

March 25, 2019

On behalf of our client, **BakerRipley** (“Tenant”), we are pleased to announce a Request for Proposal (“RFP”) for the Workforce Solution Career Office requirement. This RFP is intended to provide Tenant with an indication of projected occupancy costs for a property over the lease term. Please enter your comments to each of the following immediately after the “Landlords Response” for each item.

The ideal property would include high visibility in a well maintained retail center close to public transportation. The parking requirement is significant with a parking ratio of 8-10 spaces per 1,000 square feet. A 70-80 foot bay depth is optimal for the preferred office configuration. This need requirement is 12,000 to 14,000 square feet.

Property Name and Address: we are looking for space in the following submarket location:

- South Union market, bordered on the east by I-45, west of Almeda Genoa, north of Airport Blvd. and south of the Central Business District

Determination for the selected property will be based on scoring allocated to the tour of the property (40 points), answers to this attached document (60 points), and cost effectiveness of rental price (50 points).

We would appreciate receiving your response to this RFP, by electronic format, no later than 12:00, noon on Thursday, April 25, 2019. Late or incomplete responses may be deemed unresponsive. Thank you in advance for the time and attention that you will spend in responding to this RFP. Should you have any questions about this RFP, please do not hesitate to contact our office at 713-468-3833, or via email jgee@cresrealestate.com.

Best regards,

CRES + Associates



Joan L. Gee, CCIM, CPM[®], RPA
Vice President / Leasing Associate



RESPONSE #1 CONTACT INFORMATION: Please indicate the authorized representative name, company, title, address, phone number and email for person(s) responding to the RFP.

Landlord Response:

RESPONSE #2 OWNERSHIP: Please indicate current management, ownership and lender. Also, please indicate if building has been foreclosed, posted for foreclosure, for sale or under contract to be sold.

Landlord Response:

RESPONSE #3 PREMISES: Our client is considering occupying between approximately 12,000 to 14,000 square feet on the First floor. Please outline appropriate space within the Property that will accommodate these options, by including 8 ½" x 11" floor plans. The Premises should be measured in accordance with the American National Standard Method for Measuring Floor Area in office buildings of the Building Owners and Managers Association International ("BOMI").

Landlord Response:

RESPONSE #4 PROPERTY INFORMATION : Please provide the following Property information - Year Constructed; Type of Construction; Total square footage; Sprinkler; ADA Compliance.

Landlord Response:

RESPONSE #5 DELIVERY DATE: The Lease Commencement Date shall be upon the substantial completion of all improvements and installations for the Premises and Landlord's delivery of the Premises to BakerRipley. At no cost, BakerRipley shall have prior access to the Premises for installing furniture, fixtures, equipment, and all other associated work upon full execution of a BakerRipley Lease agreement. Please provide a detailed schedule outlining delivery of the facility to Tenant.

Landlord Response:

RESPONSE #6 LEASE TERM AND RENTAL RATE: Economics are Top Priority. Please quote your best rental rate including any available discounts or concessions such as free rent or moving allowance. Our client is considering the following lease options: Four (4) to eight (8) year initial lease term with a four (4) to eight (8) year renewal option.

Landlord Response:

RESPONSE #7 OPERATING EXPENSES: Please provide operating expense history for the past two years and projected operating expenses for 2019 and 2020 estimate. Landlord shall not have the right to recover any expense reimbursement if Landlord's reconciliation and demand for reimbursement of such expense is first received by Tenant more than six (6) months following the last day of the calendar year in which such expense was incurred. At BakerRipley's option, monthly payments may be made for any previous year's reconciled expense amounts. BakerRipley shall have the right to audit operating expenses any time during the lease term or within one (1) year following the expiration of the Lease. Controllable Operating Expenses should be capped, on a year-to-year basis, at two percent (2%).

Landlord Response:

RESPONSE #8 TENANT IMPROVEMENTS: Tenant improvement requirements will be property specific based on existing conditions and necessary modifications to the selected space. It is important to



provide specific information and clearly explain what you currently offer as a Tenant Improvement Allowance.

