AWARD PROCESS

- 7.1 Proposals shall be scored by an evaluation committee, using the criteria shown in Section 6.2 above. The evaluation committee will determine if discussions and/or Best and Final Offers are necessary. Award of a lease may be made without discussions or Best and Final Offers, if in the best interest of NETxWDB. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal. NETxWDB may, at its discretion, elect to have respondents provide oral presentations of their proposals. A request for a Best and Final Offer will be made at the sole discretion of NETxWDB and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award. In the event an Award does not occur, the process may continue until NETxWDB makes an Award or terminates the process.
- 7.2 A proposal presented in response to this RFP is subject to negotiation concerning any issue(s) deemed relevant by the NETxWDB. NETxWDB reserves the right to negotiate any issue with any party. Lessor may not negotiate with any occupying agency. Any contact by lessor with NETxWDB or occupying agency regarding this RFP, other than those submitted in writing, will result in disqualification of the proposal.
- 7.3 Lease Award Notice will be sent to the successful proposer. Execution of the Lease Contract is required prior to processing any payments to the Lessor.
- 7.4 All Lease Award Notices are subject to approval by NETxWDB members. If the Board does not ratify the Lease, it may be terminated without liability upon 30 days notice to the Lessor.
- 7.5 Submission of a proposal indicates lessor's acceptance of the evaluation process and recognition that the NETxWDB may make subjective judgments in evaluating the proposals to determine the best value.

SECTION IV GENERAL TERMS AND CONDITIONS

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE LEASE CONTRACT)

1. **SPECIFICATIONS:** The lease property provided shall be in accordance with the specifications herein. NETxWDB will decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of work performed. NETxWDB will decide the rate of progress of the work and the acceptable fulfillment of the lease on the part of the lessor.
2. **AWARD OF A LEASE:**
 - 2.1 A response to this solicitation is an offer to lease to the NETxWDB based on the terms, conditions and specifications contained in the solicitation. Responses do not become leases unless and until they are accepted by the Board, the execution of a standard Lease by all parties and issuance of a Lease.
 - 2.2 The lease is void if sold or assigned to another company without written approval of NETxWDB. Written notification of changes to company name, address, telephone number, etc. shall be provided to NETxWDB as soon as possible, but not later than thirty (30) days from the date of change.
3. **PAYMENT:** Payment will be made in accordance with the standard Lease terms.

4. **PATENTS OR COPYRIGHTS:** The lessor agrees to protect NETxWDB from claims involving infringement of patent or copyrights.
5. **LESSOR RESPONSIBILITIES:**
 - 5.1 The lessor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the lease including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, lessor shall furnish NETxWDB with satisfactory proof of its compliance.
 - 5.2 The lessor shall be responsible for damage to NETxWDB's equipment, and/or property by its works, its negligence in work, its personnel, or its equipment. The lessor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing work for NETxWDB.
 - 5.3 The lessor shall provide all labor and equipment necessary to perform the lease described herein. All employees of the lessor shall be a minimum of 17 years of age and experienced in the type of work to be performed. No visitors, wives, husbands, children or other relatives of the lessor's employees will be allowed on property during working hours, unless they are bona fide employees of the lessor.
6. **DAMAGE CLAIMS:** The lessor shall defend, indemnify, and hold harmless the Board, all of its officers, agency and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of lessor or any agent, employee, subcontractor, or supplier of lessor in the execution or performance of this lease.
7. **ABANDONMENT OR DEFAULT:** If the lessor defaults on the lease, NETxWDB reserves the right to cancel the lease without notice and either re-solicit or re-award the lease to the next best responsive and responsible respondent. The defaulting lessor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.
8. **RIGHT TO AUDIT:** Lessor understands that acceptance of funds under this lease acts as acceptance of the authority of the NETxWDB or any successor agency, to conduct an audit or investigation in connection with those funds. Lessor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Lessor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the lessor and the requirement to cooperate is included in any subcontract it awards.
9. **PROPRIETARY OR CONFIDENTIAL INFORMATION:** Responses may include proprietary or confidential information. NETxWDB will take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.
10. **PUBLIC DISCLOSURE:** No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of NETxWDB.

Lease Specifications

Attachment A

1. The office space requested is to be an existing single story, free standing, ground level and/or a new build-to-suit free standing building with contiguous parking.
2. The least space must be in compliant with Texas Accessibility Standards (TAS), and Americans with Disabilities Act (ADA), throughout the duration of the lease. The Lessor is responsible and accountable to comply with these state and federal requirements.
3. TDLR Inspection: The Texas Department of Licensing and Regulation will inspect the leased space during the first year of the lease term for compliance with Texas Accessibility Standards (TAS). If any deficiencies found, TDLR will allow 90 days to correct deficiencies at Lessor's expense. The Lessor will be responsible for payment of an inspection fee.
4. Asbestos Survey: Recent legislation which applies to buildings subject to public occupancy or access by the general public requires that the Lessor must have the building surveyed by a licensed asbestos surveyor prior to any renovations, repairs, alterations or modifications within a public building.

As a condition of this proposal, Lessor warrants that the described lease space is free of friable and/or damaged asbestos containing material. Lessor agrees to adhere to all rules and regulations pertaining to the "Texas Asbestos Health Protection Act" administered by the Texas Department of Health throughout the term of this lease.

5. Fire & Electrical Codes: Lessor shall be responsible for meeting the applicable requirements of the current National Electric Code, the National Fire Protection Association (NFPA), NFPA Life Safety Code, National Electric Safety Code, standards of the National Electric Manufacturers Association, Insulated Power Cable Engineers Association, the American Institute of Electrical Engineers and applicable local codes and ordinances. Lessor certifies that for the term of the lease and any additional tenancy, Lessor will comply with all applicable requirements.
6. Fire Protection: Lessor is required to furnish the following:
 - a. Automatic Fire Sprinkler System
 1. Building shall be equipped with a fully automatic fire sprinkler system in accordance with local fire department requirements and per NFPA 13. If existing Lessor shall insure sprinkler heads are relocated to meet room configurations and are of the highest quality so as to prevent leaking and faulty discharge. Existing systems shall be inspected and certified by the local Fire Chief.
 - b. Suppression Equipment – Portable multi-purpose dry chemical fire extinguishers as required by NFPA #10, Standard for Portable Fire Extinguishers, i.e.:
 1. One (1) ten (10) lb. capacity multi-purpose dry chemical ABC type fire extinguisher for the employee break room.

2. One (1) ten (10) lb. capacity multi-purpose dry chemical (Class ABC) type fire extinguisher for each 3,000 square feet and/or maximum travel distance of 50 linear feet in the general work area. Square footage and travel distance requirements will remain the same.

If the local jurisdiction authority has a more stringent requirement for fire protection equipment, then it shall be Lessor's responsibility to comply with that requirement. It is the Lessor's responsibility to maintain and comply with all the applicable standards and codes.

c. Heat / Smoke Detectors:

When required by the Life Safety Code, NFPA #101, or the local authority having jurisdiction, the Lessor shall provide and install a heat and/or a smoke detection system. Lessor shall provide and install an appropriate number of UL listed, electrically powered smoke sensing fire detectors in the lease space. Installation and spacing of the detectors shall be in accordance with the manufacturer's instruction and NFPA standards, but shall not be less than one detector for each 900 square feet of space. When the Lessee is a tenant in a multi-tenant building and building has an automatic detection system, the Lessor shall extend the detection system into the Lessee's space. Lessor shall install and maintain in the lease space an audible/visible fire alarm system with manual pull boxes and connected to the building fire alarm system. The audible alarm shall be of such character and maximum noise level in all employee occupied areas. The signals shall be distinctive from other audible indicating devices in the areas. Visual indicating devices shall meet the requirements of the latest edition of the National Fire Protection Association (NFPA) Life Safety Code. The detectors shall be interconnected with the building fire alarm system. Initial and replacement charges for smoke detectors and their subsequent maintenance shall be at Lessor's expense.

7. Federal State and Local Laws & Codes: The space occupied by lessee pursuant to the terms of the lease must comply with all applicable federal, state or local laws, statutes, ordinances, codes, rules and regulations relation to the public health, safety and welfare, and lessor hereby covenants that the space will so comply.
8. Allowance: As part of the tenant finish or build to suite costs, Lessor must include and should incorporate a contingency allowance of \$100,000.00 in the proposal price to cover the cost of additional alterations or modifications that may be required by Lessee. The Lessee may authorize the use of [proceeds from the fund throughout the life of the lease. Any unused portions of the allowance will be applied against the final payment \(s\) of the lease contract.](#)
9. As part of this agreement and in a timely fashion as to not affect the proposed occupancy date, design development documents (floor plans and specifications) shall be provided by the Lessor to the Lessee prior to commencement of construction for Lessee's comments, changes, alterations, etc. After Lessee's review and acceptance of floor plans and specifications, Lessor shall provide construction documents (CD's) which incorporates any and all comments, changes, alterations, etc. and becomes an attachment to the lease agreement. All documents are subject to review and comment by the Lessee's architect, Mayse & Associates, Inc.

10. Lease Requirements:

a. Location

Located within the city limits of Texarkana and should be convenient to public transportation systems and bus routes.

b. Site

Site shall be on a public thoroughfare and provide adequate parking. Configuration should conform generally to the following hypothetical site plan. (Refer attached)

11. Usable Office Space

The area/space to be occupied shall contain approximately 25,000 sq. ft. of usable office space. Space shall be partitioned by Lessor to conform generally with the following hypothetical floor plan and list of room dimensions and approximate square footage of each room. Space for each individual department identified in the following schedule. (Refer attached.)

12. Floor Plans:

- a. Each proposal form must be accompanied with the required plans. Each prospective Lessor will be required to submit two current floor plans with dimensions (preferably designed and drawn by a licensed architect, engineer, space planner, designer, professional, etc.) of the proposed space to be occupied.

Floor plans shall clearly show all building structural systems, columns, permanent walls, elevators, restrooms, mechanical rooms, stairs, halls and exit ways for life safety requirements, building common areas and demising walls. These plans are for information only, and in no way does this submittal relieve the Lessor of the responsibility for space planning of the lease space.

