

August 20, 2019

On behalf of our client, **BakerRipley** (“Tenant”), we are pleased to provide you with a Request for Proposal (“RFP”) #19-17 Northeast and East Leases for the Workforce Solutions 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.

The ideal property would include high visibility in a well maintained retail center of 10,000 to 14,000 square feet 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.

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

- Location 1: East of the Hardy Toll Road, South of N. Sam Houston Parkway East. Adjacent to Interstate 69 and Homestead Road, and North of Tidwell Road.
- Location 2: Adjacent to Interstate 10, East of 610 E. Loop Freeway, and West of Sam Houston Toll Road.

Determination for the selected property will be based on scoring allocated to the tour of the property (50), answers to this attached document and forms (25 points), and cost effectiveness of rental price (20 points).

We would appreciate receiving your response to this RFP, by electronic format, no later than September 20, 2019 at 12:00 pm noon Central, the deadline for initial consideration under this RFP. This RFP will close on February 20, 2020, or when a Lease is fully executed, whichever may occur sooner. 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.

Best regards,

Customized Real Estate Services



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

<p>1. Please indicate if the building has been foreclosed, posted for foreclosure, for sale, or under contract for sale?</p>	<p>Foreclosure or Pending Foreclosure YES <input type="checkbox"/> NO <input type="checkbox"/> For Sale or under contract for Sale YES <input type="checkbox"/> NO <input type="checkbox"/></p>	<p>Explanation:</p>
<p>2. What is the available sq. footage?</p>	<p>_____</p>	
<p>3. What year was the building built?</p>	<p>_____</p>	
<p>4. What is the construction type of the building? (Ex. Steel frame, concrete frame, masonry, or other)</p>	<p>Steel Frame <input type="checkbox"/> Concrete Frame <input type="checkbox"/> Composite <input type="checkbox"/> Other <input type="checkbox"/> _____</p>	
<p>5. What is the earliest Delivery Date Tenant can access the building?</p>	<p>_____</p>	
<p>6. Does the building meet 2012 TAS (Texas Accessibility Standards) or is Landlord willing to bring building to standards for the following areas?</p> <ul style="list-style-type: none"> • Standard Vehicle/Van Parking Spaces – Please provide space count • Clear Path of Travel • Accessible walkways and ramps <p><i>*Please see below for more explanation</i></p>	<p>_____</p>	
<p>7. What is your preferred Lease Term? (Min. 4 years, Max. 10 years)</p>	<p>_____</p>	
<p>8. What is the proposed Rent and Tenant Improvement Allowance for the preferred Lease Term?</p>	<p>Answer:</p>	
<p>9. Please define all items included in Tenant's Operating Expenses: <i>*Tenant may ask for supporting documentation.</i></p>	<p>Response:</p>	
<p>10. Do you provide signage on the fascia of the building contiguous to Tenant's suite? Provide example of fascia signage.</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/> _____</p>	

<p>11. Do you provide pylon or monument signage and what is the location and elevation of the signage? Show the location of the available sign panel.</p>	<p style="text-align: right;">YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>Location and Elevation: _____</p>
<p>12. What is the ratio of parking?</p>	<p style="text-align: center;">_____</p>
<p>13. Is the parking lot adjacent to the building?</p>	<p style="text-align: right;">YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p>14. Please describe any center enhancements planned for the property in the next 1-3 years and the status of the work.</p>	<p>Answer:</p>
<p>15. Tenant will begin design and documentation upon execution of the lease and anticipates that duration to be ___ to ___ months to have documents ready for permit. In both the design process and construction process, the Tenant will need to complete an assessment of the condition of the space to define what work must be done. If the previous space still has improvements from a previous tenant, this will include a review of any existing materials that may be reusable and the removal of the previous tenant's improvements that are in poor/unusable condition. Do you agree that it is Landlord's responsibility to remove unwanted improvements and have the Leased Premises ready for new Tenant Improvements no later than receipt of permit by Tenant:</p>	<p>Agree: _____</p> <p>Disagree: _____</p>
<p>16. Interior demolition includes:</p> <ol style="list-style-type: none"> 1. Removal of all Asbestos Containing Building Materials identified in an Assessment Report. <i>*See below for more information.</i> 2. As agreed to, removal of all interior debris and miscellaneous materials to render the space free and clear of previous improvements. This includes but is not limited to all interior improvements – walls, doors, frames, hardware, ceiling assembly, cabling, conduits/piping, ductwork, electrical systems, and plumbing lines. 3. Landlord, at 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 Leased Premises and common areas; and 2) separate the HVAC/Electric Systems and provide a new electric panel, if needed, and 3) assure Tenant access to water supply lines and sanitary sewer. 	<p>Agree: _____</p> <p>Disagree: _____</p>
<p>17. It is customary and required by Tenant for Landlord to bear responsibility to maintain: building exterior, building roof, maintenance of parking lot, foundation, mechanical systems, primary utility service to Leased Premises.</p> <p>This work includes (as needed):</p>	<p>Agree: _____</p>