Landlord Response:

RESPONSE #9 SIGNAGE: Landlord shall, at Landlord's expense, provide Property signage on the fascia of the building contiguous with Tenant suite and mutually agreeable pylon/monument signage reflecting Tenant's corporate identification. Please denote the location of such Property signage and its elevation on a site plan.

Landlord Response:

RESPONSE #10 MECHANICAL EQUIPMENT: The Landlord will provide a warranty to include but not be limited to the hot water heater, heating, air conditioning system, and all other equipment servicing the Premises. Tenant will provide normal preventative maintenance inspections on equipment throughout the lease term. Please confirm condition and age of any existing equipment, including the roof.

Landlord Response:

RESPONSE #11 PARKING: Please state the parking ratios and outline which parking lot(s) will accommodate the Tenant's parking, including ADA parking, as well as any charges and current provisions for tenant parking. Provide information regarding plans for any capital changes or modifications. Provide a site plan showing existing parking and site lighting.

Landlord Response:

RESPONSE #12 ADDITIONAL MATERIAL : Please include any additional site maps or marketing information related to your proposed site. Describe the material you are including in your proposal.

Landlord Response:



OTHER LEASE REQUIREMENTS REQUESTED BY OUR CLIENT

SECURITY DEPOSIT: No security deposit shall be required due to the financial strength of Baker Ripley.

BROKER: Landlord shall pay to Tenant's designated broker, CRES + Associates ("Broker"), a commission equal to four percent (4%) of the total gross rentals in accordance with a separate agreement between Landlord and Broker.

SITE ACCESS: Tenant Vendors shall be allowed access fifteen (15) days prior to occupancy for telephone and cabling systems "installation & testing", at no charge to Tenant. Landlord shall incorporate Tenant Vendor work into delivery schedule.

TEST FIT: Tenant requests that the Landlord's architect shall be made available to Tenant, at Landlord's sole expense to prepare the space plan and any other documents needed to build out the Premises. Baker Ripley shall have the option if they so desire to use their own architect and engineering services for space planning and construction documents.

RESTORATION: Baker Ripley will have no obligation to restore the Premises, subsequently leased space, or storage areas at the end of the Lease Term or Renewal Option Period, including, but not limited to, the removal or paying for the removal of cable and wiring. Baker Ripley sole obligation is to return the Premises or subsequently leased space and storage areas in reasonable condition, normal wear and tear accepted.

PREFERENTIAL RIGHT: Tenant requires that Landlord shall agree to notify Tenant throughout the Lease term of additional space that becomes available to lease. Tenant shall have thirty (30) days following the written notice from the Landlord in which to notify Landlord of its desire to exercise such right. The term for such additional space shall be coterminous with the initial Premises and any space taken under such option would be leased at the Fair Market Rental Rate.

TERMINATION OPTION: Should Government funding be cancelled, Tenant requires the option to terminate lease with 6 months written notice to Landlord. Tenant shall pay monthly rents and other obligations during the 6 month notice period and all then unamortized upfront costs incurred by Landlord in connection with this Lease. Landlord to provide and attach the amortization schedule, identifying all costs involved, to the Lease Agreement as an Exhibit to Lease Agreement.

RENEWAL RIGHT: Tenant shall require the option to renew the lease for a like term equal to the initial lease term. Baker Ripley shall have the right to rescind any renewal offers in its sole discretion.

RELOCATION: Tenant shall not be subject to relocation by Landlord throughout the lease term or any renewal terms.

HOLDOVER: Tenant requires the right to remain in its premises for up to 6 months after lease expiration under the same terms and conditions as its original space leased, including rental rate and thereafter a rental rate not to exceed 125% of the base rate then being paid. Tenant further requires the right to terminate this holdover upon 30 days' notice. Further, Landlord will not be entitled to any consequential damages for the 6 month grace period.