If the lease space is to be a newly constructed facility, the Lessor shall provide one scaled drawing with measurements indicating the required facility layout on a plan referencing the lot design, building location, parking, streets, etc. The drawings shall be accurate and legible. The drawings shall include the following components, as well as other relevant information: North Arrow, Property Boundaries and Fences, Locations of Buildings Tenant Divisions and Names, Locations of Pavement, Roads, Drives, and Railroads, Street Locations with Full Names, Adjacent Businesses and Properties with Names. The drawing should show a proposed site location plan with existing utilities, easements, required setbacks, required green belts, retention pond, landscape green areas, ingress and egress. Also, locate and label all other features and include the name and RFP number on the drawing.

Plans are to be accurate and properly scaled. Depending on the existing condition of the facility the Lessor will be responsible for submitting construction documents prior to commencement of construction for approval, as well as providing construction documents to appropriate required governmental agency. Only the successful Lessor will be required to submit for Lessee approval all construction drawings and specifications including all Architectural, Mechanical, Plumbing, Electrical, etc. prior to the start of construction.

- b. Layout:

A layout which the Lessee finds to be an ineffective placement of personnel and work flow shall not be acceptable, and Lessor agrees that an acceptable layout to the Lessee is a condition of the proposal. Generally a square and not excessively narrow building design provides a more preferable and usable space.

13. Parking

- a. Lessor shall provide eighty-five (85) off-street parking spaces for Lessee's employee and visitor parking as well as required disabled spaces near ramp as per TAS. One disabled parking space is required for each 25 spaces available. At least one disabled space must be van accessible.

Lessor shall provide and maintain all parking lot striping, including marking to identify spaces allocated to NETXWC, if parking facilities are shared by other tenants or neighbors.

Lessor shall provide and maintain all signage in accordance with applicable statutes to identify parking spaces reserved for visitors, individuals with disabilities, state vehicles, and other specific designations which may be identified by NETxWDB. Lessor should provide concrete wheel stops (bumper blocks with required signage) where appropriate to prevent vehicles from extending onto sidewalks or accessible routes.

- b. Surface:

The parking lot surface area shall be concrete. Lessor shall provide and maintain parking lot surfaces and be responsible for all repairs and improvements and will be responsible for any liability associated with parking lot surface condition and related accidents.

All drives and parking shall have proper water drainage, to prevent accumulation of water, (ponding), shall be resurfaced and/or repaired to a like-new condition and shall be maintained by Lessor at all times in a clean and neat condition.

The parking area must have curbs, walks, (steps and retaining wall if required) and proper drainage to prevent accumulation of water and should comply with codes and ordinances. The Lessor must install concrete wheel stops as deemed appropriate by Lessee. Provide a ramp from parking lot surface to finish elevation of sidewalk at entrance, gradient 1" to 1'0", for disabled use shall be required. The Lessor must make accommodations for individuals with disabilities in the design in relations to curbing and sidewalks. Curbing designs and approaches should acknowledge and include in the layout design adequate access from the street. This may pertain to bus stops or any other means mass transportation off the streets, shoulders, right of ways, etc.

The Lessor is responsible for being in compliance with all local, state, federal codes and/or laws in regards to retention reservoirs or ponds, green belts and retaining walls to retard soil migration.

c. Lighting:

All parking areas shall be lighted to an average of two (2) footcandles and with a minimum of .5 foot-candle at any point in parking lot. Readings shall be at parking surface. Lighting levels in up to 10% of the required parking spaces may be below the minimum required footcandles, provided that no more than two (2) of these spaces are located together and not more than two (2) spaces out of an area of twenty (20) contiguous spaces are noncompliance. Final arrangement of noncompliance lighting parking areas must be approved by Lessee.

d. Dumpster:

A concrete pad shall be installed for the dumpster. A fence for security and aesthetics shall be installed around the dumpster pad. Location for the dumpster pad shall be away from the building and the walking public traffic so that the dumpster is physically unobtrusive, the odors are away from the building, etc., but accessible for routine trash pickups.

14. Building Exterior and Landscaping.

Exterior of the building must be kept neat in appearance. If landscaped, grass, trees and shrubbery must be trimmed and maintained on a regular basis by the Lessor.

Entries to lease space shall be free of obstructions which could provide shadowed areas for concealment, or which would otherwise obscure view of entry from the street.

The Lessor shall, as required by Lessee, provide and insure a safe and secure premises with the use of lighting, fencing, etc. depending on the environmental surrounds, Lessor shall provide paved and illuminated walkways from parking areas to all entries to lease space. Pavement and illumination shall be as specified for parking surfaces or approved by Lessee.

Perimeter walls shall be of quality material and construction to provide modern office appearance. A masonry veneer is preferable. The space requested is to be ground level. If new construction, the Lessee prefers the exterior perimeter height to be constructed in a parapet design to provide sufficient height to hide the mechanical rooftop units, exhaust fans, or other components from visibility at street level.

New perimeter exterior walls are to have minimum R-19 insulation factor and all existing perimeter walls must have a minimum of R-13 insulation factor. Insulation should be permanently fastened by using a mechanical anchoring pin device.

Exterior doors should be provided with adequate overhead protection (7' x 10' minimum), canopy, awning, etc as required and approved by the Lessee. Demising walls which form the perimeter of the lease space shall extend from floor through ceiling (interrupting ceiling plane) to underside of

floor slab or roof deck above. Perimeter or demising partitions construction shall comply with applicable UL fire-restive design and State Energy Code.

If the Lessor modifies, removes or alters the exterior, Lessor will be responsible for repairing, painting, correcting, etc. the exterior of the lease space to a finish and uniform condition, as approved by Lessee.

The interior support columns of the structural steel building should be placed in a manner that will provide a maximum span between supports, but does not interfere in the layout of the waiting and general work area. These columns should be positioned at specific points, in order to incorporate with all partitions, outline edges, of corridor traffic and/or permit proximity to the modular units and/or counters in the waiting and public areas.

Roof should consist of a good condition commercial type, both in quality and design with a proper guttering and drainage system. Lessor shall provide and install a roof hatch/scuttle with wall ladder per code and as approved by Lessee on location.

Any exterior window(s) or glass doors shall have mini blinds as approved by Lessee. The coverings shall be in new condition, shall be in satisfactory working condition, and shall be replaced as needed.

The following locations shall be caulked, gasketed, weather-stripped, or otherwise sealed to prevent air infiltration through exterior joints around windows and door frames in a manner acceptable to Lessee: top and bottom wall plates; openings and penetrations of utility service through walls, floors and roof; and any other such openings in the building envelope, as deemed reasonable and necessary by Lessee and Lessor.

15. Doors and Access

General:

All doors should be sized properly for proper clearance in relation to floor material and sealed/painted on all edges of the door.

Door surfaces shall be stained, sealed, finished and cleaned.

Any existing doors that are not being utilized in the lease space must be removed, sealed and/or secured shut, and approved by Lessee.

All doors to the occupied space within the lease shall conform to "barrier free design".

Any exterior doors shall have non-duplicating keys and non-removable hinge pins.

NETXWC employees shall have access to the leased space at all times during non-working hours without having to make prior arrangements to gain entry to the building and/or leased space.

Lessor shall provide accessible entrances when not all are accessible (inaccessible entrances shall have directional signage to indicate the route to the nearest accessible entrance). If a particular entrance is not made accessible, appropriate accessible signage indicating the location of the nearest accessible entrance(s) shall be installed at or near the inaccessible entrance, such that a person with disabilities will not be required to retrace the approach route from the inaccessible entrance.

At least one (1) entrance/exit door for the Public and one(1) entrance/exit door for the NETXWC employees, must comply with and meet TAS. In a newly constructed building; at least 50% of entrance/exit doors must comply with all accessibility requirements.

Door Requirements:

Lessor shall provide kick plates and toe hold opener devices as required by Lessee. Requirements include, but are not limited to, door size, foot/pounds pressure for opening and closing door, door handle lever design, as well as height restrictions for door knob, tactile lever set for electrical room, etc.

All emergency exit doors shall be labeled by Underwriters Laboratories with appropriate fire resistance rating.

Exterior Doors:

All exit and exterior doors of the lease space shall be constructed so as to provide the Lessee with security. Adequate lighting, frame strength, secure locking or latching devices are required. The exterior doors shall be weather tight and in good, new or like-new condition showing no signs of fatigue, dents, warping, etc. If not, replacement will be required.

All existing exterior door dimensions shall be a minimum of 3'0" x 6'8". All new exterior door dimensions shall be a minimum of 3'0" x 7'0", unless otherwise approved by Lessee.

Exterior doors shall open to the outside for proper egress. Concrete sidewalks, ramps and thresholds must comply with disabled accessible guidelines.

Front entrance doors shall be constructed of heavy duty 1/4" tempered safety glass, tinted and glare proof plate glass, Pittsburgh, or equal, in aluminum frame with push/panic bar, double cylinder deadbolt (keyed from both sides) latching system (flush bolts) door check or closer. The exterior door pulls shall be TAS approved (loop or level style). Thresholds for weather protections shall be installed on all exterior doors. Door jamb and header shall be designed for proper weather protection.

If entrance doors do not have view through glass panel, Lessor shall furnish and install appropriate door opening protection, signage, etc. in order to warn and protect people of the opening door. A peep hole might also suffice in this scenario, or as approved by Lessee.

Interior Doors:

All interior office doors shall be solid core: plastic laminate, or equivalent, as approved by Lessee. Hollow core doors are not acceptable.

All existing interior door dimensions shall be a minimum of 3'0" wide by 6'8" high, unless specifically exempted by Lessee.

All new interior door dimensions shall be a minimum of 3'0" wide by 7'0" high, unless specifically exempted by Lessee.

Special Doors:

Door located in the break room, classrooms, and between reception area and general work area shall have an 8" x 24" safety glass viewing panel inserts and automatic closer, or as approved by Lessee. Minimum quantity required shall be seven (7) units.

Emergency Doors:

All emergency exit doors shall be labeled by Underwriters Laboratories with appropriate fire resistance rating and equipped with panic hardware.

Door Frames:

All exterior door frames shall be metal.

Interior door frames shall be hollow metal or aluminum.

Note: New interior door frames shall be hollow metal door frames.

Door Hardware:

Hardware shall be a good commercial quality. All doors shall be equipped with acceptable designs such as lever-operated mechanisms, locking capability, push-type mechanisms, or U-shaped handles.

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.

All existing interior doors shall be retrofitted with lever type handles per TAS, and approved by Lessee.

Lessor shall furnish and install hardware including door closures, passage sets, locksets, push and pull hardware with plates, floor mounted door stops, toe and/or hold open devices and kick plates 36" x 10" to 34" on one or both sides of doors depending on activity and usage, as required and approved by the Lessee.

Required door closures at a minimum, should include all the restrooms, break room, exterior doors, and doors between general work area and waiting area. Maximum quantity required shall be twelve (12) units.

Required kick plates at a minimum, should include all doors with door closures.

Door Keys and Locks:

All exterior doors shall be keyed alike. Lessor to furnish ten (10) keys to Lessee for each type lock, individually numbered as specified by the Lessee.

Lessor is to re-key all locksets on the day Lessee occupies the lease space.

The Lessor will be required to install two (2) push button combination access control security hardware on the outside of the rear or side exit door and one interior door to permit controlled entry by NETxWDB employees. Push/panic hardware must be installed on the inside of door.

Lessor may be required to install alarm push/panic hardware on the inside but not on the outside.

Privacy locks are determined to consist of a handle, knob, or pull (as described in the door hardware section) with a single, keyed cylinder deadbolt that is locked from the exterior side of the intended space. The door shall not be functional or locked from the inside of the space. Hardware must be approved by NETxWDB prior to installation.

Lessor is to furnish push/panic hardware with top/bottom latching device and door pulls at double doors located between general work area and waiting area.

Install push plates and pulls on each of the four (4) restrooms.

Special Hardware:

Lessor shall provide appropriate knobs or pulls on all cabinets, doors and millwork, whether existing or new, in accordance with TAS. Handles, pulls, latches, locks and other operating devices on accessible doors shall be 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.

Electronic Security:

If NETxWDB elects to purchase an intrusion detection system with sensors or equipment to be installed at windows, ceiling and/or doors, etc., the Lessor agrees to permit Lessee to have security equipment installed and removed at Lessee's expense throughout the duration of the lease. The Lessor agrees to make accommodations and provisions for electrical and telephone requirements, providing a dedicated circuit outlet and 4' x 4' (or 3' x 3') painted plywood board and telephone cable if Lessee deems security is required.

NETXWC's employees shall have access to leased space at all times during non-working hours without having to make prior arrangements to gain entry to the building and/or leased space.

16. Windows

Exterior Glass:

Windows preferably are located at the front of the space and do not extend to the floor, preferably the window sill shall be no lower than 30" from top of concrete slab.

Interior Glass:

The Lessor must provide and install one (1) frames fixed glass panel approximately 4' x 3" with mini-blinds. Located in the Manager's Office. Color and style selection must be approved by Lessee.

New window frames shall match existing window frames in color, type, style, location, or as approved by Lessee.

17. Wall Partitions

General:

Perimeter walls shall be of quality material and construction to provide modern office appearance. Interior partitions shall be ceiling high, drywall with texture and paint.

Interior walls, floor surfaces, ceiling tiles, light fixtures, doors, windows, fixtures, etc. of the building will be maintained in first class condition by lessor. Repairs will be accomplished as needed and as agreed between Lessor and local office manager.

All newly constructed wall partitions both exterior and interior, as well as the building frame structure must be metal studs and structural steel framing.

All newly constructed perimeter wall partitions must have minimum factor of R-19 fiberglass batt insulation that is permanently fastened by using a mechanically anchoring pin device and perimeter walls are to be constructed of six inch (6") metal studs.

Interior walls are to be floor to ceiling unless otherwise specified.

Columns should be enclosed as required by Lessee.

Interior Layout:

Interior walls should be placed in a manner that will provide a maximum work area but does not interfere in the layout of the waiting and general work area. If interior support columns exist, these columns should be incorporated in the wall partitions, outline edges of corridor traffic, and permit proximity to the modular/desk cluster units and/or counters in the waiting and public areas.

All corridors in excess of 30 feet in length shall be at least 5 feet wide. All exit corridors shall be at least 5 feet wide. Aisle width between and around open office landscape clusters shall be at least 48 inches clear.

a. Partitions

Interior partitions shall be ceiling high. All work that is to be constructed shall align with existing construction and shall fit smooth and flush. Walls shall be finished with 5/8" type "X" gypsum board with staggered joints.

All existing and new wall finishes shall have a consistent texture, finish and quality.

All exposed steel structural columns that are incorporated into the lease design shall be sanded, primed and painted (or enclosed) to match walls or as approved by Lessee.

Partitions shall extend uninterrupted from floor to ceiling and extend to and seal against roof structure above for acoustical purposes, safety or fire resistance. This type of partition (full height demising) is required for all exterior perimeter wall partitions and interior wall partitions located at toilet facilities, mechanical rooms, break room and between general work area and waiting area at a minimum, or as required by Lessee.

All restroom partitions must be constructed using floor to roof deck metal studs with the water resistance sheetrock being installed from floor to ceiling. Provide sound batt in walls and above ceiling.

Break room partitions must be constructed using floor to roof deck metal studs with the 5/8" type X sheetrock being installed from floor to ceiling.

Mechanical partitions must be constructed using floor to roof deck metal studs with the 5/8" type X sheetrock being installed from floor to ceiling. Provide sound batt in walls and above ceiling.

b. Finishes:

Interior partitions shall be drywall with texture and paint, or approved by Lessee.

Lessor shall paint walls as indicated on drawings and/or specifications or as per Lessee.

Painted new surfaces shall consist of a minimum of one (1) coat of primer and two (2) coats of enamel with a semi-gloss, slightly textured finish.

Existing wall surfaces shall have a minimum of two (2) coats of semi-glass enamel.

Paint material quality shall be a top of the line commercial grade paint and approved by NETxWDB.

If repairs and/or spot painting are necessary, the entire wall from corner to corner or door frame to door frame shall be repaired and/or painted. Repairs and painting must be pre-approved by Lessee.

Acceptable finish shall be smooth, free of runs, laps, brush marks, dust, scratches, etc., and shall be fully covered with uniform color, (color of walls, door, and frames is to be decided by Lessee).

New interior walls are to be constructed, textured and painted to match existing walls. Existing or new textured gypsum walls are to be painted.

Restrooms:

Lessor shall provide minimum of 6' 0" high ceramic tile wainscot or floor to ceiling high fiberglass reinforced plastic (FRP) "Marlite" (or equal) wall panel in each restroom. FRP panels should include all trim pieces, fastening adhesive and rivets as required for a clean, professional and washable installation/finish. Depending on existing conditions, the Lessee prefers ceramic tile floor and walls. Lessor agrees ceramic tile or FRP wall panel colors and design must be approved by Lessee.

Drinking Fountain:

Lessor shall provide and install backsplash guards on walls at all drinking fountains. Backsplashes shall be laminate or as approved by Lessee. The dimensions shall be 48"W x 30"H with the installation height and locations determined by Lessee. Furnish and install decorative trim around edges of backsplashes.

Janitor's Room:

Installation of FRP wall panels or other approved backsplash wall panels shall be installed behind the hot water heater and janitor sink. FRP panels should include all trim pieces, fastening adhesive and rivets as required for a clean, professional and washable installation/finish.

Depending on existing conditions, the Lessee prefers ceramic tile floor and walls. Lessor agrees that VCT, ceramic tile and FRP panel colors and design must be approved by Lessee.

Install 4' 0" wainscot fiberglass reinforced plastic (FRP) wall panels or approved backsplash behind the hot water heater and service (mop) sink (minimum 48" x 48") as approved by Lessee.

Insulation:

a. Exterior:

All newly constructed perimeter wall partitions must have a minimum factor of R-19 fiberglass batt insulation that is permanently fastened by using a mechanically anchoring pin device.

All existing perimeter wall partitions must have a minimum factor of R-13 fiberglass batt insulation.

b. Interior:

Interior partitions shall be insulated with fiberglass batt insulation material, or such that a normal conversation cannot be overheard in adjoining offices or areas.

All walls are to be insulated to provide maximum privacy or as Lessee approves.

Insulated interior partitions pertain at a minimum to the interior walls for all classroom, multipurpose restroom, waiting area, break room and manager's offices.

Selections & Samples:

Lessor will be required to provide two (2) sample boards indicating various type, styles, color and sample of various interior finish components. Lessor shall provide professional assistance, if requested by NETxWDB, pertaining to finish selection and/or provide NETxWDB with samples and finishes for NETxWDB use. The interior sample board submittals should provide selection choices of possible color schemes, of which NETxWDB will provide directions.

Lessor shall provide NETxWDB with a finish schedule listing all the selections that are installed within the lease space stating the product name, manufacturer, style, catalogue number and location.

18. Miscellaneous Structural Blocking

The Lessor must provide and install concealed structural blocking in order to secure the integrity of the workmanship and product. Areas to be considered deal with components, such as cabinets, bulletin boards, wall-boards, fire extinguishers, frames, etc. Blocking such as ½" plywood solid behind all millwork 2 (X's 2", 4", 6", etc.) material, structural steel and tubing will be adequate (use fire treated blocking as required by code).

19. Ceilings

Ceiling height in the office areas shall be no lower than 9'0" nor higher than 10'6", unless waived by Lessee.

All ceilings shall be of 2' x 4' x 5/8" or 2' x 2' x 5/8" acoustical ceiling tile laid-in T-bar spline system suspended from bar joists. Hard surface, low acoustical rated ceiling tile material will not be acceptable to Lessee. Ceiling shall consist of sound materials suspended from the deck structure. Sound reducing material suspended from deck is an acceptable ceiling grid system with Armstrong Fissured Miniboard 755B (or equal) ceiling tile laid in T-bar spline system suspended from the bar joists throughout the lease space. The miniboard should be travertine finish, standard panels, not less than 5/8" thick. Panels shall have an NRC Range of .55 -.65 and STC range of 40-44. The assembly devices and accessories should be recommended by manufacturer and as required to comply with ceiling performance. Fire rating properties of ceiling material, suspension system and deck system shall be the sole responsibility and concern of Lessor. Return air grilles shall be installed in rooms where needed for adequate ventilation and exhaust air. Lessor shall replace any existing discolored or torn ceiling tile. The ceiling shall be have clean uniform appearance.

Hangers, as recommended by manufacturer and code, shall comply with specified structural classification (ASTM C 635), not less than 12-gauge galvanized, soft annealed, mild steel wire. Hangers should be suspended from structural supporting members or immediate framing members only, and/or as per code.

Preoccupied or new lease space that has damaged ceiling grid and tile shall be replaced to provide a clean, neat and uniform finished appearance.

Ceiling system return air grilles and air supply diffusers shall be clean and serviceable with directional controls in operating condition.

Note: There are two types of systems for return air that are generally used, either ducted return air or plenum return air. In both systems, the supply air is ducted from the A/C condensing unit to supply grilles in the lease space.

The two return air systems are:

1. A ducted return air system uses an isolated ductwork chase that runs from the lease space and ties into the A/C condensing unit.
2. A plenum return air system uses the space above the drop suspended ceiling as the controlled area in order to return the air back to the A/C condensing unit.

If a ducted return air system is used, then all ceilings are to be insulated with fiberglass batt insulation to provide R-26 insulation factor. Ducts shall be rectangular metal with 2" insulation on the outside and/or ductboard.

If the HVAC system is to be designed where the plenum above the ceiling tile is conditioned space, the roof system will be designed with R-20 insulation factor. If the plenum return air system is used, then all roofs are to be insulated to provide R-20 insulation factor. If a plenum return air system is used, then all roofs are to be insulated to provide R-20 insulation factor, only if, the existing lease space will have new roof and HVAC equipment or the lease space will be newly constructed lease space.

Ceiling Insulation:

All existing ceilings are to be insulated with fiberglass batt insulation to provide a minimal R-19 insulation factor.

Newly constructed ceilings are to be insulated with fiberglass batt insulation to provide a minimal R-26 insulation factor.

20. HVAC and Exhaust Fans

Lessor shall provide an adequate and complete summer-winter air conditioning, heating and ventilation system with filtered fresh air intake of sufficient capacity and design to do a first-class job of heating, cooling and ventilation under prevailing weather conditions and with full consideration to building characteristics, heat generating equipment and occupant-visitor heat load factors. Filtered fresh air must be induced into the building in an amount of 20 cubic feet per minute (cfm) per person, calculated by the total occupancy of the building. Lessee shall furnish lessor occupant-visitor date and number. Acceptable minimum cooling capacity is usually one ton for each 300 to 350 square feet of floor area or as determined by lessee.

The HVAC system must be capable of maintaining an inside space temperature of 75 degrees Fahrenheit under all conditions year round.

a. Requirements:

Lessor shall provide and maintain a central heating and refrigerated air conditioning systems, ducted and distributed uniformly throughout the lease space, which shall provide an indoor environment which is healthful, comfortable and free of objectionable odors. System shall remain operational at Lessor's expense throughout the term of the lease contract. Heating, ventilation, and air conditioning (HVAC) system facilities shall be designed, installed and function in compliance and as required by current standards of the American Society of Heating Refrigeration and Air Conditioning Engineers (ASHRAE). Lessor may be required to provide certification by a registered mechanical engineer verifying such compliance. Lessor shall furnish the most cost efficient, as determined by Lessee, central vented heat and refrigerated air conditioning within the premises necessary for proper comfort of the occupants. The capacity of cooling, heating, ventilating, circulation and control system must be based on competent engineering with consideration given to occupancy/visitors and equipment heat load factors. Acceptable minimum cooling capacity of one ton is for each 300 to 350 square feet of floor area or as determined by Lessee. Newly installed mechanical equipment should have a minimum Season Energy Efficiency Ratio (SEER) of not less than 10.0 rating at American Refrigeration Institute (ARI) conditions for cooling.

b. Equipment and Location:

Lessor shall provide louver or directional air diffusers or grilles and necessary operational controls to allow Lessee to control the direction and flow of the supplied air. No open-ended duct work will be permitted in the leased space, and the duct work may not be exposed in office areas. Air velocity at the face of the diffuser or grilles shall not create a noise level that would interfere with Lessee's use of the leased space. Diffusers shall be selected for a noise coefficient level of 30 or better. Lessor shall provide Accutherm Therma-fusers or equal with automatic heating/cooling change over and shall be used in designated areas, as approved by the Lessee. These designated areas shall consist of classrooms, breakroom, or rooms that vary in occupancy numbers of room during the day. Return air systems will be designed to prevent excessive levels of noise, pressure or draft within the leased space. The location of the air conditioning/heating unit shall not be such as to inconvenience the Lessee unduly, either due to maintenance requirements or noise levels. The air conditioning units should be positioned in zone pattern to provide maximum and uniform coverage.

Ducts shall be rectangular metal with 1" insulation on the outside and/or 1" ductboard.

If a duct return air system is used, the all ceilings are to be insulated with fiberglass batt insulation to provide R-26 insulation factor.

If the HVAC system is to be designed where the plenum above the ceiling tile is conditioned space, the roof system will designed with an insulation factor of R-20 insulation factor.

c. Temperature:

The Lessee's normal office hours are Monday through Friday from 7:00 AM to 6:00 PM. The temperature range of the lease space shall be maintained at a comfort level acceptable to Lessee.

Relative humidity shall be maintained at a level not to exceed 60 percent nor below 20 percent at any point within the lease space. Radical changes in temperature and humidity are not acceptable. Thermostat sub-base shall include automatic season change over.

Lessor shall provide additional thermostats or sensors as necessary to accommodate special cooling requirements incorporated into specific room requirements through increase air flow or other effective means after all equipment has been installed and is operating, or occupied with people if required by Lessee.

d. Maintenance & Repairs:

Lessor shall be responsible for all repairs and parts replacement necessary to maintain satisfactory operation of the HVAC system at all times and for cleaning or exchange of filters as required. Lessor must clean or change both the return air and fresh air filters every 30 days.

e. Exhaust fans:

1. The breakroom shall be equipped with an adequate (150-300 CFM) motor driven exhaust fan complete with one-hour wall mounted run out timer, or as approved by Lessee.
2. Each restroom shall be equipped with a 200 CFM motor driven exhaust fan controlled from breaker panel. The Lessor may install one 400 CFM exhaust fan for two (2) restrooms, or as approved by Lessee.
3. All exhaust fans are to be vented to the outside.

f. Introduction of Fresh Outdoor Air:

Space must allow for the introduction of fresh air and must meet all city and county code, as well as all ASHRAE requirements applicable to fresh air introduction (Standard 62-1989). Each unit should induce filtered fresh air into the building. Newly installed air conditioning units are to regulate fresh air intake by modulating motorized dampers, preferably using rooftop type air conditioning units.

Filtered fresh air must be induced into the building in an amount of 20 cubic feet per minute (cfm) per person calculate by the total occupancy of the building (approximately 1800 cubic feet per minute (cfm) of fresh air will be required.)

Motorized dampers on rooftop units must be capable of adjustment from full closed position to 25 percent (25%) open, Dampers and indoor blower shall be controlled via a time clock and/or CO2 sensor in conjunction with the exhaust fans. Existing units must have adjustable fresh air dampers.

21. Lighting:

Lighting fixtures shall be clean and serviceable. Fixtures shall be securely mounted and independently supported as required by local code.

a. General Requirements and Maintenance:

Lessor will provide and install lights, tubes, bulbs and ballasts, bulbs and protective shields in all office, files and task work area in sufficient numbers and arrangement to deliver 75 foot-candles (f.c.) of light illumination. Lighting levels shall not drop below 50 f.c. at any point in any room that is not directly involved with the work related activities. Lighting levels shall be read at desk top level and/or at 30-inches designated as a task location as measured by standard light meter. The indicated lighting levels shall be maintained by Lessor during all regular business hours of NETxWDB.

Cost of furnishing electric fixtures, outlets, ceiling junction boxes, switches, and wiring; furnishing, reconditioning fixtures, cleaning light lens and installing electric lamps at inception of lease and

replacing those lamps and/or ballasts and repairs throughout the term of the lease shall be at Lessor's expense. Lessor agrees to maintain operation of the electrical power and lighting systems during any time Lessee requires access to lease space to meet NETxWDB workload demands.

Lessor shall submit for approval reflected ceiling plan for the area to be occupied showing arrangement of light fixtures, HVAC supply air diffusers/return air grilles and their respective controls.

b. Interior Lights:

Lessor shall furnish and install 2' x 4' lay in or pendant indirect fluorescent lighting fixtures complete with energy efficient ballast. Light fixtures complete with energy efficient ballast. Light fixtures shall be a type that minimize glare on computer monitors. Fixture type, quantity and arrangement are to be approved by Lessee.

Incandescent fixtures may be installed in restrooms and janitor's area as appropriate and approved by the Lessee (NETxWDB).

One night light circuit of approximately eight (8) lighting fixtures shall be controlled at the breaker panel or approved by the Lessee by 3-way wall switches located at front, side, and rear entrance doors. Balance of lighting fixtures in public waiting and general work area may be controlled by a mechanically latching contactor(s) located in an area to be indicated by Lessee or, at Lessee's option, individual circuit wall switches may be used.

Lighting fixtures in public waiting and general work area may be controlled by a mechanically latching contactor(s) located in an area to be indicated by Lessee. Contactor shall be controlled by 3-way wall switches located at front, side, and rear entrance doors; or, at Lessee's option, individual circuit wall switches may be used.

All rooms other than the general work area and waiting are to have individual wall switches. Lessor shall provide a light switch for each room and each separate working area not defined by walls.

Rooms with more than one door shall have three-way switches.

Switches, controls and electrical outlets must be installed to comply with TAS.

c. Emergency Guidance Lights:

Exit Lights:

Exit lights shall be provided at each door leading to the outside of the building, at each door or change of direction located within the path of egress, and in accordance with Fire and Safety Code requirements. Electric and/or battery operated luminous directional arrows shall be strategically placed for identification of building exit routes.

Exit lights shall have a LED, audible/visible alarm, with battery backup. Suggested manufacturer should be a Sure-Lite manufacturer or approved equal. Lessor shall install and maintain in the lease space exist lights. The audible alarm shall be of such character and so distributed as to be effectively heard above the maximum noise level in all employee occupied areas. The signals shall be distinctive from other audible indicating devices in the areas. Visual indicating devices shall meet the requirements of the latest edition of the National Fire Protection Association (NFPA) Life Safety Code.

Battery Backup Lights:

Lessor shall be required to provide at least ten (10) unobtrusive emergency battery backup lighting, or as approved by Lessee, whether ballasts, wall or other types depending on variables such as existing natural external light, room function, corridor layout, as well as other existing lease space characteristics. Location, type and quantity shall be determined and must be approved by NETxWDB depending on the lease space layout and location during the plan review and on site inspection.

In areas with no natural illumination, Lessor shall provide an emergency lighting system to operate in the event of a power outage or failure of the normal lighting. Emergency illumination lighting system shall activate automatically and shall operate at a minimum duration of 90 minutes in the event of failure of normal lighting. Emergency lighting facilities shall be arranged to provide initial illumination that is no less than an average of one (1) footcandle and one (1) footcandle minimum measured along the path of egress at floor level. Floor areas of means of egress shall be illuminated at all points, including angles and intersections of corridors, passageways, stairways, landings of stairs and exit doors. Lighting shall be in accordance with the current Fire and Life Safety Code of NFPA.

d. Exterior Lighting

Lessor shall furnish energy efficient exterior lighting as necessary, for security subject to Lessee's approval. Entries shall be illuminated to a level of 5 footcandles minimum to render the entry visible from a distance of 400 feet. Exterior lighting shall require a distance of 400 feet. Exterior lighting shall require a timer or photocell, depending on existing conditions and/or approved by Lessee.

All parking areas shall be lighted to an average of two (2) footcandles and with a minimum of .5 foot-candle at any point in parking lot. Readings shall be at parking surface. Light levels in up to 10% of the required parking spaces maybe be below the minimum required footcandles, provided that no more than two (2) of these spaces are located together and no more than two spaces are noncompliance. Final arrangement of noncompliance lighting in parking areas must be approved by Lessee.

22. Electrical

Lessor shall be responsible for meeting the applicable requirements of the current National Electric Code, the National Fire Protection Association (NFPA), NFPA Life Safety Code, National Electric Safety Code, standards of the National Electric Manufacturers Association, Insulated Power Cable Engineers Association, the American Institute of Electrical Engineers, and applicable local codes and ordinances.

a. Electrical Outlets:

Lessor shall provide 120-volt, 20-amp grounded duplex electrical convenience outlets at locations and for voltage or special purpose usage, described in specifications and add any such outlets as may be required by local code or ordinance that are located within the lease space in accordance with the attached proposed and in the following specifications.

1. Lessor shall provide and install a minimum of one (1) outlet on each wall where construction permits in each office, classroom, breakroom, mechanical room, manager's office, multipurpose, files, supply, as well as any other additional outlets that may be required.
2. Lessor shall provide and install one (1) outlet every eight feet (8') where construction permits on walls in the general work area, public waiting area, processing, corridors and hallways where wall length is in excess of twenty (20) feet and as required. Additional outlets as required by Lessee.
3. Lessor shall provide and install thirteen (13) dedicated duplex electrical outlets in locations to be determined by the Lessee for special computer equipment, security equipment, microwave, refrigerator, vending machines, shredder, drinking fountains (water coolers), hand dryers, copy machines, printers and modems for printers, modem controls and telephone equipment, etc. These outlets should be 120-volt 20-amp dedicated isolated ground duplex wall receptacles with an uninterrupted grounding wire to the breaker panel unless special equipment requires additional requirements. Exact placement of IG receptacles will be determined during space planning and review phase. The IG duplex receptacles shall bear a distinctive color and be uniquely identified in circuit labeling.
4. Lessor shall provide and install three (3) duplex (GFI) outlets above the splash on the base cabinet in the breakroom, one of which is dedicated for microwave.

Install outlets on each of the four (4) walls within the breakroom.

5. Additional outlets may be required by Lessee when a finished drawing is developed for the particular space that the Lessor is proposing.
6. Lessor shall remove all existing cabling data, telephone, etc. that is not being used or abandoned from plenum space. All new cabling should be installed and secured off the acoustical ceiling system.
7. Lessor shall install labels on all individual electrical circuits and breaker/fuse boxes and mark all electrical wall outlet cover plates indicating panel and circuit number. Power panels indicating panel and circuit number. Power panels or electrical distribution panels located in lease space must be secure and away from public.

b. Telepower Poles:

Lessor shall install telepower Lessee's poles, at locations to be determined by Lessee. Lessor shall install junction boxes above the ceiling, for the connection of power poles. Telepower poles shall be secured above the ceiling to the building structure. All telepower poles are to be energized and to be on separate circuits from the power panel; the number of telepower poles on each separate circuit to be determined by local code. Each junction box shall have available 120-volt, 3-wire dedicated isolated ground (IG) wiring configuration with one (1) circuit of 20-amps each or no more than four (4) telepower poles per one (1) circuit or as designed and approved by Lessor's engineer. A single ground wire shall run from the distribution panel to service ground or suitable building ground. Provide sufficient flexible electrical conduit at the top connection of each telepower pole to allow relocation of pole six (6) feet in any direction from initial installation. Lessor shall connect junction boxes to power pole after location has been determined. If power poles are not to be used, service may be installed in the walls or flooring, as approved by Lessee. Approximately ten (10) complete power poles, with four (4) electrical outlets each will be required.

Lessor will provide and install electrical outlets, wiring, ceiling junction boxes, and other materials in order to properly install and hookup five (5) additional power poles to the modular units. Power poles provided by Lessee. Depending on modular layout, Lessor may be required to provide additional electrical material, labor and modular requirements.

Lessor shall schedule installation of telepower poles during installation of desk and equipment so as to insure appropriate pole locations, unless noted otherwise.

c. Electrical Controls:

Lessor shall provide, mark and install labels for all individual electrical circuits and all electrical breaker/fuse boxes. Lessor shall provide and install labels on all electrical wall outlet cover plates indicating panel and circuit number.

d. Requirements and Maintenance:

Cost of furnishing electric fixtures, outlets, ceiling junction boxes, switches and wiring. Repairs throughout the term of the lease shall be at Lessor's expense. Lessor agrees to maintain operation of the electrical power and lighting systems during such time as Lessee requires access to the lease space which shall meet NETxWDB workload demands.

e. Power Distribution:

Circuit loads should be distributed so that any one branch circuit is not loaded at over 75-80% of rated capacity. Panel board design should include a 10% capacity for future upgrade. All circuits must have an insulated wire conductor for grounding the equipment. All branch circuit ground wires must be tied to a common ground or suitable building ground. The conduit must not be used as the

only means of grounding. The system neutral must be electrically isolated from the ground conductor except at the building ground station. All branch circuits must be on the same primary transformer.

On any exterior (outdoors of the lease proper) electrical panels, combination locks shall be furnished and installed by Lessor.

23. Telephone

Lessor shall furnish and install all apparatus for telephone system in compliance with local telephone company engineering recommendations to serve the system proposed for installation by Lessee. Lessor must provide and install one (1) painted plywood terminal board 4' x 4' x $\frac{3}{4}$ ", provide conduit as required, outlet boxes, three-pair telephone wire plenum rated 22 gauge tagged on both ends from phone jack locations to the telephone board, securing telephone cable off and away from the acoustical ceiling system, outlet boxes and plate covers in wall as may be required and/or indicated on drawings. Telephone service from other than wall outlets shall be through telepower poles. Leave no less than eight feet (8') of cable extending from telepower pole and twelve feet (12') extending from the ceiling at the terminal board. Lessee will provide telephone jacks and terminate the telephone cables at each end.

Installation of conduit to permit connection of telephone/data lines through building exterior to the interior location of the telephone switch/equipment, as required by Lessee, shall be provided by Lessor.

Lessor will be asked to coordinate wiring/installation planning and scheduling with NETxWDB's vendor that will terminate the telephone cables.

24. Coaxial Cable

Install coaxial cable through telepower poles and to each office or computer location as required. Cable shall be placed overhead above suspended ceiling, then down through and out the power pole next to the modem control unit. Leave no less than six feet of cable extending from telepower pole and 12 feet extending from chase indicated on drawing. Coaxial cable may be installed in the walls or flooring. For coaxial cable installed in a wall outlet, Lessor shall provide and install a box recessed in the wall to serve as a mount for the cable connector and cover plate.

Provide a 4" x 8" chase or other approved treatment in/on wall. Frame a 4" x 8" opening at the bottom of the chase or duct at the junction of the floor and wall. This chase shall be used for installation of coaxial cable. Install coaxial cable through wall cavity. Cable shall go overhead above suspended ceiling, then down through and out the chase next to the modem control unit. Leave no less than eight (8) feet of cable extending from wall and 12 feet extending from chase. Coaxial cable may be installed in the walls or power pole if necessary. If installed in the wall, Lessor shall provide a box in the wall in order to pull coaxial cable through from above the ceiling.

Coaxial cable and fittings shall be provided by Lessee and cover plates provided by Lessor. Lessor will notify Lessee, allowing adequate time, as to when the coaxial cable will be needed and the linear quantity required. After initial delivery of coaxial cable, it is Lessor's responsibility to meet and requirements and complete the installation. Lessor will be asked to coordinate cabling/installation planning and scheduling with NETXWC representative or vendor that will only terminate the data coaxial cables. Lessor will pull the cables, secure coaxial cables off and away from the acoustical ceiling system, and install cover plates. Lessor shall remove all existing cabling data, telephone, etc. that is not being used or from plenum space.

25. Restrooms

Lessor shall provide adequate restrooms for employees and visitors to the building as determined by Lessee. Lessor shall provide restrooms for persons with disabilities in compliance with TAS and in quantity determined by Lessee.

The restrooms shall be equipped in accordance with state and federal disabled accessibility standards and specifications.

Restrooms shall be equipped with heavy-duty fixtures in quantity and type as indicated on drawing, or as approved by Lessee.

Restroom doors shall be equipped with automatic door closures.

If existing toilet partitions require replacement, new partitions shall match existing partitions as approved by Lessee.

Requirements include disabled toilets and grab bars. The grab bar (Bobrick Manuf. or equal) shall be 1-¼" to 1-½" in diameter. The grab bar on the wall adjacent to water closet shall be 42" to 48" length, The grab bar on the wall in rear of water closet shall be 36" to 48" length.

All hot and cold water lines must be installed and insulated (wrapped) as required to prevent public contact and abuse.

Each wall hung lavatory shall have an 18" x 34" mirror installed above it and the bottom edge of the reflecting surface shall not be mounted higher than 40" above finished floor, as approved by Lessee.

Each restroom shall have provisions for continuous hot and cold running water to all lavatories and conform to TAS, single lever style faucets, liquid soap dispensers (Bobrick Manuf. or equal), toilet tissue dispensers (Bobrick Manuf. or equal) and one (1) dispenser unit for each water closet. Restrooms shall be equipped for physically disabled. Paper towel dispensers and waste receptacles (Bobrick Manuf. or equal) shall be furnished in each employee restroom only. The paper towel dispenser shall be located close to the lavatory.

Lessor must provide disable plates at all restroom entrances and toilet areas per the code and in compliance with TAS. Sex denotation and international symbols of accessibility tactile signage shall be affixed at each restroom, as well as tactile signage identifying individual disabled water closet stalls, if there are multiple stalls.

Each restroom will have an electric hand-dryer. Install surface, wall mounted electric hot air hand-dryer with fixed nozzle. Install near lavatory. Style and location to be approved by Lessee.

Lessor shall provide non-slip ceramic floor tile and minimum of 6' 0" high ceramic tile wainscot or floor to ceiling high fiberglass reinforced plastic (FRP) "Marlite" (or equal) wall panel in each restroom. FRP panels should include all trim pieces, fastening adhesive and rivets as required for a clean, professional and washable installation/finish.

Toilet partition layout and design for all restrooms shall provide maximum visual privacy at the top, bottom and around the door of each stall. With proper layout and design, viewing into each stall should be nearly impossible, both from inside and outside of restroom, as well as meeting TAS requirements.

Common / Public & NETXWC Employees

Women (Public):	One	(1) disabled commode/grab bars w/toilet tissue dispenser
	One	(1) countertop/sink w/lever handle faucet
	One	(1) soap dispenser
	One	(1) mirror over each lavatory counter
	One	(1) paper towel dispenser
	One	(1) electric hand-dryer
Men (Public):	One	(1) disabled commode/grab bars w/ toilet tissue dispenser
	One	(1) countertop/sink w/lever handle faucet
	One	(1) soap dispenser
	One	(1) mirror over each lavatory counter
	One	(1) paper towel dispenser
	One	(1) electric hand-dryer
(2) Women (NETXWC):	One	(1) commodes w/toilet tissue dispenser

- One (1) disabled commode/grab bars w/toilet tissue dispenser
- Two (2) countertop/sink w/lever handle faucet
- Two (2) soap dispenser
- One (1) mirror over each lavatory counter
- One (1) paper towel dispenser
- One (1) electric hand-dryer
- (2) Men (NETXWC): One (1) commode w/toilet tissue dispenser
- One (1) disabled commode/grab bars w/toilet tissue dispenser
- One (1) urinals
- Two (2) countertop/sink w/lever handle faucet
- Two (2) soap dispenser
- One (1) mirror over each lavatory counter
- One (1) paper towel dispenser
- One (1) electric hand-dryers

26. Water Heater

Install one (1) electric hot water heater of 50-gallon capacity in janitor's area; connect this hot water service to all sinks and lavatory basins. Safety relief valve may be piped to drain. If the hot water supply is located outside the leased premises, all sinks shall be serviced with hot and cold water and a drain. All hot and cold water lines must be installed and insulated (wrapped) as required to prevent contact and abuse.

27. Drinking Fountain

Lessor shall provide and install drinking fountain(s) accessible in the public lobby and breakroom. The location of each water fountain shall be determined by Lessee. Drinking fountain shall meet all requirements for TAS.

Install electric, refrigerated drinking fountains (water coolers), Halsey-Taylor, wall mounted, or approved equal.

Two (2) drinking fountains are required. The water shall be chilled between 48 and 52 degrees Fahrenheit at all times. Each drinking fountain shall be equipped with a back splash to prevent water damage.

Each drinking fountain shall be "hi-lo" type with dimensions conforming to TAS requirements (the lower drinking unit shall be mounted at 36" to the center of the spout above finish floor; the other unit will be at a higher level). The operating mechanisms shall be push-bar located in the front and sides, and/or side mounted lever handles. Thumb activated mechanisms are not allowed. Cup dispensers are not allowed.

28. Supply Room Cabinet / Shelving and Closet

All shelving, cabinets, doors and counters shall be finished to leave a sturdy, secured, smooth gloss surface without abrasions and protrusions. All shelving, cabinets and counters shall be hardwood stained, painted or laminate finish must be approved by NETxWDB. Blocking should be installed to insure the integrity of the shelving. Shelving, standards, supports, etc. should be installed at minimum located at ends and proportionately in the middle as deemed necessary. Paint finish, cabinet design, location and installation must be approved by NETxWDB. Counter and cabinets may require grommets, as approved by Lessee and provided by Lessor. If hardwood is used then one (1) coat and primer and two (2) coats of finish color should be applied.

29. Breakroom

The breakroom shall have a base cabinet with heat resistance 1/16-inch thick laminated plastic counter top and backsplash including a standard size, double basin, stainless kitchen sink in this cabinet.

Provide provision for hot and cold water with a single lever faucet. Provide and install additional ¼" shut off valve/branch from cold water line to facilitate the Lessee's desire to provide for equipment in the future.

The base cabinet is to be approximately 14'0" long, 24" deep and 34" high, and shall have doors equipped with semi-concealed hinges, magnet catches and is to have two shelves (including bottom of cabinet) spaced approximately 18 inches apart (Lessor shall verify dimension prior to manufacturing and installation).

There shall be an upper wall cabinet approximately 14' 0" long, 12" deep and 36" high above the lower cabinet. The upper cabinet is to have three shelves (including bottom of cabinet) spaced approximately 12" apart.

All cabinets to be stained grade hardwood (birch) or plastic laminate. All cabinets and plumbing are to be new or in like-new condition. All cabinets and plumbing are to be new or in like-new condition. All cabinets must have appropriate knobs or pulls. All cabinets and hardware must meet TAS. Note: Upper cabinet is to be installed at a sufficient height (minimum 18" clearance or as required for NETxWDB appliances, coffee maker, etc.; verify measurements before installation) to permit the installation of microwave on the base cabinet.

Electrical circuits shall be dedicated to support breakroom equipment/outlets, and designed with adequate distribution to support full use of all outlets. Outlets shall be provided in breakroom to support connection of one (1) refrigerator and one (1) snack/drink vending machines.

Paper towel dispenser (Bobrick Manuf. or equal) shall be furnished and installed near the sink, or as approved near the Lessee.

30. Janitor Closet

Lessor shall provide vinyl composition floor tile (VCT) and/or non-slip ceramic floor tile and minimum of 6'0" high ceramic tile non-slip ceramic floor tile minimum of 6'0" high ceramic tile wainscot or floor to ceiling high fiberglass reinforced plastic (FRP) "Marlite" wall panel. FRP panels should include all trim pieces, fastening adhesive and rivets as required for a clean, professional and washable installation/finish. Installation of FRP wall panels or other approved backsplash wall panels shall be installed behind the hot water heater and janitor sink. Depending on existing conditions, the Lessee prefers ceramic tile floor and walls. Lessor agrees that VCT, ceramic tile and FRP wall panel colors and design must be approved by Lessee.

Furnish and install storage shelving in the janitor room approximately 17'0" in length. Install 4'0" wainscot fiberglass reinforced plastic (FRP) wall panels or approved backsplash behind the hot water heater and floor or freestanding service (mop) sink (minimum 48" x 48") as approved by Lessee. All hot and cold water lines must be installed and insulated as required to prevent public contact and abuse.

31. Flooring

Reinforced concrete slab floor shall be covered with "C" grade light color vinyl composition floor tile 12" x 12" x 1/8" thickness, 4-inch molded rubber or vinyl cove base, condition, colors and patterns to be approved by Lessee. Carpet, where used is to be approved by Lessee, as to color, type, weight and backing.

a. Carpet Tile:

Lessor shall provide new good nylon commercial grade anti-static carpet tile, with secondary unitary backing. Carpet installed should be a direct glue installation unless otherwise noted. NETxWDB shall have approval authority for carpet material and installation. Carpet material, color and pattern shall be muted and unobtrusive, and identical throughout the lease space unless otherwise specified.

If carpet is existing, it will be the sole discretion of NETxWDB to accept the type, color, weight, condition, and quality of the existing carpet. The Lessor will be required to clean and shampoo the

existing carpet, or if not accepted by NETxWDB, the Lessor will be required to remove and replace the carpet with the above carpet specifications.

b. Vinyl Composition Tile (VCT):

Lessor shall provide resilient flooring of new vinyl composition floor tile (VCT) 12" x 12" x 1/8" thickness.

Lessor shall install all VCT in a straight, level and plumb direction in relation to partitions and conditions. All joints and seams shall be grouted, caulked and/or tight.

NETxWDB shall have the right to approve VCT whether existing or new.

c. Ceramic Tile:

Lessor shall provide high quality ceramic or porcelain floor tile in restrooms and where scheduled. Tile should be 12 x 12 x 1/4 thick, with Portland cement grout, sealed before occupancy.

d. Wall Base:

Lessor shall provide 4-inch rubber or vinyl cove/straight base (depending on floor type and approved by NETxWDB) on all walls or at intersections of walls and flooring.

e. Transitions/Door Clearance/Workmanship:

Lessor shall provide connectors, binder bar, vinyl reducing strips, etc. to assure smooth transition between flooring types and at doorways.

Lessor shall be required to undercut the bottom of the door to prevent dragging and premature wearing of floor material, as well as replacing any door that has been cut too high in comparison to the installed flooring material.

Lessor shall neatly trim carpet edges for tight fit along walls; cut and fit evenly around all projections on into the trim strips. Also fit closely and evenly to, in, and through doorways terminating carpet under doors.

Finished installation shall be smooth and free of ripples and puckers.

Supply carpet binder bar/vinyl reducing strips and install as required at doorways and other openings adjoining hard floor.

Lay all carpet in same direction unless otherwise shown.

Lay carpet with a minimum of seams, particularly in traffic lanes.

Limit cross joints due to layout of areas to absolute minimum. Layout work to avoid conspicuous locations near door and at pivot points.

Cut and fit sections of carpet of each room or space prior to application of adhesive.

Uniformly apply adhesive and separate release agent, if any, to substrate in accordance with manufacturer's instruction. Butt carpet seams and edges tightly together, eliminate air pockets, and roll all carpet areas to ensure uniform bond.

Neatly cut openings in carpeting for floor outlets and cover plates to minimum size so as to be totally concealed by the floor fixtures.

The exposed edges of the carpet shall be fastened to the floor surface and there shall be a trim along the entire length of the exposed edge. Edge trim shall be beveled with a slope no greater than 1:2.

Install carpet in as large pieces as possible.

No "T" seams will be allowed. Variations in carpet or tile as to quality, type or color within the same room or within the lease space as a whole, shall not be permitted without approval of NETxWDB.

If new construction, the Lessor shall provide at a minimum ceramic tile floor with floor drains.

Lessor shall install all VCT and Ceramic tile in a straight level and plumb direction in relation to partitions and floor conditions. All joints and seams shall be grouted, caulked and/or tight.

f. Requirements:

Variations in ceramic tile, carpet tile and VCT tile as to being uniform, quality, type or color within the lease space shall not be permitted and the Lessee shall have the right to approve carpet, base, tile, color and type. NETxWDB has the right to examine the surface of the substrate of which the vinyl composition tile (VCT), ceramic tile and carpet tile is to be installed. Lessor should prepare and correct floor conditions which will impair proper installation and finish the required flooring to meet the following completed installation standards:

1. Variation in surface level not greater than 1/8 inch in 10 feet.
2. Remove/grind/fill trowel marks, pits, dents and protrusions.
3. Fill cracks that are 1/16 inch wide or greater.
4. Remove existing surface stains which are detrimental to finish floor installation, be it chalk, dust, oil, paint, wax, bonding agents, adhesives or other deleterious substances or existing agents that would inhibit bonding of new floor material.
5. Eliminate moisture.
6. Remove concrete curing agent, paint, adhesives and any other particles or agents that can inhibit bonding, harm finishing, or present an unsafe condition.

Lessor must fill cracks and voids in the concrete floor with a crack filler specified for this of application before installing carpet and VCT flooring material. Lessor must grind ridges and other uneven surfaces smooth. Cut out and fill cracks 1/16 inch wide or wider with a crack filler. Provide mastic underlayment to fill the remaining holes, cracks and depressions and for smoothing, leveling or creating a feather edge in the concrete in accordance with instructions of the mastic manufacturer. After cleaning and removal of loose particles, prime chalky or dusty surface with primer recommended by the flooring manufacturer. Clean substrate with a broom or vacuum immediately prior to the installation of VCT, carpet or sealing and/or painting concrete.

g. Conditions:

Before Lessee occupies the space all floors and baseboards must be clean. VCT should be sealed, waxed or finished as required by manufacturer and/or by Lessee and performed by Lessor, as well as carpet shampoo and clean if carpet is existing and to be used.

32. Marker Boards, Bulletin Boards and Projection Screens

- a. Lessor is to provide and install three (3) 4' x 8' erasable marker wallboards (white) to be located where directed.
- b. Lessor shall provide and install six (6) 24 x 32 glass door, aluminum framed cork bulletin boards located where directed by Lessee.

- c. Lessor shall provide and install three (3), eight inch (8") projector screens concealed ceiling installation with remote switch and motorized control.

33. Reception Counter

- a. The cabinet will be approximately 20'0" long and 3'0" deep.
- b. Install four (4) grommet holes 2 1/2" in diameter, per Lessee approval of locations.
- c. A wire chase made of wood, aluminum, etc. (2" x 4") shall be built in under the work surface for coaxial, power, telephone, etc.
- d. Install four (4) electrical outlets, four (4) phones, four (4) coaxial; a total of one at each CRT station.
- e. Construct the cabinet/counter to prevent any sagging and fatigue using appropriate plywood thickness.
- f. Install on 1/16" thick plastic laminate on all exterior surfaces. Color selection by Lessee.

34. Conditions

The lease space shall be suitable for use as office space and must have such appearance both interior and from the exterior of the building. Lessee reserves the right of inspection and may reject buildings based on adverse observations of physical condition of the building, including, but not limited to, general cleanliness, appearance of carpet and tile, grounds keeping, finished interiors or exteriors, odors, pests, insects or other problems relating to improper extermination and any other circumstance that would create unsanitary, unattractive or unsafe conditions in and around the lease space.

The space to be occupied by the Lessee pursuant to the terms of this lease must comply with all applicable federal, state or local laws, statutes, ordinances, codes, rules and regulations relating to the public and employee health, safety and welfare and Lessor hereby covenants that the space made subject of this lease will so comply. Lessee reserves the right, during construction or renovation of the space, prior to occupancy of the space or at any time during occupancy of the space, to inspect the premises to verify the Lessor's compliance with the covenant herein made. NETxWDB may perform the inspection or have it performed, on behalf of NETxWDB.

Lessee shall have the right to approve the design and quality of the workmanship of the lease space (interior and exterior). The lease space is to be completed and finished in all respects and commonly used items necessary for completion which have not been specifically addressed, indicated and identified by these minimum specifications shall be considered reasonably implied. Materials and workmanship not specifically mentioned shall be assumed to be the best in common use as a standard practice of the trades involved.

Lessor shall provide and pay charges for initiating all utility services necessary for proper operation of lease space and ongoing maintenance cost, as detailed above. Lessor shall provide utility connections and permits for water, electricity, gas and sewage which include (but are not limited to) meter deposits and installation fees. When the lease space has been accepted for occupancy by the Lessee, at that time the meter will be read and switched into the Lessee name or as stated in the terms of the lease agreement. Any water to be used by Lessor for landscaping and/or decorative purpose shall be metered separately and paid for by Lessor. Utilities shall be metered separately for space occupied by NETxWDB.

Lessor shall provide extermination service (initial and supplemental pest extermination services) when necessary as determined by Lessee.

Before Lessee occupies the space, all doors, partitions, walls, baseboards, exterior and interior windows, window sills, entrance doors, mirrors, door frames, door handles/levers, ceilings, switches, light fixtures

and lenses, flooring, hardware, cabinets, counters, etc. must be in a clean condition. Lessor shall clean and disinfect all restrooms, urinals, toilets, wash basins, service sinks, drinking fountains, break room and restroom sink/counters, mirrors, glass doors, glass partitions, etc. Lessor shall remove all trash, clean floors with detergent, mop, rinse dry and wax as required of all non-carpet floors including restrooms, shampoo, vacuum carpet and spot clean carpet as necessary, and change out air conditioning filters. All items will be inspected and approved by Lessee in obtaining acceptance of the space.

The Lessor shall clean entire lease space, clean, strip, wax, polish and/or seal vinyl composition tile (VCT) and tile floors, clean ceramic tile and Fiberglass reinforce panels (FRP), clean and/or shampoo (if needed) all carpet, clean all interior windows and blinds, dispose of all construction debris legally at completion of project and prior to punch list acceptance inspection. These items will be required to be completed prior to Lessee occupancy whether or not janitorial services are included or not included in the least agreement.

Lessee shall make progress inspections of the construction project/lease space modification/lease space with Lessor, Lessor's architects, engineers, and contractors. Lessor shall compile a list of incomplete work, for Lessee's review, which will be completed or repaired by the Lessor as reasonably required.

Upon execution of the lease contract, representatives for both the Lessor and the Lessee shall be designated and declared in writing as the official contact person for each entity. All correspondence will be transmitted through the designated representatives. If there are questions about, discrepancies with, and/or changes to the construction documents, then it shall be the Lessor's sole responsibility to communicate in writing within a time frame to allow sufficient response time for the Lessee. If the completion date is altered, the Lessor must notify the Lessee in writing and within two (2) business days from the date of the unnecessary correspondence with the Lessee by handling questions and concerns of the contractor and/or subcontractors directly instead of redirecting the correspondence to the Lessee. Lessor shall be required to provide submittals as required of items to be incorporated in the lease space facility. Any catalog, brand name or manufacturer's reference used in the RFP proposal is descriptive only (not restrictive), and is used to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If providing other than reference specifications, Lessor should show manufacturer, brand or trade name, and other description of product offered. All items shall be new, in first class condition, unless otherwise indicated in proposal. If not destroyed in examination, they will be returned to the Lessor on request at his/her expense. Each sample should be made with Lessor's name and address, RFP number and facility location. Do not enclose in or attach samples with proposal. If Lessor submits a substitution for a specified item, comparable information must be provided to NETxWDB for approval. The submittal information should include the specified information, in addition to, the substitution (or equal) information and samples. Submit request for substitutions in writing giving sufficient information and samples of both the specified and the proposed substitutions for evaluation. Lessor shall indicate difference in cost, if any, and the reason for change. Substitutions must be approved in writing before they may be used. NETxWDB will determine whether or not the items are to be approved.

The Lessor will provide the Lessee with an as-built drawing of the lease space at the end of the construction work either before the Lessee occupies the space or 30 days after space is occupied.

During the lease space acceptance and close out phase, prior to lease commencement, the Lessor will notify Lessee in writing that the Lease Space work will be ready for final inspection and/or acceptance on a definite days. Upon verification by the Lessee that the lease space is ready for final inspection and acceptance, NETxWDB and the Lessor will walk through the entire lease space. The Lessor shall provide appropriate equipment (ladder(s), scaffolding, boom lift, measuring tape, hand level, etc.) for use in inspecting the completed Lease Space Work. At that time, a list of any deficiencies in quality or workmanship that do not correspond with Contract Agreements and Documents, but not limited to, the plans, specifications, final product finishes, premise conditions or descriptions of materials in the contract documents will be noted. All work shall be executed in accordance with the Lease Agreements and Contract Documents, complete in all parts and in accordance with approved practices and customs, and all materials and equipment incorporated in the Work under the Lease Agreement shall be new or like new (unless otherwise noted). If any materials furnished under this Lease Contract are condemned by the Architect, the Lessor shall, after having received notice from Architect to that effect, proceed to remove from the grounds or buildings all condemned materials whether worked or unworked, and to take

down all portions of the Work which Architect shall by like written notice condemn as unsound or improper or as in any way failing to conform to the Drawings and Lease Specifications, and shall make good all work damaged or destroyed thereby.

During the inspection, the Lessor and his/her representatives with NETxWDB representative(s) shall compile a punch list report of incomplete and unacceptable work. The Lessor will then submit the punch list or outline report and a schedule including dates, description of work (classifications) and days indicating a time frame within which the Lessor shall complete the punch list report to NETxWDB for review. After reviewing, NETxWDB will respond notifying any additional items to the punch list report that need to be completed or repaired by the Lessor. Depending on the outstanding items, NETxWDB shall determine the completion status of the project. This punch list shall contain a completion schedule for each item. Other than the items of this list, Lessee accepts project on an "as is" basis (substantial completion). Depending on the outstanding items, it is understood and agreed that the Lessor will complete the outstanding items within 30 calendar days from acceptance date or provide fair compensation until the work is completed. It is understood that if the Lessor does not complete these outstanding items within the 30 day time period, unless mutually agreed during walkthrough, the NETxWDB will hold any rental payments until the work is completed.

The Lessor must provide a certificate of occupancy and a copy of signed-off building permit before NETxWDB occupies the space. The Lessor must supply attic stock material as specified.

Should Lessor find any discrepancies between the RFP documents, Plans, Specifications, or product, or should he/she be in doubt as to their exact meaning, he/she should notify the Lessee at once. The Lessee may then, at its option, issue Addenda clarifying the same. The Lessee will not be responsible for oral instructions or for misinterpretations of RFP documents, Plans and Specifications.

Attachment B
Standard Lease

THE STATE OF TEXAS §

COUNTY OF BOWIE §

1. PARTIES

This Agreement is made and entered into on this ____ day of _____ by and between Lessor, _____, and LESSEE, North East Texas Workforce Development Board.

2. PROPERTY LEASED

_____ Total Square Feet, occupied by the
_____ (Occupying Agency/ies), located in the
_____ (Building/Property Name) at
_____ (Street Address) in
_____ (City, Zip Code)
_____ 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.

Lessor also promises to furnish any and all requirements related to such Property and Premises as set out in this lease, and the Request for Proposal, all of which are incorporated herein by reference and made a part hereof for all purposes.

3. TERMS OF LEASE

This lease shall be for a period of months commencing on the day of , 200 (the Commencement Date), and ending on the day of , 20 (the Termination Date), unless sooner terminated as hereinafter provided. **This lease is contingent upon the majority approval by a quorum of the Board members of the NETxWDB.**

4. MONTHLY RENTAL

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.

5. RENEWAL OPTION

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

6. CPI ESCALATION CLAUSE

(a) **On each anniversary date of the lease commencement, the total monthly rent of the lease may be adjusted by changes in the Consumer Price Index (CPI) reflecting percentage increases.**

(b) To receive the CPI adjustment, the Lessor must submit a request in writing to, and received by, the North East Texas Workforce Development Board (NETxWDB) **no later than thirty (30) days after the anniversary date for that year.**

(c) The percent escalation allowable will be based on the percent change in the CPI for Urban Wage Earners and Clerical Workers, Current Series (CPI-W, U.S. City Average, All Items) published by the United States Department of Labor, Bureau of Labor Statistics. The index may be obtained from the U.S. Bureau of Labor Statistics web site at www.bls.gov.

The index month three (3) months prior the anniversary month for the current year and the previous year shall be used to determine the percent increase.

(d) A Base Factor of 50%, 40%, 35% or 25% of the monthly rent will be used in the calculation for the escalation, depending on the apportionment of the Lessor's and Tenant's obligation for payment of utilities and janitorial service, in accordance with the following schedule:

Base Factor Percent	Paying Utilities	Paying Janitorial
50%	Lessor	Lessor
40%	Lessor	Tenant

35%	Tenant	Lessor
25%	Tenant	Tenant

(e) EXAMPLE (Calculation formula with a 50% Base Factor):

$$\text{Part 1. } \frac{\text{CPI Current Year}}{\text{(Mar 04) 182.9}} - \frac{\text{CPI Previous Year}}{\text{(Mar 03) 180.3}} = \frac{\text{Difference}}{2.6} / \frac{\text{Divided by Previous Year}}{180.3} = \frac{\% \text{ Change}}{1.4}$$

$$\text{Part 2. } \frac{\text{Current Monthly Rent}}{\$2,500.00} \times \frac{\% \text{ Base Factor}}{50\%} = \$1,250.00 \times \frac{\% \text{ Change}}{1.4} = \frac{\text{Rent Increase}}{\$17.50}$$

$$\text{Part 3. } \frac{\text{Current Monthly Rent}}{\$2,500.00} + \frac{\text{CPI Increase}}{\$17.50} = \frac{\text{New Monthly Rent}}{\$2,517.50}$$

(f) **The first eligible CPI rent adjustment for this lease will be _____, 20__, based upon the percent change in the CPI from <month> 20__ and <month> 20__ using a Base Factor of <50%, 40%, 35%, or 25%>. Each succeeding year, the same procedure as outlined above will be used.**

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, 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, heating, air conditioning and ventilating equipment and filters; fire protection equipment; miscellaneous valves; woodwork, locks, floor surfaces and coverings; lighting fixtures, and the replacement of all defective or burned-out light bulbs, fluorescent tubes, ballasts and starters. If the occupying agency, or its agents, cause damage to said Property that goes beyond "normal wear and tear", the occupying agency is responsible to pay for those repairs.
- (b) Lessor hereby covenants and agrees that hereafter and during the term of this lease, it will not rent, lease or otherwise furnish space in this or any adjacent buildings under its control to any enterprise which, in the usual exercise of its business, could be expected to create noise or odors injurious or disruptive to the occupying agency's normal governmental activity. Lessor covenants and agrees it will not lease space that would locate or collocate any regulated parties which have an interest in the occupying agency/ies or whose occupation of these Premises would cause the occupying agency to be in violation of State statute.
- (c) 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.
- (d) Lessor hereby covenants and agrees that the Lessee may bring on the leased Premises any and all furniture, fixtures and equipment reasonably necessary for the efficient exercise of Lessee's governmental responsibilities and the parties agree that all such Property shall remain the Property of the Lessee.

- (e) 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 and in keeping with building decor. Any special requirements of Lessee contrary to the above must 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.
- (f) 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.
- (g) 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 notice to the Lessor of its election to do so.
- (h) 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. Lessee 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.
- (i) Lessee is not obligated to pay rent and other sums under this lease until the premises are available to Lessee for full occupancy and are suitable for use as office space. 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 and seek other leased space.

Except as provided in Paragraphs 3 and 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 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.

- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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.
- (n) This agreement shall be governed by Texas law.
- (o) Lessor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Lessor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Lessor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Lessor and the requirement to cooperate is included in any subcontract it awards.
- (p) 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.

- (q) 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.

8. LEASE REQUIREMENTS

Lessor and Lessee shall comply with all provisions of Attachment A entitled Lease Specifications which is incorporated herein for all purposes.

9. OTHER TERMS AND CONDITIONS

- (a) This lease shall be effective as of the date that all parties execute this lease contract. All proposals, negotiations, notices, and representations with reference to matters covered by this lease are merged in this instrument and no amendment or modification thereof shall be valid unless evidenced in writing and signed by all parties as identified below.
- (b) Any statement or representation of Lessee in any Estoppel Certificate delivered pursuant to this lease which would modify the rights, privileges or duties of Lessor or Lessee hereunder shall be of no force and effect and may not be relied on by any person.
- (c) Should Lessor require Lessee to provide an Estoppel Certificate at any time during the term of this lease, Lessor will give Lessee thirty (30) days prior written notice whereupon NETxWDB will deliver to Lessor a completed signed original of same utilizing its standard

Estoppel Certificate form.

10. SPECIAL PROVISIONS:

(Reserved for special or unusual conditions or requirements of the lease)

LESSOR:

Lessor Name

Address

City, State, Zip

Tel.

LESSEE:

North East Texas Workforce
Development Board

911 North Bishop

Building A

Wake Village, Texas 75501-6328

By: _____
Signature

By: _____

Printed Name

EXHIBIT A

RENT SCHEDULE

<u>OCCUPYING</u> <u>AGENCY</u>	<u>SQ. FT.</u> <u>OCCUPIED</u>	<u>ANNUAL BASE</u> <u>RATE / SF</u>	<u>ANNUAL BASE</u> <u>RENT</u>	<u>MONTHLY BASE</u> <u>RENT</u>
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For the purpose of determining the cost of adding or deleting usable space under a lease resulting here from, proposed Lessor will allow the Board to compute the necessary monthly cost per square foot from information set out above.

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

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

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

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

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

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

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

Under Section 2155.004, Government Code, the proposer certifies that the individual or business entity named in this 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.

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

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

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

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

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

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

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

Signature: _____

Print: _____

Title: _____

Corporate Charter # _____

Texas Identification Number (TIN) _____