<ol style="list-style-type: none"> 1. Ensure roof performance to be leak free for the life of the Lease. 2. Maintenance of the exterior walls including windows and doors. 3. Ensure parking lot storm drains are clear and fully functional. 4. Maintain the parking lot striping. 5. Provide/maintain primary electrical service per all applicable codes capable of supporting the engineered electrical load. 6. Provide/maintain primary water/waste water services (sanitation) per all applicable codes capable of supporting the engineered plumbing load. 7. Verify existing HVAC (Heating Ventilation and Air Conditioning) roof-top equipment per all applicable codes including roof top installation, roof curbing, and a primary trunk into the Leased Premises sufficient to support the engineered Tenant load. 8. Verify (if applicable) the existing fire sprinkler main distribution system (wet) as operational and in compliance with governing regulations. 9. Provide one (1) two inch (2") phone conduit (empty) provided in the shell space. 10. Latent defects in the Property of Leased Premises for the entire Lease Term and any renewal <p>All improvements must support the load requirements as determined by the Tenant's certified engineering firm and comply with all applicable construction codes, inclusive of any City/County Amendments, including ASHAE 09.1-2007 and the 2015 International Energy Conversation Code.</p>	<p>Disagree: _____</p>
<p>18. Landlord shall pay to Tenant's designated broker, Customized Real Estate Services ("Broker") a commission equal to four percent (4%) of the total gross rentals in accordance with a separate agreement between Landlord and Broker.</p>	<p>Agree: _____ Disagree: _____</p>
<p>19. Tenant requires that Landlord provide any existing documents that will assist the Tenants architect and engineers in designing the improvements. If unavailable, Landlord will provide (at their expense) professional services necessary to document the existing shell space configuration and document leasable area. Landlord may request Tenant to use their own architect and engineering services to document existing condition, which will be paid for by the Landlord.</p>	<p>Agree: _____ Disagree: _____</p>
<p>20. Tenant will have no obligation to restore the Leased Premises, subsequently leased space, or storage areas at the end of the Lease Term of Renewal Option Period, including, but not limited to, the removal or paying for the removal of cabling and wiring. Tenant's sole obligation is to return the Premises or subsequently leased space and storage areas in reasonable condition, normal wear and tear accepted.</p>	<p>Agree: _____ Disagree: _____</p>
<p>21. Should Government funding be cancelled, Tenant requires the option to terminate the 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</p>	<p>Agree: _____</p>

connection with this Lease. Landlord shall provide and attach the amortization schedule, identifying all costs involved, to the Lease Agreement as an Exhibit.	Disagree: _____
22. Tenant shall require the option to renew the Lease for a like term equal to the initial lease term, at the then Fair Market Rental Rate. Tenant shall have the right to reject any renewal offers at its sole discretion.	Agree: _____ Disagree: _____
23. 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 Leased Premises or subsequently leased space, at any time during the Lease Term and renewal options, without restrictions on rent paid by or concessions provided to any transferees, subject to mutually agreeable terms.	Agree: _____ Disagree: _____
24. Upon Lease commencement, the Property and Leased 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 the “ADA”), the 2012 TAS and the 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 changes or alterations required to so comply.	Agree: _____ Disagree: _____

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.

***Additional Information**

6. Requirements:
1. Compliant parking space count for standard cars and vans and dedicated access aisles;
 2. Parking spaces must be properly marked with a sign, compliant with standards;
 3. Dedicated parking space needs to be in proximity to the Leased Space (considered the shortest possible route to the public access/sidewalk); and
 4. Clear (unobstructed and accessible – gradient) path of travel from parking area to Leased Premises – includes aisles, ramps/curb ramps (handrails as required), walkways.
 5. At least one entrance available to tenant meets 2012 TAS accessibility standards.

14. Landlord represents to Tenant that to Landlord’s current actual knowledge without further inquiry the Leased 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 and 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 or around the Leased Premises. Tenant has the right to terminate the Lease in the event that the Leased Premises are uninhabitable.



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