ASSIGNMENT/SUBLETTING: Tenant shall have the right, subject to Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed, to Assign or Sublease any portion of the Premises or subsequently leased space, at any time during the Lease Term and Renewal Option Period, without restriction on rent paid by or concessions provided to any transferees. Baker Ripley shall retain any excess consideration received in any and all assignments or subleases. Landlord shall not have any rights to recapture space. Baker Ripley shall have the right, upon prior written notice to Landlord, to assign the Lease or to sublet the Premises or subsequently leased space, without Landlord's consent, to (i) any subsidiary or affiliate entity of Baker Ripley, (ii) a reputable individual or company in keeping with the standards of the Property and which does not violate the use provision of the Lease.

BakerRipley shall have the right to assign the Lease or to sublet or license any portion of the Premises or subsequently leased space, without Landlord's consent, to individuals, clients, agents or independent contractors, with whom Baker Ripley has a business relationship. Such Business Affiliates shall use the Premises in conformity with all of the applicable provisions of this Lease and shall be entitled to signage at Baker Ripley' expense. No such sublease, license or occupancy agreement, as the case may be, shall relieve Tenant from any liability under this Lease.

DIVIDING PREMISES: Landlord, at the Landlord's sole expense, shall be responsible for the cost to divide the existing area, including but not limited to: 1) Construction of a suite demising wall, to deck, between Premises and adjacent premise and between Premise and common areas; and 2) Separate the HVAC/Electric Systems and provide a new electric panel, if needed, 3) assure Tenant access to water supply lines and sanitary sewer.

SNDA: Tenant requests that, concurrently with the execution of the lease, Landlord shall provide Tenant with a commercially reasonable Subordination and non-disturbance agreement(s) in favor of Tenant from any ground lessors, mortgage holders or lien holders then in existence, in a form reasonably satisfactory to Tenant.

COMPLIANCE WITH LAWS: Upon commencement, the Property and Premises shall, at Landlord's sole cost and expense, comply with all applicable laws, ordinances, and regulations in existence at that time, including but not limited to the Americans with Disabilities Act, The Texas Architectural Barriers Act (collectively "ADA") and National Electrical Code. Should the Property not be in compliance now or in the future, then Landlord shall, at its sole cost and expense, make any changes or alterations required to so comply.

LATENT DEFECTS: Landlord shall be responsible for repair of any structural, HVAC and/or latent defects in the Property and the Premises for the entire Lease Term and any renewals thereof. Tenant request that the Landlord, at its expense, keep in good condition and repair the foundation, exterior walls, roofs of the Property, all common areas within the Property and the plumbing, electrical, HVAC and other mechanical systems serving the Premises.

FIRE PROTECTION AND LIFE SAFETY: Landlord shall warrant that the building is equipped with all applicable fire protection and life safety features currently required by applicable building codes.

HAZARDOUS MATERIALS: Landlord represents to Tenant that to Landlord's current actual knowledge without further inquiry the Premises are free from any reportable quantities of Hazardous Substances, the removal or remediation of which is required by laws or regulations in effect at this time. The term "Hazardous Substances' means (1) all chemicals or substances classified as



“hazardous” or “toxic” under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., The Resource and Conservation and Recovery Act, 42 U.S.C. 6901 et seq., or any other applicable federal, state or local law or regulation, and (2) asbestos containing products or building materials, petroleum, crude oil or other hydrocarbons, the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, and also refers to lead-based paint, pollutants, effluents, contaminants, emissions or related materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment. Landlord, at its sole cost and expense, will provide to Tenant any past independent reports reviewing the hazardous materials of the Property and surrounding property. In addition, Landlord will be responsible for all costs for removal of any hazardous materials, in the event any hazardous materials are found in the Premises. Tenant has the right to cancel the lease in the event the Premises are uninhabitable.

EFFECT OF PROPOSAL: All terms and conditions shall be subject to Tenant’s final approval. This proposal is not intended to establish any right or obligation to lease space. The terms specified herein are intended to reflect the basic business points upon which Tenant is willing to pursue the discussion of a lease agreement. Only a fully executed lease agreement between Landlord and Tenant shall constitute a binding and enforceable contract.

Attached is the TREC Information and Disclosure regarding Real Estate Agency Relationships form. Please execute this form and return the original to me, as it is required for our files.



Approved by the Texas Real Estate Commission for Voluntary Use
*Texas law requires all real estate licensees to give the following information
about brokerage services to prospective buyers, tenants, sellers and landlords.*

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act.

The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salesmen are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188 or 512-465-3960.



DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST (FORM I)

If any of the following have a financial or other substantive interest* with BakerRipley, including its employees, [Board of Directors](#), and/or [Executive Team](#), attach a detailed explanation of the relationship or benefit to your Proposal:

- yourself
- immediate family *
- your partner
- any organization in which any of the aforementioned have a material financial or other substantive interest**

___I certify that neither I nor any of the parties described above have a conflict of interest to disclose at this time. Further, I understand that if awarded this contract, I have an obligation to report such actual or perceived conflict should it become known to me.

___I certify that I have provided full disclosure of all relationships that create or may create a conflict of interest with BakerRipley in a document attached to this proposal packet. **Additionally, if this proposal is to provide goods or services to Promise Community School**, I have attached completed *Form CIQ, Conflict of Interest Questionnaire* <https://www.ethics.state.tx.us/forms/CIQ.pdf>.

Name of Organization/Firm

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

Date

* Substantive Interest is defined as any interest of a substantial nature, whether or not financial in nature, including membership on an organization's governing board, acting as the agent for an organization, or employed as an officer of an organization.

**Immediate Family is defined as any person related within the second degree of affinity (marriage) or within third degree of consanguinity (blood) to the party involved. The prohibited relationships are summarized below:

- First degree of affinity = husband, wife, spouse's father or mother, son's wife, daughter's husband
- Second degree of affinity = spouse's grandfather or grandmother, spouse's brother or sister
- First degree of consanguinity = father, mother, son, daughter
- Second degree of consanguinity = grandfather, grandmother, brother, sister, grandson, granddaughter
- Third degree if consanguinity = great grandfather, great grandmother, uncle, aunt, brother or sister's son or daughter, great grandson, great granddaughter

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (FORM II)



This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 USC 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned Vendor certifies that it will provide a drug-free workplace by:

1. Publishing a policy statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and any associated consequences of non-compliance;
2. Establishing an on-going drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Vendor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation, and employee assistance programs;
3. Providing each employee with a written copy of the Vendor's Drug-Free policy;
4. Notifying the employees in the Vendor's policy statement that as a condition of employment under the Contract employee shall notify the Vendor in writing within five (5) business days after a conviction for a violation by the employee of a criminal drug abuse statute in the workplace;
5. Notifying Agency within ten (10) business days of the Vendor's receipt of notice of the conviction of an employee; and,
6. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute as set forth in the Vendor's drug-free workplace policy.

Name of Organization

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

Date



CERTIFICATION REGARDING LOBBYING (FORM III)

This certification is required by the Federal Regulations Implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies, to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

The undersigned shall require all subcontractors to certify and disclose accordingly.

Name of Organization

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

Date

CERTIFICATION REGARDING TEXAS CORPORATE FRANCHISE TAX (FORM IV)



Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for-profit corporations that are delinquent in making state franchise tax payments. The following certification that the entity entering into this subcontract is current in its franchise taxes or is not subject to the payment of franchise taxes to the State of Texas must be signed by the individual authorized to sign the subcontract for the subcontracting entity.

The undersigned authorized representative of the entity subcontracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of subcontract and is grounds for subcontract cancellation.

Indicate the certification that applies to your subcontracting entity:

- The subcontracting entity is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.
- The subcontracting entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Name of Business: _____

- Type of Business (if not corporation):
- Sole Proprietor
 - Partnership
 - Other

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative



CERTIFICATION REGARDING STATE ASSESSMENT (Form V)

Proposers must certify that they are current in all Unemployment Insurance taxes, Payday and Child Labor Law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas. Proposers must also certify that they have no outstanding Unemployment Insurance overpayment balances due to the State of Texas.

The undersigned authorized representative of the corporation certifies that the following statements are true and correct and that making a false statement is a material breach of contract and grounds for contract cancellation.

The corporation certifies, by checking the boxes below, that:

- It is current in Unemployment Insurance taxes, Payday and Child Labor Law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.
- It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative



CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (FORM VI)

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative