

**CITY OF SAN ANTONIO**

**SAN ANTONIO EARLY CHILDHOOD EDUCATION MUNICIPAL  
DEVELOPMENT CORPORATION**



**REQUEST FOR PROPOSAL  
("RFP")**

for

Pre-K 4 SA Facilities Developer

RFP 13-063, 6100002855

Release Date: MAY 22, 2013  
Proposals Due: JUNE 11, 2013

**This solicitation has been identified as High-Profile.**

**Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts.** Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist or consultant retained to assist in seeking contract.

**A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.**

**002 - TABLE OF CONTENTS**

002 - TABLE OF CONTENTS..... 2  
003 - BACKGROUND ..... 3  
004 - SCOPE OF SERVICE..... 3  
005 - ADDITIONAL REQUIREMENTS ..... 4  
006 - TERM OF CONTRACT ..... 7  
007 - PRE SUBMITTAL CONFERENCE AND SITE VISIT ..... 7  
008 - PROPOSAL REQUIREMENTS ..... 7  
009 - CHANGES TO RFP ..... 8  
010 - SUBMISSION OF PROPOSAL ..... 8  
011 - RESTRICTIONS ON COMMUNICATION ..... 10  
012 - EVALUATION OF CRITERIA ..... 10  
013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS ..... 11  
014 - SCHEDULE OF EVENTS ..... 12  
015 - RFP EXHIBITS ..... 13  
016 - RFP ATTACHMENTS..... 17

### 003 - BACKGROUND

The San Antonio Early Childhood Education Municipal Development Corporation (Corporation) is breaking new ground with its Pre-K initiative and expects to offer dramatically enhanced early childhood education to ensure future vitality and long-term economic health for San Antonio. This initiative will provide four-year-olds high-quality pre-kindergarten education through:

- Four (4) model education centers serving up to 500 students each with full-day pre-kindergarten instruction;
- Competitive grant awards to local independent school districts and other educational providers to educate 1,700 children annually; and
- Professional development for pre-kindergarten through 3<sup>rd</sup> grade educators.

The purpose of this Request for Proposal (RFP) is to enable the City of San Antonio, through the non-profit San Antonio Early Childhood Education Municipal Development Corporation, ("City") to obtain proposals from Respondents regarding the construction or renovation, as the case may be, of a building to accommodate classrooms and other support space for the Pre-K 4 SA program. The City's expectation is that two (2) facilities, East and West areas of the City, will be ready for occupancy within 10 to 12 months of the date the lease is approved and the prospective developer/landlord will lease the space to the City for an initial term of seven years with two option to renew terms of eight years each, completely outfitted for the proposed use, except for furnishing fixtures and equipment which will be provided by City and that the lease contract be administered on a modified gross basis with City paying only the costs associated with separately metered public utilities exclusively serving the premises trash removal, basic building services such as unclogging toilets and replacing interior electrical lamps and janitorial services.

### 004 - SCOPE OF SERVICE

The CORPORATION shall require the RESPONDENT to provide a proposal for lease that details how they will accomplish the objectives identified above based including but not limited to the following detailed below. A Respondent may sub-contract portions of the required services, if preferred, and should specifically identify who will be the service provider.

Respondents to this RFP are to provide a lease proposal including but not limited to the following:

East Side Facility Location: 4900 Block of Lord Road

West Side Facility Location: 5103 Old Highway 90 West

Premises: Both locations, approximately 48,314 rentable square feet total area with an option to expand by 5,000 rentable square feet to 53,314 rentable square feet, said option will be exercised within no more than 30 days of the date that the lease is signed. The total rentable square footage of the building is subject to confirmation using the BOMA standard for single use office type structures. In the event the square feet is confirmed to be less than indicated herein, then the rent shall be adjusted downward only based on the actual square footage, but in no instance shall the formulas used to derive the square foot rent as quoted below be calculated using a number larger than 48,314 rentable square feet (53,314 rentable square feet if the option is exercised).

Lease Structure: The rent will consist of three (3) components:

1. Base rent quoted on a triple net basis excluding any costs for tenant improvements, or operation of the premises; and
2. Tenant Improvement Rent amortized over the initial term of the lease. As part of Respondents proposal, the method of calculating this portion of the rent will be provided including the rate of interest calculated by Respondent.
3. Operating Expense Rent consisting of all expenses incurred by Respondent for the operation of the building including, but not limited to:
  - Property Taxes, excluding any taxes attributable to Tenant's personal property. For the purpose of determining a Respondent's competitiveness, a cost for property and other taxes will be specifically omitted from the quoted rent, with the understanding that when a lease contract is entered into, it will contain a provision that Landlord is responsible for payment of all taxes excluding any income taxes assessed against

- Maintenance of the basic structure, including the foundation; all interior and exterior walls; all interior and exterior glass; roof; all interior and exterior electrical systems; all interior and exterior plumbing systems; and all HVAC systems. City will be responsible only for simple plumbing and electrical issues such as unclogging toilets and replacement of interior light fixture lamps (“Basic Building Services”)
- Maintenance of the exterior landscaping including sprinkler systems installed by Respondent, replacement of any landscape features that die and parking lot sweeping.
- Property insurance for damage to structure in an amount equal to 100% of the Premises replacement value and any other insurance requirements as detailed in this RFP. All policies of insurance shall name the City of San Antonio and the Corporation as an additional insured.

There shall be no other costs passed through to tenant during the term and tenant’s only obligation for expenses related to its occupancy of the premises shall be limited to its separately metered utility expenses which shall be paid by tenant directly to the utility provider; interior janitorial services including washing of all exterior window glass and; garbage removal and Basic Building Services.

Budget

The City has established a maximum budget of \$1,000,000.00 annually for the annual rent for this project. The final cost of the Lease will be established by the selected Response to this RFP. Note, however, the price represented by Respondents will be a factor in selection and award of the contract, so consideration to pricing should be given in submitting a proposal.

Site Location

The City has searched the target areas and identified one site in each target area that will work for this requirement as identified in Section 007 of this RFP. However, it is possible that the Respondent has a site that was not identified by staff performing the search, either because it was not actively being marketed or it was otherwise overlooked during the search process. Respondents are not limited to the site(s) identified in this RFP, and if in the opinion of the Respondent, their site is more conducive to the proposed use, the Respondent is encouraged to put forth their site. Upon receipt of any proposal that includes a site other than the one identified in this RFP, City will consider the site and if in its sole determination, the alternative site will work for the program, the Respondent’s proposal will be scored similar to proposals received for the site(s) identified in this RFP. If the City decides that the alternative site is not responsive to its needs, the proposal will be rejected and not considered. The boundaries comprising the target search area are shown for both the East and West areas in Attachment G of this RFP.

**005 - ADDITIONAL REQUIREMENTS**

Lease Negotiations.

Respondents are to confirm acceptance of the lease draft contract language as provided in the document attached to this RFP as Attachment F, or in the event that Respondent is to request any changes to the lease document, then the responses will affirmatively state what sections must be modified and to provided sample language detailing the proposed modifications.

Tenant Improvement Allowance.

At Respondents sole cost and expenses, they will deliver at the quoted base rent a 48,314 square foot building shell on the selected site, complete with:

- all weather roof including curbs and penetrations for any roof mounted equipment;
- entry way with covered area for vehicular ingress and egress;
- site graded and improved with a 200 vehicle parking lot including required landscaping, exterior lighting, and fenced in dumpster enclosure located at least 50 feet from the building sufficient in size to accommodate the occupancy.
- All utilities buried underground and stubbed up to the building shell including, but not limited to:
  - Electrical service including an adequately sized on site transformer
  - Water service for a fire sprinkler system
  - Separately metered potable water service
  - Separately metered outside lawn sprinkler service

- Conduit large enough to accommodate the voice/data entrance cable
- Natural gas service if required by the proposed mechanical systems
- A Site graded adjacent to the building of at least 14,250 square feet for the playground including a minimum 6' high privacy fence with at least two 36" wide entry gates with both entrances prepared with concrete ADA accessible approaches from the nearest building entrance..
- Adequately sized sewer service to the building
- Respondent shall provide an allowance of \$50 per square foot (\$2,415,700) within the portion of the rent attributable to interior Tenant Improvements (TI) for City's anticipated retro-fit of the lease space. Upon commencement of the Lease, Respondent shall reconcile its actual expenses for all interior improvements limited to costs incurred to design and engineer the construction plans and the actual cost of construction as quoted by a Respondent's general contractor, ("Improvement Allowance", no other costs shall be charged against the Improvement Allowance, the Actual TI Cost. Any difference between the Actual TI Cost and the \$50 per square foot allowance will be refunded to Tenant in the form of a rent reduction charged against the Tenant Improvement Rent in the final cost is less than the allowance. As part of Respondent's proposal, the method of calculating this credit is to be provided. If the Actual TI cost is more, then City will make a lump sum payment to Respondent to cover any overages above the TI Allowance.

Note that the City is projecting an estimated cost to complete the interior finish out of \$85.91 per square foot (\$4,150,700 based on a 48,314 SF building or \$4,580,206 on a 53,314 SF building) so Respondent should be prepared to finance this entire cost during construction subject to City reimbursing any expenditures above \$2,415,700 for a 48,314 square foot building or \$2,665,700 for a 53,314 square foot building.

#### Appropriations.

The City of San Antonio is a home rule municipality; as a result, in accordance with the State of Texas constitution funding for the lease agreement is subject to an annual appropriation by the elected members of the San Antonio City Council. In the event that funds are not appropriated for any reason, then Tenant may terminate this lease.

#### Right to Purchase.

Preference will be provided to responses that allow the City the right to purchase the Premises during the lease term and/or any renewal terms, at a specific purchase price. Responses should specifically state what the purchase price will be and at what times the right to purchase may be exercised. In addition to providing a preference to responses that provide this right, additional preference will be provided to responses that clearly demonstrate that the right to purchase is at a below fair market value based on the concept that some portion of the monthly rent paid is contributing towards equity in the Premises.

#### Timing

As part of the Proposed Plan, Respondents will provide a timeline indicating the amount of time necessary to design and construct the improvements. Preference will be given to responses that provide sufficient detail so that the reviewer can reasonably determine that Premises can be delivered and ready for occupancy by end of July, 2014. City expects to sign a lease document similar in format to that attached hereto as Attachment F with Respondent in late July, 2013, any work done by Respondent prior to the execution of the lease is at Respondents sole risk and expense.

#### Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

#### Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

## 006 - TERM OF CONTRACT

A contract awarded in response to this RFP will be for a seven (7) year period commencing upon tenant's occupancy of the premises which in no event will be later than thirty (30) days after the date that a Certificate of Occupancy confirming the completion of the tenant improvements outlined herein is issued. Terms will also include the right to renew the lease at City's option for two (2) additional terms of eight (8) years each.

## 007 - PRE-SUBMITTAL CONFERENCE AND SITE VISITS

A Pre-Submittal Conference will be held at City of San Antonio Finance Department – Purchasing Division Large Conference Room, Riverview Towers, 111 Soledad, 11<sup>th</sup> Floor, San Antonio, Texas 78205 at 10:00 a.m., Central Time, on Wednesday, May 29, 2013. Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

Site tours will begin at the conclusion of the conference. Respondents will be responsible for meeting at the designated sites following the Pre-Submittal Conference

11:30 AM – East Side Facility Location: 4900 Block of Lord Road

12:30 PM – West Side Facility Location: 5103 Old Highway 90 West

If you plan to attend the site visits, please wear comfortable shoes

This meeting place is accessible to disabled persons. The City of San Antonio Finance Department – Purchasing Division Large Conference Room is wheelchair accessible. The accessible entrance is located at the main entrance on 111 Soledad. Accessible parking spaces are located at the Rand Garage directly next to 111 Soledad. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference and Site Visits that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference and Site Visits.

## 008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

If submitting a hard copy proposal, submit one (1) original, signed in ink, ten (10) hard copies, and one (1) copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

If submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

### TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFP as Attachment A, Part Three.

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFP as Attachment B.

DISCRETIONARY CONTRACTS DISCLOSURE FORM. Use the Form in RFP Attachment C which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment E. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment I.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

### **009 - CHANGES TO RFP**

Changes to the RFP, made prior to the due date for proposals shall be made directly to the original RFP. Changes are captured by creating a replacement version each time the RFP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP.

### **010 - SUBMISSION OF PROPOSAL**

Proposals may be submitted electronically through the portal or in hard copy format.

#### Submission of Hard Copy Proposals.

Respondent shall submit one original, signed in ink, ten (10) hard copies and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Pre-K 4 SA Facilities Developer**" on the front of the package.

Proposals must be received in the City Clerk's Office no later than 2:00 p.m., Central Time, on Tuesday, June 11, 2013 at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City Clerk's Office  
Attn: Pre-K 4 SA Facilities Developer  
San Antonio Early Childhood Education Municipal Development Corporation  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office  
Attn: Attn: Pre-K 4 SA Facilities Developer  
San Antonio Early Childhood Education Municipal Development Corporation  
100 Military Plaza  
2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites, or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the San Antonio Early Childhood Education Municipal Development Corporation shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

## 011 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials, the Corporation Board, and their staff regarding the RFP or proposals from the time the RFP has been released until the contract is posted as a Corporation Board agenda item; and 2) City and Corporation Board employees from the time the RFP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the Restrictions on Communication with City and Corporation employees include:

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **2:00 p.m.**, Local Time, on **Friday, May 31, 2013**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal.

**Laura Sambrano, Procurement Specialist III**  
**City of San Antonio, Finance Department – Purchasing Division**  
[laura.sambrano@sanantonio.gov](mailto:laura.sambrano@sanantonio.gov)

Questions submitted and the Corporation’s responses will be posted with this solicitation.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Shuchi Nagpal. Ms. Nagpal may be reached by telephone at (210) 207-0071 or by e-mail at [Shuchi.Nagpal@sanantonio.gov](mailto:Shuchi.Nagpal@sanantonio.gov). *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The Corporation reserves the right to exclude any persons from interviews as it deems in its best interests.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

The Corporation reserves the right to contact any Respondent to negotiate if such is deemed desirable by the Corporation. Such negotiations, initiated by Corporation staff persons, shall not be considered a violation by Respondent of this section.

## 012 - EVALUATION OF CRITERIA

The Corporation will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The selection process shall be based on consultant qualifications, experience, proposed methods, cost of survey, and ability to meet the Corporation’s deadline. The Corporation may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the Corporation elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The Corporation may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The Corporation reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the Corporation.

Evaluation Criteria:

Experience, Background, Qualifications (20 points)

Proposed Plan (40 points)

Price (40 points)

**013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

The Corporation reserves the right to award one, more than one or no contract(s) in response to this RFP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to the Corporation, as determined by the selection committee, upon approval of the Corporation.

The Corporation may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the Corporation. However, final selection of a Respondent is subject to Corporation approval.

The Corporation reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. Corporation also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

The Corporation will require the selected Respondent(s) to execute a contract with the Corporation, prior to Corporation award. No work shall commence until the Corporation signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on the Corporation until approved by the Corporation Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, the Corporation reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit City or Corporation to enter into a Contract, award any services related to this RFP, nor does it obligate City or Corporation to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City and/or Corporation for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City and/or Corporation.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

#### 014 - SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date	May 22, 2013
Pre Submittal Conference/Site Visits	May 29, 2013 at 10:00 a.m.
Final Questions Accepted	May 31, 2013 at 2:00 p.m.
Proposal Due	June 11, 2013 at 2:00 p.m.

**015 - RFP EXHIBITS**

**RFP EXHIBIT 1**

**SMALL BUSINESS ECONOMIC DEVELOPMENT  
ADVOCACY (SBEDA) PROGRAM**

**SBEDA COMPLIANCE**

The City of San Antonio, through City Ordinance No. 2010-06-17-0531 and as amended, has adopted and implemented a Small Business Economic Development Advocacy ("SBEDA") Program. Information regarding the SBEDA Ordinance may be found on the City's Economic Development Department (EDD) website and is also available in hard copy form upon request to the City. In accordance with the SBEDA Program, any contract(s) or agreement(s) entered into as a result of this solicitation shall be subject to the SBEDA Affirmative Procurement Initiative(s) and goal(s) as determined by the applicable SBEDA Goal Setting Committee. Upon selecting a Respondent or Respondents to negotiate the terms and conditions of a binding agreement, the selected Respondent's or Respondents proposal(s) shall be submitted to the Goal Setting Committee for determination regarding the applicability of an Affirmative Procurement Initiative(s), relative goal(s) and required date for return of a Subcontractor/Supplier Utilization Plan. Should the selected Respondent or Respondents be unable or unwilling to contractually commit to meet the goals set by the Goal Setting Committee, the City shall decline the Respondent or Respondents proposal(s) and may negotiate with the next favorable Respondent.

## RFP EXHIBIT 2

### Insurance Requirements

If selected, Consultant shall be required to comply with the insurance provisions set forth below:

A) Prior to the commencement of any work under the Agreement, Consultant shall furnish copies of a completed Certificate(s) of Insurance to the City's Building and Equipment Services Department, which shall be clearly labeled "**Pre-K 4 SA Facilities Developer for the San Antonio Early Childhood Education Municipal Development Corporation**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The CORPORATION shall have no duty to pay or perform under the Agreement until such certificate and endorsements have been received and approved by the City's Building and Equipment Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The CORPORATION reserves the right to review the insurance requirements of this Article during the effective period of the Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding the Agreement. In no instance will CORPORATION allow modification whereupon CORPORATION may incur increased risk.

C) A Consultant's financial integrity is of interest to the CORPORATION; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the CORPORATION, Consultant shall obtain and maintain in full force and effect for the duration of the Agreement, and any extension hereof, at Consultant's sole expense, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
<u>1. Workers' Compensation</u>	<u>Statutory Limits</u>
<u>2. Employers' Liability</u>	<u>\$500,000/\$500,000/\$500,000</u>
<u>3. Broad form Commercial General Liability Insurance to include coverage for the following:</u>	<u>For Bodily Injury and Property Damage of \$1,000,000 per occurrence;</u>
<u>a. Premises/Operations</u>	<u>\$2,000,000 General Aggregate, or its</u>
<u>b. Independent Contractors</u>	<u>equivalent in Umbrella or Excess Liability</u>
<u>c. Products/Completed Operations</u>	<u>Coverage</u>
<u>d. Personal Injury</u>	
<u>e. Contractual Liability</u>	
<u>f. Damage to property rented by you</u>	<u>\$100,000</u>
<u>4. Business Automobile Liability</u>	<u>Combined Single Limit for Bodily Injury and</u>
<u>a. Owned/leased vehicles</u>	<u>Property Damage of \$1,000,000 per</u>
<u>b. Non-owned vehicles</u>	<u>occurrence</u>
<u>c. Hired Vehicles</u>	

D) Consultant agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Consultant herein, and provide a certificate of insurance and endorsement that names the Consultant and the CORPORATION as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by the CORPORATION, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the CORPORATION, the CORPORATION shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy

provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to CORPORATION at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

San Antonio Early Childhood Education Municipal Development Corporation  
C/O City of San Antonio  
Building and Equipment Services Leasing Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

F) Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name the City of San Antonio, the Corporation, its officers, officials, employees, volunteers, as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CORPORATION, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the CORPORATION where the CORPORATION is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the CORPORATION.

Provide advance written notice directly to CORPORATION of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to CORPORATION. CORPORATION shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the CORPORATION may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CORPORATION shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the CORPORATION or the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the CORPORATION shall be limited to insurance coverage provided.

L) Consultant and any Subcontractors are responsible for all damage to their own equipment and/or property.

### RFP EXHIBIT 3

#### Indemnification Requirements

If selected, Consultant will be required to comply with the indemnification provisions shown below:

CONSULTANT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CORPORATION and the employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CORPORATION AND CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the CORPORATION and/or the CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CORPORATION ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CORPORATION UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CORPORATION in writing within 24 hours of any claim or demand against the CORPORATION or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT'S activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONSULTANT'S cost. The CORPORATION shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

#### No Limitation of Liability.

The CORPORATION will not agree to allow the CONSULTANT to limit its liability for breach or default of the FINAL CONTRACT to the contract amount or to the amount the Corporation has paid up to the time of breach or default.

**016 - RFP ATTACHMENTS**

**RFP ATTACHMENT A, PART ONE**

**GENERAL INFORMATION**

**1. Respondent Information:** Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: \_\_\_\_\_

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: \_\_\_\_\_

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_

Partnership

Corporation If checked, check one:  For-Profit  Nonprofit

Also, check one:  Domestic  Foreign

Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide address of office from which this project would be managed:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List Related Companies:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2. Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

- 3.** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes \_\_\_ No \_\_\_

- 4.** Is Respondent authorized and/or licensed to do business in Texas?

Yes \_\_\_ No \_\_\_ If "Yes", list authorizations/licenses.

\_\_\_\_\_  
\_\_\_\_\_

- 5.** Where is the Respondent's corporate headquarters located? \_\_\_\_\_

- 6. Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes \_\_\_ No \_\_\_ If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

- b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes \_\_\_ No \_\_\_ If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

- d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

**7. Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No \_\_\_ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

---

---

**8. Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

---

---

**9. Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No \_\_\_ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

---

---

**10. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

---

---

**11. Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

---

---

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

---

---

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes \_\_\_\_ No \_\_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

---

---

## REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

### Reference No. 1:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email address: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### Reference No. 2:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email address: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### Reference No. 3:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email address: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

## RFP ATTACHMENT A, PART TWO

### EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

- 1) Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed. Of particular interest to City will be Respondent or its team members prior experience developing educational facilities used for Pre-K purposes.
- 2) Describe Respondent's approach to development of the facility, provide detail on any means that Respondent has used in the past to deliver a facility on an accelerated basis and identify any methods Respondent will employ for the timely construction of the required facility.
- 3) Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
- 4) List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
- 5) If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past identify the members of the team including architect, contractor, project manager and any other team members that Respondent deems essential to the success of the project. For each team member provide:
  - a. Number of year's experience.
  - b. Specific experience constructing buildings similar to what the Respondent is proposing
  - c. Specific experience for the architect, if any, designing classroom facilities
- 6) Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
- 7) State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
- 8) Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## RFP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit the following items.

Work Plan – **The Work Plan will describe the Respondent’s approach to the Scope of Services outlined in this RFP.** Describe the work to be completed and the associated tasks to be performed. Include a discussion of the following elements:

- 1) Construction Method. As stated in this RFP, ability to deliver the facility prior to end of July 2014 is critical. Respondent should identify the construction method they will use for the building structure and clearly detail why this method is superior to other construction methods. In the event that Respondent selects a means of construction that if not for the timing requirement it would not be the recommended choice, the Respondent should detail the issues related to a “fast track” construction technique so that the reviewer is aware of any limitations associated with that type of building.
- 2) Team members for the management and operation of the Premises, The Work Plan should detail the property management company, if any, landscaper, HVAC maintenance company and any other firms that will be involved in the day to day operation of the Premises.
- 3) Additional Information - Provide any additional plans and/or relevant information about Respondent’s approach to providing the required services.
- 4) Identify the source of financing to develop the project, provide firm commitments from lenders or other evidence that Respondent has the financial wherewithal to complete the project.
- 5) Respondent shall review the lease document attached hereto as Attachment F and indicate if the Respondent is willing to sign the document “as is” subject only to minor non-material changes. Preference will be given to Respondents that will accept the City lease as drafted. In the event that Respondent will require changes to the document, Respondent must provide detailed descriptions of the lease sections that will require revision and what the revised language will be.
- 6) Schedule - Respondents will provide a timeline indicating the amount of time necessary to design and construct the improvements. Sufficient detail must be provided so that the reviewer can reasonably determine that Premises can be delivered and ready for occupancy by end of July, 2014. City expects to sign a lease document similar in format to that attached hereto as Attachment F with Respondent in late July, 2013 any work done by Respondent prior to the execution of the lease is at Respondents sole risk and expense. The schedule must indicate any critical path tasks that require input from City, such as interior space plan approval, that if not meet will result in delay in meeting the end of July, 2014 delivery date.
- 7) Site Location – in the event the Respondent proposes a site other than the ones identified in this RFP, Respondent must provide clear detail as to why this site is superior to the propose site including any features that make development on this site more feasible than the proposed, cost of acquisition, etc.

**RFP ATTACHMENT B**

**PRICE SCHEDULE**

**Respondents may propose for both facilities (2) or only one (1) facility. At City's option, for those Respondents that decide to propose for both facilities, it may be decided to reject the proposal for one (1) facility, but accept the proposal for the other facility location.**

**East Side Facility Rental Rate:** Confirm site location proposed for development

---

---

Respondent to separately identify proposed charges on an annual per rentable square foot basis should be applied per your proposed plan.

- Base Rent for Premises \$ \_\_\_\_\_ per rentable SF, flat for the entire 7 year term
- Tenant Improvement Rent \$ \_\_\_\_\_ per rentable SF, based on an amortization of \_\_\_% amortized over 7 years (state if amortization is for a period of less than 7 years)
- Operating Expense Rent: \$ \_\_\_\_\_ per rentable SF, excluding property taxes which will be paid by Landlord but subject to 100% reimbursement by City
- Total Rent \$ \_\_\_\_\_ per rentable SF**

Only the Operating Expense Rent shall be subject to adjustment during the term based on annual increases to CPI for the San Antonio area capped at 5%.

The figures must be quoted based on the expectation that City can simply multiply the rates quoted above by 53,314 rentable square feet to establish what the cost would be if the City decided to request a 53,314 rentable square foot in lieu of a 48,314 rentable square foot building

**West Side Facility Rental Rate:** Confirm site location proposed for development

---

---

Respondent to separately identify proposed charges on an annual per rentable square foot basis, should be applied per your proposed plan.

- Base Rent for Premises \$ \_\_\_\_\_ per rentable SF, flat for the entire 7 year term
- Tenant Improvement Rent \$ \_\_\_\_\_ per rentable SF, based on an amortization of \_\_\_% amortized over 7 years (state if amortization is for a period of less than 7 years)
- Operating Expense Rent: \$ \_\_\_\_\_ per rentable SF, excluding property taxes which will be paid by Landlord but subject to 100% reimbursement by City

**Total Rent** \$ \_\_\_\_\_ per rentable SF

Only the Operating Expense Rent shall be subject to adjustment during the term based on annual increases to CPI for the San Antonio area capped at 5%.

The figures must be quoted based on the expectation that City can simply multiply the rates quoted above by 53,314 rentable square feet to establish what the cost would be if the City decided to request a 53,314 rentable square foot in lieu of a 48,314 rentable square foot building

**Proposed Alternative Facility Rental Rate:** Provide proposed site location proposed for development below:

---

---

Respondent to separately identify proposed charges on an annual per rentable square foot basis, should be applied per your proposed plan.

Base Rent for Premises \$ \_\_\_\_\_ per rentable SF, flat for the entire 7 year term

Tenant Improvement Rent \$ \_\_\_\_\_ per rentable SF, based on an amortization of \_\_\_% amortized over 7 years (state if amortization is for a period of less than 7 years)

Operating Expense Rent: \$ \_\_\_\_\_ per rentable SF, excluding property taxes which will be paid by Landlord but subject to 100% reimbursement by City

**Total Rent** \$ \_\_\_\_\_ per rentable SF

Only the Operating Expense Rent shall be subject to adjustment during the term based on annual increases to CPI for the San Antonio area capped at 5%.

The figures must be quoted based on the expectation that City can simply multiply the rates quoted above by 55,000 rentable square feet to establish what the cost would be if the City decided to request a 55,000 rentable square foot in lieu of a 50,000 rentable square foot building

**Options:** Two (2) options of eight (8) years each with set increases to Base Rent only. The proposal will identify how much this percent increase will be at the commencement of each option. Operating Expense Rent will be recalculated based on Landlord's actual cost to operate the building for the prior full calendar year occurring before the renewal date. At time of Renewal, Tenant shall pay as additional rent the cost to carpet and paint the Premises amortized over the renewal term at 7% annually.

Security Deposit: Waived

Pre-Paid Rent: Waived

**Purchase Option:** Respondent will state if a purchase option is provided and under what terms and conditions the purchase option shall be granted. At Respondents option, the Purchase Option can be during the initial term and/or either of the option terms and the option can be at market rate or below market rate. Respondents should be aware that scoring preference will be given to those proposals that include a below market purchase option.

## **RFP ATTACHMENT C**

### **DISCRETIONARY CONTRACTS DISCLOSURE FORM**

Discretionary Contracts Disclosure Form may be downloaded at  
<https://www.sanantonio.gov/efrms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

**RFP ATTACHMENT D**

**LITIGATION DISCLOSURE FORM**

**Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes \_\_\_ No \_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes \_\_\_ No \_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes \_\_\_ No \_\_\_

**If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

**RFP ATTACHMENT E**

**SIGNATURE PAGE**

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions**

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

\_\_\_\_\_  
Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

\_\_\_\_\_  
Co-Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RFP ATTACHMENT F**  
**SAMPLE LEASE DOCUMENT**

**Pre-K for SA Lease**  
**(/name of landlord/)**

---

**Table of Contents**

1. Basic Information, Definitions.....	29
2. Grant.....	31
3. Rent.....	31
4. Term, Renewal.....	33
5. Tenant’s Affirmative Promises.....	33
6. Tenant’s Negative Promises.....	33
7. Landlord’s Affirmative Promises.....	33
8. Landlord’s Negative Promises.....	34
9. Insurance.....	34
10. Release of Claims/Subrogation.....	36
11. Casualty/Total or Partial Destruction.....	36
12. Condemnation/Substantial or Partial Taking.....	36
13. Holdover.....	36
14. Default.....	37
15. Environmental.....	37
16. Dispute Resolution.....	38
17. Miscellaneous.....	38
Exhibit A: Description of Premises.....	41
Exhibit B: Occupancy Commencement Memorandum.....	42
Exhibit C: Work Letter.....	44

---

1. Basic Information, Definitions.

**Landlord:** /to come from landlord/

**Landlord’s Address:** /to come from landlord/

**Tenant:** San Antonio Early Childhood Education Municipal  
Development Corporation

**Tenant’s Address:** To be provided by City

**Premises:** /must be a stand-alone building on a stand-alone tract/

**Common Areas** All areas of the Premises that are intended and designated by Landlord from time to time for the common, general, and non-exclusive use of Tenant, including among other facilities, the Parking Facilities, private streets and alleys, landscaping, curbs, sidewalks, lighting facilities, but excluding the Building of which the Premises is part, and any improvements made inside the Building made by the Tenant as permitted hereunder. Landlord has exclusive control over and right to manage the Common Areas.

**Permitted Use:** Pre-school-related purposes including but not limited to classrooms and administrative offices and any other uses that Tenant deems appropriate for the Premises.

**No. of Parking Spaces:** 200 parking spaces situated on the Premises or such lesser number as Tenant may otherwise approve. The parking is to be provided adjacent to the Premises in facilities constructed by Landlord “Parking Facilities” at its sole cost

and expense

**Occupancy Commencement Date:** The first of the month of the first full month after the Premises are move-in ready, as defined in Article 2, the actual date to be memorialized at the time on an Occupancy Commencement Memorandum substantially in the form of **Exhibit B**.

**Binding Date:** This agreement is binding on the parties on the later of the signatures of the two parties.

**Initial Term:** From the Occupancy Commencement Date through and including August 30, 2021.

**Address for Payment of Rent:** /to come from landlord/

**Essential Services:** (a) Repair and maintenance of the Parking Facilities; (b) maintenance of landscape installed by Landlord located outside the Building but within the Premises, including the replacement of any landscaping that requires replacement during the Term; (c) maintenance and provision of all exterior lighting on the Premises, including but not limited to the Building, outside playground area and parking area; and (d) maintenance of all building components including the HVAC systems, exposed and concealed electrical systems, exposed and concealed plumbing systems except as are expressly the Tenant's responsibility as provided in this Lease "Building Components".

**Operating Expenses** All expenses that Landlord incurs in connection with the ownership, operation, and maintenance of the Common Areas and Building after the Commencement Date, which expenses shall be limited to Landlord's actual costs for Tenant's portion of Property Taxes levied and assessed against the Premises (as set out below), Landlord's Insurance Premiums relating to the Building or the Premises, and Landlord's actual costs to maintain, repair, replace, manage and/or operate the following: (i) the Essential Services including the Building Components; (ii) lawn sprinkler systems; (iii) sweeping, resurfacing, restriping and sealing of the sidewalks and the Parking Facilities; (iv) replacement and maintenance of exterior lighting on signage, including but not limited to Tenant's Monument Sign; (v) exterior painting; (vi) repair of electrical or utility lines; (vii) utility charges that are not expressly the responsibility of Tenant; (viii) graffiti removal from the exterior of the Building or Tenant's Monument Sign; (x) management of the Premises, not to exceed two and one-half percent (2.5%) of the total Operating Expenses, excluding Property Taxes, hereunder;

**Property Taxes** All taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Premises, any other charges, taxes and/or impositions now in existence or hereafter imposed by any governmental authority based upon the privilege of renting the Premises or upon the amount of rent collected therefor, and any tax, fee, levy, assessment or charge which is imposed as the result of a transfer, either partial or total, of Landlord's interest in the Premises or which is added to a tax or charge hereinbefore included within the definition of real property tax by reason of such transfer. Property Taxes shall also be

deemed to include ad valorem taxes, general and special assessments, parking surcharges, any tax or excise on rents any tax or charge for governmental services (such as street maintenance or fire protection) payable with respect to the Premises, any special taxing district assessment which is imposed in order to fund public facilities for the area in which the Premises is located and any other tax or charges that is in lieu of or a substitute for any such real estate or other taxes. If any rent tax becomes payable on the Rent required by this Lease, Tenant shall pay such rent tax. Notwithstanding anything to the contrary set forth herein, Taxes shall include the so called "margin franchise tax" payable under Chapter 171 of the Texas Tax Code, as amended by Tex. H.B. 3, 79th Leg., 3d C.S. (2006).

**Estimated Substantial  
Completion Date** July 31, 2014

The exhibits to this Lease are:

- Exhibit A: Description of Premises
- Exhibit B: Occupancy Commencement Memorandum
- Exhibit C: Work Letter
- Exhibit D: Confirmation of Tenant Improvement Costs Memorandum

## 2. Grant.

2.01. Landlord leases the Premises to Tenant, and Tenant takes the Premises from Landlord on the terms and conditions of this Lease. As a part of the Lease, Landlord must reserve for Tenant the number of parking spaces indicated above.

2.02. Tenant's right of occupancy begins at the Occupancy Commencement Date. Likewise, Tenant's first rent payment is due at the Occupancy Commencement Date. The Occupancy Commencement Date is to be confirmed in a document similar in format to that attached hereto as Exhibit D. Tenant may cancel this Lease and be free of all its obligations if the Occupancy Commencement Date has not occurred by December 31, 2014. Move-in ready means that the Premises are finished-out according to the requirements of this Lease, except for minor items such as are routinely corrected with a punch list and that a Certificate of Occupancy or Temporary Certificate of Occupancy, as the case may be, has been issued by the City of San Antonio for the entire Premises.

2.03 In the event that Occupancy Commencement Date does not occur on or before the Estimated Substantial Completion Date, the Rent shall be abated by an amount equal to 3 times the per day rate multiplied by the number of days occurring after the Estimated Substantial Delivery Date.

2.04. This agreement is binding on the parties on the Binding Date.

## 3. Rent.

3.01. Base Rent for the Initial Term is \$--.—per rentable square foot of the Building. The Base Rent for the Option to Renew Term(s) is set forth below in Section 4.02.

3.02 In addition to the Base Rent, commencing upon the Commencement Date and throughout the Term of this Lease, Tenant must pay to Landlord the Operating Expenses (as defined in Section 1 above) as additional rental hereunder in monthly installments, which are subject to adjustment as set forth in Section 3.03 below (collectively, the "Additional Rent"), and which initial Operating Expenses are estimated below:

Initial Estimated	
Operating Expenses:	\$0.00 psf of the Building per annum, for monthly installments of \$0.00 per month
Property Taxes	\$0.00 psf of the Building, for monthly installments of \$0.00 per month

3.03. *Estimate of Additional Rent.* During the first year of the Term commencing on the Commencement Date and continuing until such time that the portion of Rent attributable to Operating Expenses is subject to adjustment as provided herein, Tenant must pay Landlord, in advance concurrently with each monthly installment of Base Rent, an

amount equal to the estimated Additional Rent for such calendar year or part thereof divided by the number of months therein. The estimate must be calculated as stated herein. The initial estimated Additional Rent is set forth in Section 3.02 above. For the calendar year ending December 31, 2015, Landlord shall provide Tenant a full accounting of the Operating Expenses incurred by Landlord to provide the services that comprise Operating Expenses as detailed herein. Tenant shall pay any difference between the estimated expenses previously paid and the actual expenses in a lump sum. The expenses detailed in Landlord's statement, subject to Tenant's right to dispute, for the period January 1, 2015 through December 31, 2015 shall represent the actual base year operating expenses ("Actual Operating Expenses"). Commencing January 1, 2016 and occurring each January 1<sup>st</sup> thereafter during the Term, the portion of Rent attributable to Operating Expenses is subject to change according to changes in the Consumer Price Index—All Urban Consumers, CUUR0000SA0, Not Seasonally Adjusted, U.S. city average, All items, 1982-84=100. Adjustments are determined by multiplying the Base Year Operating Expenses by a fraction, the numerator being the index number published for the prior January and the denominator being the index number published for the December of the year prior to the year the adjustment will take effect. If the product is greater than the previous year's Operating Expenses, Tenant will pay the difference between the product and the previous year's expenses until the next rental adjustment. If the Department of Labor ceases publishing the Consumer Price Index—All Urban Consumers, CUUR0000SA0, Not Seasonally Adjusted, U.S. city average, All items, 1982-84=100, Landlord and Tenant shall mutually and in good faith agree on an alternative index to be used.

From year to year, Landlord will provide an accounting of how the Additional Rent to be due by Tenant was calculated including the CPI calculation, and deliver a copy of the calculation to Tenant. Thereafter, the monthly installments of Additional Rent payable by Tenant will be appropriately adjusted retroactive to January 1<sup>st</sup>.

For the purpose of calculating Property Taxes if the tax parcel(s) of which the Premises are a part relate to larger land tract(s), then the Property Taxes shall be prorated by Landlord as follows: (i) for the Property Taxes attributable to the land, a ratio of the total net land area in the Premises to the total net land area in the property affected by the tax parcel(s), and (ii) for the Property Taxes attributable to the improvements, a ratio of the total rentable square footage in the Premises to the total rentable square footage in the property affected by the tax parcel(s). The payment to be made by Tenant for the real estate tax year in which this Lease terminates shall bear the same ratio to the payment which would be required to be made for the full real estate tax year as the number of days of such tax year which elapsed prior to termination of this Lease bears the number of days in the full real estate year.

3.04. *Recapture of Unrecovered Expenses.* By April 1, 2016, or as soon thereafter as practicable, Landlord must furnish Tenant a statement of Landlord's Actual Operating Expenses. If Tenant's estimated payments of Additional Rent exceed the Actual Operating Expenses for the year, then Landlord must promptly, at Landlord's option, either credit Tenant's account for subsequent payments of Additional Rent or reimburse Tenant for the excess. Likewise, if Tenant's estimated payments of Additional Rent for such year are less than the Actual Operating Expenses, then Tenant shall pay Landlord the deficiency in a single lump sum payment promptly following written notice by Landlord.

3.05. *Audit of Actual Operating Expenses.* On fifteen (15) days prior written notice to Landlord, at Tenant's sole cost and expense, Tenant and its agents and representatives may inspect and copy Landlord's business records relating to calculation of Additional Rent attributable to the immediately preceding calendar year only. Such audit right shall be limited to one (1) time per calendar year. Unless otherwise mutually agreed, the inspection will be conducted during Landlord's normal working hours. Landlord must make the records available at a location in San Antonio, Texas, and shall allow Tenant to make copies of such records at Tenant's sole cost and expense. Tenant will pay Landlord 20 cents a copy for any copies made on Landlord's machine.

3.06. Tenant must pay Rent in advance on the first day of each month. The first such monthly installment of Rent shall be due and payable on the Commencement Date and subsequent installments shall be due and payable on the 1<sup>st</sup> day of each succeeding calendar month during the Initial Term of this Lease; provided that in the event the Commencement Date is not the 1st day of a particular month, then Rent shall be prorated based on the number of days remaining in the month at the per diem rate equal to the number of days in that particular month. Rent payments shall not be considered to be late until that date which is 10 days after the date they are due under the terms of this Lease. If the Rent due is not paid by such date, then, except as set forth below, Landlord may thereafter provide Tenant with written notice the Rent is late in which case the Tenant will be in default if it fails to pay the Rent within 10 days following any such notice from Landlord. The above notwithstanding, in the event the Landlord has provided the Tenant two notices in any 12 month period indicating the Rent was not paid by 10th day of the month, the Landlord will not be required to provide further notice that Rent is due during such 12 month period and Tenant will be deemed to be in default of its obligation to pay such Rent if it fails to pay the Rent by the 10<sup>th</sup> day of the month.

3.07. Tenant must pay Base Rent and Additional Rent in the amounts described in this section in advance on the first day of each month or within 10 days thereafter without penalty, except that Tenant may pay taxes on its personal

property directly to the taxing authorities. Tenant further may be more than 10 days late twice in a calendar year without penalty. On the third and each later occasion in a calendar year on which Tenant is more than 10 days late, Landlord may deliver to Tenant written notice of delinquency. If Tenant does not pay the full amount due within 15 days from delivery of Landlord's notice, then Tenant owes a late charge of 5% of the delinquent amount as additional rent. The late charge represents a fair and reasonable estimate of costs Landlord will incur because of the late payment. Interest and late charges are in addition to all Landlord's other rights and remedies.

3.08. If Landlord receives prepaid rent from or for the account of Tenant, Landlord must apply the prepaid rent according to Tenant's directions.

3.09. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant must not abate Rent.

#### 4. Term, Renewal.

4.01. The term of this Lease is the Initial Term, unless sooner terminated as provided in this Lease.

4.02. Tenant may renew this Lease for two 8-year terms by giving Landlord six months prior written notice before expiration of the previous term, whether initial or renewal. Renewals are on the same terms and conditions as the Initial Term, except for rent. Rent during the first renewal is at \$XX a rentable square foot for years one through three and \$YY a rentable square foot for years four and five. Rent during the second renewal is at the then market rate for comparable premises.

#### 5. Tenant's Affirmative Promises.

Tenant promises that it will:

5.01. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building; (b) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (c) any rules and regulations for the Building and Common Areas adopted by Landlord.

5.02. Obtain and pay for all separately metered utility services used by Tenant.

5.03. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

5.04. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are obligations of Landlord.

5.05. Vacate the Premises and return all keys to the Premises promptly upon expiration of the Term, subject to any holdover rights.

5.06. On request, execute an estoppel certificate that states the Occupancy Commencement Date and duration of the lease, identifies any amendments to the lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested. Tenant need not sign any certificate that purports to modify Tenant's obligations in any respect, except for a change in the address for notice or payment of rent.

#### 6. Tenant's Negative Promises.

Tenant promises that it will not:

6.01. Create a nuisance or commit waste.

6.02. Use the Premises in any way that would increase insurance premiums or void insurance on the Building.

6.03. Alter the Premises.

6.04. Allow a lien to be placed on the Premises.

6.05. Assign this lease or sublease any portion of the Premises without Landlord's written consent, which must not be unreasonably withheld.

#### 7. Landlord's Affirmative Promises.

Landlord promises that it will:

7.01. Lease to Tenant the Premises for the entire Term, beginning on the Occupancy Commencement Date.

7.02. Obey all applicable laws with respect to Landlord's operation of the Building and Common Areas.

7.03. Repair, replace, and maintain the (a) all exposed and structural building components such as foundations, roof, exterior walls (including the periodic painting and graffiti removal thereof), exterior window and door glass, exterior doors, and any exterior landscaping structures such as walls; (b) concealed plumbing systems, concealed electrical systems, electrical distribution systems; (c) landscape and landscaping features, including seasonal replacements of annual plantings and replacement of plants that die; (d) exterior sprinkler systems, fire sprinkler and life safety systems excluding the required monitoring, which is Tenant's responsibility; (e) floors (but not carpeting or similar floor covering, unless damaged by a problem with the floor); (f) damage to Tenant's improvements, including concealed mechanical systems, caused by failure or malfunctioning of building features or equipment for which Landlord is responsible; and (g) other structures or equipment serving the Premises.

7.04. Timely complete at its own cost all work allocated to Landlord by the work letter attached as **Exhibit D**.

7.05. Ensure all utilities to the Premises are separately metered.

8. Landlord's Negative Promises.

Landlord promises that it will not:

8.01. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

8.02. Unreasonably withhold consent to a proposed assignment or sublease.

9. Repair, Maintenance and Replacement Responsibilities.

Landlord and Tenant each must repair, maintain, and replace, if necessary, any building component or services allocated to it in the table below, unless otherwise provided in this Lease:

<i>Item</i>	<i>Tenant Responsibility</i>	<i>Landlord Responsibility</i>
Janitorial Services to Premises	Yes	No
Janitorial Services to Common Areas	No	Yes
Trash Disposal	Yes	No
Separately Metered Utility Services	Yes	No
Parking Lot Maintenance	No	Yes
Pest Control Services	Yes	No
Landscaping	No	Yes
Exposed Electrical Systems	No	Yes
Light bulbs and tubes, except exterior lights which are exclusively Landlord's responsibility	Yes	No
Concealed Electrical Systems	Yes	No
(i) All Exposed and Concealed Plumbing Systems or (ii) failures of concealed plumbing, including under slab drain lines, specifically caused by Tenants use, operations or maintenance	No	Yes
Clogged Toilets and sinks, except for any clogs caused by a collapse or failure of the	Yes	No

Concealed Plumbing Systems

HVAC Systems repair, maintenance and replacement	No	Yes
--	----	-----

10. Insurance.

10.01. Landlord shall obtain and maintain in full force and effect for the duration of the Lease, and any extension hereof, subject to Landlord's reimbursement for the cost as provided in Section 3 above, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
<u>1. Workers' Compensation</u>	<u>Statutory Limits</u>
<u>2. Employers' Liability</u>	<u>\$500,000/\$500,000/\$500,000</u>
<u>3. Broad form Commercial General Liability Insurance to include coverage for the following:</u>	<u>For Bodily Injury and Property Damage of \$1,000,000 per occurrence:</u>
<u>a. Premises/Operations</u>	<u>\$2,000,000 General Aggregate, or its</u>
<u>b. Independent Contractors</u>	<u>equivalent in Umbrella or Excess Liability</u>
<u>c. Products/Completed Operations</u>	<u>Coverage</u>
<u>d. Personal Injury</u>	
<u>e. Contractual Liability</u>	
<u>f. Damage to property rented by you</u>	<u>\$100,000</u>
<u>4. Business Automobile Liability</u>	<u>Combined Single Limit for Bodily Injury and</u>
<u>a. Owned/leased vehicles</u>	<u>Property Damage of \$1,000,000 per</u>
<u>b. Non-owned vehicles</u>	<u>occurrence</u>
<u>c. Hired Vehicles</u>	

10.02. Each insurance policy of Landlord required by this Lease must contain the following clauses:

"This insurance cannot be canceled, limited in scope or coverage, or non-renewed until after 30-days' prior written notice has been given to:

City Clerk, City of San Antonio City Hall/2nd Floor P. O. Box 839966 San Antonio, Texas 78283-3966 Attention: Risk Manager	and	City of San Antonio, Leasing Division P.O. Box 839966 San Antonio, Texas 78283-3966
--	-----	---

Each insurance policy required by this Lease must contain the following clause to the extent available to Landlord:

"The Tenant and the City of San Antonio is added as an additional insured as respects operations and activities of, or on behalf of, the named insured performed under this Lease with the City of San Antonio This policy cannot be invalidated as to Tenant because of Landlord's breach of representation, warranty, declaration, or condition of this policy without 30 days prior written notice to Tenant."

Provide for an endorsement that the "other insurance" clause shall not apply to the CORPORATION where the CORPORATION is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the CORPORATION.

10.03 Within 10 days after the Commencement Date and promptly after Tenant's later request, Landlord must, at its own expense, deliver certificates to Tenant's Risk Manager and to the City Clerk, reflecting all required insurance coverage, together with copies of policies and endorsements. All endorsements and certificates must be signed by an authorized representative of the insurance company and must include the signatory's company affiliation and title. If requested by Tenant, Landlord must send Tenant documentation acceptable to Tenant that confirms that the individual signing the endorsements and certificates is authorized to do so by the insurance company. Tenant may request, but Landlord is not obligated to implement, changes in policy terms, conditions, limitations, or exclusions (except where established by law). Any increase in premiums as a result of any changes approved by Landlord and Tenant to such insurance coverages shall become a part of the Insurance Premiums charge and shall be reimbursed by Tenant pursuant to this Lease.

11. Release of Claims/Subrogation.

**The insurance requirements of this Lease are a bargained-for allocation of risk of loss. Landlord and Tenant each release the other from claims arising from injury or loss to either of them or to third parties to which they are liable, if the injury or loss is covered by insurance the waiving party is required by this Lease to maintain, whether or not the party actually has the insurance ("Covered Claims"). This release is additional to and does not limit any other release contained in this lease. Landlord and Tenant, to the maximum extent allowable without causing cancellation of a required policy, will require their insurers to waive subrogation against each other for Covered Claims.**

12. Casualty/Total or Partial Destruction.

12.01. If the Premises are damaged by casualty and can be restored within 90 days, Landlord will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and all leasehold improvements within the Premises, including interior partitions, ceilings, wiring, light fixtures, and plumbing. Restoration must be to substantially the same condition existing before the casualty. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within 90 days from the loss, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

12.02. If the Premises cannot be restored within 90 days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within 10 days. If Tenant does not terminate this lease, the lease will continue, and Landlord will restore the Premises as provided above.

12.03. During the period before Landlord completes restoration, the Rent will be adjusted as may be fair and reasonable.

12.04. As with the insurance requirements, the rebuilding obligations of this paragraph are a bargained-for allocation of risk.

13. Condemnation/Substantial or Partial Taking.

13.01. If the Premises or any portion of them are taken by eminent domain, or sale in lieu of eminent domain, by any entity other than Tenant, the Lease automatically terminates as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first.

13.02. If entire Premises are not taken, the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

13.03. Tenant has no claim to the condemnation award or proceeds in lieu of condemnation.

14. Holdover.

14.01. If the Lease has not been earlier terminated according to its terms and Tenant is current on rent, both after the Initial Term and after any renewals provided for in this instrument, Tenant may hold-over for up to six additional months on a month-to-month basis. Tenant need not give advance notice of intent to exercise this hold-over right, and it need not hold over all of the allowable six months. The rent during a hold over is the same as the rent for the term being held over, and all other terms of this Lease apply.

14.02. If prior notice is required to initiate a renewal under this Lease, the required notice period may include time in the hold-over period. If the required notice of renewal is less than the hold-over period, Tenant may deliver notice in the hold-over period.

14.03. Whenever this Lease refers to its term, events to occur during the term, or rights and obligations of Landlord and Tenant during the term, a hold-over period is considered a part of the term.

## 15. Default.

15.01. *Default by Landlord/Events.* Defaults by Landlord are (i) failing to comply with any provision of this lease within 30 days after written notice; (ii) failing to provide Essential Services to Tenant within 10 days after written notice and; (iii) failure to timely pay for utility services the payment of which is allocated to Landlord under this Lease; and (iv) failure to pay property taxes before assessment of interest or penalty.

15.02. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within 30 days after default, terminate this lease. Further, if a utility service the payment of which is allocated to Landlord is in imminent threat of being terminated, Tenant may, without prior notice to Landlord, pay some or all the charges and deduct the entire amount paid against the next occurring Rent payment.

15.03. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

15.04. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, Tenant to reimburse Landlord for reasonable reletting expenditures; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages.

15.05. *Waiver of Liens.* As required by Article XI, § 9 of the Texas Constitution, Landlord waives all common law and statutory liens in the property of Tenant, including the lien that might otherwise arise under § 54.021 of the Texas Property Code.

## 16. Environmental.

16.01. "Environmental Laws" means applicable federal, state, and local laws relating to protection of the public health, welfare, and the environment, including without limitation, those laws relating to the storage, handling, and use of chemicals and other hazardous substances, those relating to the generation, processing, treatment, storage, transport, disposal, or other management of waste materials of any kind, and those relating to the protection of environmentally sensitive areas.

16.02. "Hazardous Material" means "hazardous substance," "pollution or contaminant," "petroleum," and "natural gas liquids," as those terms are defined by or used in Environmental Laws, or that are regulated because of their effect or potential effect on human health and the environment.

16.03. "Release" means depositing, spilling, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing.

16.04. Landlord represents that the Premises and the property of which the Premises are a part, if applicable, comply with all applicable Environmental Laws. Landlord must cause its employees, agents, contractors, tenants, and other persons occupying or present on or about the property on which the Premises are located (other than the Premises) (collectively, "Occupants") to comply with all applicable Environmental Laws.

16.05. Landlord represents and warrants that there has been no Release and there is no threat of Release of any Hazardous Materials on, onto, or from the Premises and that the Premises has not contained and does not contain any asbestos, underground or aboveground storage tanks, or "PCBs" or "PCB items," as defined in 40 CFR § 761.3.

16.06. Tenant must not allow the Release of any Hazardous Material from its use of the Premises on, onto, or from the Property. Tenant further must not to handle, use, or otherwise manage any Hazardous Material on the Premises or the Property in violation of any Environmental Laws or in any but a reasonable and prudent manner.

16.07. Landlord represents and warrants that, (i) with regard to activities and conditions on the Property Landlord has not given, nor was it required to give, and Landlord has not received, any notice that: (a) the Property violates any Environmental Law; (b) there has been a Release, or threat of Release, of Hazardous Materials from the Property; (c) the Landlord may be or is liable, in whole or in part, for costs of cleaning up, remediating, removing, or responding to a Hazardous Materials release; or (d) the Property is subject to a lien under any Environmental Laws; and (ii) no conditions currently exist, or are reasonably foreseeable, that would give rise to such a notice. In case of receipt of such notice, Landlord must immediately provide Tenant a copy.

16.08. Before the Occupancy Commencement Date, Landlord must permit Tenant and its, representatives and contractors to enter upon the Premises at reasonable times and in a reasonable manner to investigate environmental matters. Tenant may perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and any other tests, as the Tenant, in its sole discretion, determines are necessary to identify environmental concerns. The investigation is at Tenant's sole cost. Tenant must minimize the intrusion upon and inconvenience to Landlord and the ongoing operations at the Premises. If Tenant performs any tests that disturb the Property, Tenant must restore the Property. Tenant is responsible for damages arising from its testing on the Property and for the proper disposal of any wastes generated by its testing.

16.09. Landlord must indemnify Tenant and its officials, employees, and contractors from loss, cost, liability, or expense (including, but not limited to, attorneys' fees and expenses, including all attorney's fees and expenses incurred by Tenant in enforcing this indemnity) arising from or relating to breach of Landlord's environmental representations, warranties, and covenants.

#### 17. Dispute Resolution.

17.01. Before bringing any action arising out of this agreement, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

17.02. Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

17.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

17.04. The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

17.05. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

17.06. Mediator fees must be borne equally.

17.07. The parties need not mediate before going to court (i) for either party to seek emergency injunctive relief or (ii) for Landlord to seek forcible entry and detainer relief against Tenant.

#### 18. Appropriations.

**All obligations of the San Antonio Early Childhood Education Municipal Development Corporation, and the City of San Antonio, are funded subject to the collection of assigned sales tax and at the discretion of City Council whether to appropriate funding. If the City Council or such agency fails to appropriate money for any obligation under this agreement, the San Antonio Early Childhood Education Municipal Development Corporation may terminate this agreement and have no further liability.**

#### 19. Prohibited Interests in Contracts.

19.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City. The San Antonio Early Childhood Education Municipal Development Corporation has adopted this same prohibition. As such, an officer or employee has a "prohibited financial interest" in a contract with the City, or Corporation, or in the sale to the City, or Corporation, of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (i) a City or Corporation officer or employee;
- (ii) his or her parent, child or spouse;

- (iii) a business entity in which the officer or employee, or his or her parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City or Corporation contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

19.02. Landlord warrants and certifies as follows:

- (i) Landlord and its officers, employees and agents are neither officers nor employees of the City or Corporation.
- (ii) Landlord has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code and the Corporation's bylaws.

19.03. The City and Corporation confirm that Landlord has disclosed its ownership structure to the City and Corporation and based on this disclosure the City and Corporation are not aware of a violation of the City's Ethics Code or Corporation's bylaws by entering into this Agreement with Landlord.

19.04. Landlord and Tenant acknowledge that their respective reliance on the above warranties and certifications is reasonable.

## 20. Miscellaneous.

20.01. *Applicable Law.* This Agreement is entered into in San Antonio, Bexar County, State of Texas. **Its Construction And The Rights, Remedies, And Obligations Arising Under It Are Governed by The Laws of The State Of Texas.** But the Texas conflicts of law rules must not be used to apply the laws of a jurisdiction other than Texas. Both parties' obligations under this agreement are performable in San Antonio, Bexar County, Texas, and venue for any action arising under this agreement is only in Bexar County, Texas.

20.02. *Severability.* If any part of this agreement is found invalid or unenforceable, the finding does not affect the remainder.

20.03. *Successors.* This Agreement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

20.04. *Integration.* **This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

20.05. *Modification.* This Agreement may be changed only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to that restriction, any of this Agreement's terms may be modified by the party entitled to their benefit, but no modification, express or implied, affects the right of the modifying party either (i) to apply any other term or condition or (ii) to apply the same term or condition to a later or earlier occasion.

20.06. *Third Party Beneficiaries.* This Agreement benefits the parties and their successors and permitted assigns only. It has no third party beneficiaries.

20.07. *Notices.* Notices must be in writing and by certified mail, return receipt requested, or by independent delivery service addressed to the parties at their respective addresses set forth at the beginning. If sent by certified mail, notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. If sent other than by certified mail, notice is complete on the date shown on the receipt. Address for notice may be changed by giving notice.

20.08. *Captions.* Paragraph captions are for ease of reference only and do not affect the interpretation.

20.09. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of their number, counterparts constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

20.10. *Further Assurances.* The parties must execute and deliver such additional documents and instruments as may be necessary to effect fully the provisions hereof. But no such additional documents can alter the rights or obligations of the parties stated in this agreement.

20.11. *Conflicts Between Numbers Stated Two Ways.* Whenever there is a conflict between numbers stated more than one way, either by using both words and numerals or by stating a fixed amount and a calculation, the highest number controls.

20.12. *Quiet Enjoyment.* As long as Tenant pays the rent and other charges under this lease and observes the covenants and terms of this lease, Tenant will lawfully and quietly hold, occupy, and enjoy the Premises during the lease term without being disturbed by Landlord or any person claiming under Landlord, except for any portion of the Premises that is taken under the power of eminent domain.

20.13. *Incorporation of Exhibits.* All exhibits to this Lease are incorporated into it for all purposes as if fully set forth.

20.14 *No Joint Venture.* Nothing contained herein shall be deemed or construed by the parties hereto, nor any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

21. Public Information.

Landlord acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

**In Witness Whereof**, the parties have caused their representatives to set their hands.

<b>Tenant</b>	<b>Landlord</b>
<b>San Antonio Early Childhood Education Municipal Development Corporation, a Texas nonprofit corporation</b>	??????????????????
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



**Occupancy Commencement Memorandum**

---

**Landlord:**

**Tenant:**

**Lease:**

**Authorizing Ordinance:**

*Predicate Facts:*

Landlord and Tenant are parties to the Lease, which was authorized by the Authorizing Ordinance.

The Lease Term is to begin at the sooner to occur of (a) ??? date??? or (b) completion of certain work provided for in the Lease.

For their mutual benefit, the parties now wish to memorialize the actual Occupancy Commencement date of the Lease's Term.

*Rights and Obligations:*

Now Therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**1. Defined Terms.**

All terms used in this memorandum and not otherwise defined herein but defined in the Lease have the meanings ascribed to them in that instrument.

**2. Occupancy Commencement.**

Tenant's right of occupancy commences ??????.

**3. No Default.**

As a part of the inducement to Landlord to execute and deliver this consent, Assignor represents to Landlord and Assignee that:

- a. The Lease is in full force and effect according to its terms.
- b. Neither party is in default under the Lease.
- c. Neither party has any offset or claim against the other that would reduce or impair its obligations under the Lease.

**4. Conflict of Terms.**

This instrument controls over anything to the contrary in the Lease.

**In Witness Whereof**, the parties have caused their representatives to set their hands.

**San Antonio Early Childhood  
Education Municipal Development  
Corporation**, a Texas nonprofit  
corporation

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

XXXXXXXXXXXX

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Exhibit C: Work Letter

This Work Letter supplements the Lease (the "Lease") dated, \_\_\_\_\_, 2013, executed concurrently herewith, by and between \_\_\_\_\_ ("Landlord") as Landlord and the San Antonio Early Childhood Education Municipal Development Corporation ("Tenant" or "Corporation") as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Lease.

The parties hereby agree as follows:

1. Basic Work Letter Information. The following terms as used herein shall have the meanings provided in this Section.

Tenant Improvement Allowance	\$2,415,700.00 (i.e. \$50 per rentable square foot)
Additional Tenant Improvement Allowance	\$1,735,000.00
Additional Tenant Improvement Amortization Rate	Paid in a lump sum within 45 days of the later of (i) Commencement Date or date of receipt of invoice.
Maximum Change Order Allowance	\$200,000.00
Change Order Payment	Paid in a lump sum within 45 days of the later of (i) Commencement Date or date of receipt of invoice.
Rent Reduction per \$1,000 of TI not expended	\$0
City's Construction Representative	To be Determined
Landlord's Construction Representative	
City's Address for Work Letter Notice	See Section X of the Lease
Landlord's Address for Work Letter Notice	See Section X of the Lease
Attachments to Work Letter	Attachment A: Base Building Improvements Attachment B: Tenant Improvements

**2. Building Improvements and Other Work to be Completed at Landlord's Expense.**

Landlord represents that all of the work outlined in this Section 2 has been completed (Landlord's Work) within X days of the date this Lease is fully executed and delivered to Landlord (Lease Execution Date) and in the event Landlord's Work is not completed at the time of Lease Execution Date, then Landlord shall notify Tenant of its failure to complete and shall provide a corrective action plan detailing steps to be taken by Landlord to timely complete the Base Building Improvements.

Landlord's Work shall include:

- 2.1 Base Building Improvements. Landlord has constructed or shall construct within the Premises at its sole cost and expense the base building improvements described on Attachment A hereto (the "Base Building Improvements").
- 2.2 Any work that Landlord must undertake to cause the Premises to comply with the access requirements of ADA or make the existing building systems serving the Premises including, but not limited to, electrical service and HVAC equipment, fully operational shall be at Landlord's sole cost and expense. The costs calculated against the Tenant Improvement Allowance shall not include any costs associated with (i) asbestos abatement or compliance with the Environmental provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes"; (ii) fire sprinkler system installation or upgrade (as further detailed in Exhibit A); (iii) if Landlord elects to replace any of the existing HVAC units, the new units shall not utilize CFC refrigerants that are harmful to the atmosphere; (iv) utility costs incurred during construction; (v) costs incurred in order to cause the Premises to comply with any mechanical or electrical requirements set forth in the Lease; or (vi) supervision or overhead of Landlord related thereto including any costs incurred by Landlord to hire a third party to manage the construction of the Tenant Improvements.
- 2.3 Any work that Landlord must undertake to increase permitted structural floor loading in order to accommodate Tenant's libraries, file rooms, unusual live loads and other such uses, up to 100 lbs per sq. ft on the first floor and 50 lbs per sq. ft. on the upper floors, if any.

- 2.4 Landlord shall be solely responsible for the delivering to the designated Architect "as built" plans for the Building. In the event the Architect charges additional fees for development or verification of the "as built" plans, such fees shall be borne solely by the Landlord and shall not be charged against the Tenant Improvement Allowance.

### **3. Building Improvements to be Completed by Landlord and Considered Tenant Improvements**

The term Tenant Improvements shall mean all improvements identified in Exhibit B attached hereto including all construction required to complete the project except that work that is specifically identified as Landlord's Work above.

If any Tenant money is used for any work under this Work Letter, pursuant to Chapter 2258 of the Texas Government Code and City of San Antonio Ordinance No. 71312, March 29, 1990, contractor and subcontractors doing work must pay prevailing wages to their laborers, workers, and mechanics, if any. "Prevailing Wages" are as defined by the United States Department of Labor for the purpose of the Davis-Bacon Act. Contractors and subcontractors must obtain from the City of San Antonio Capital Improvements Management Services Department, Wage and Hour Office, Municipal Plaza Building, located at 114 W. Commerce, all materials necessary to assure compliance.

### **4. Project Tasks to be Completed Prior to the Lease Execution Date**

- 4.1 Selection of Architect and Engineer.  
As of the Lease Execution Date Landlord shall complete the selection of a qualified licensed architect (Architect) and qualified licensed engineer (Engineer) to complete the Tenant Improvements. The Architect and the Engineer shall be selected by Landlord subject to Tenant's consent, which consent shall not be unreasonably withheld, and which consent (or refusal to consent for reasonable reasons) be granted within three business after Landlord has submitted the name of the Architect and the Engineer to Tenant together with detailed proposals outlining design/engineering to complete the Tenant Improvements. This procedure shall be repeated until the Architect and the Engineer is/are finally approved by Tenant and written consent has been delivered to and received by Landlord.
- 4.2 Preparation of Space Plan.  
Within 60 days of the Lease Execution Date Landlord shall submit to Tenant a space plan and specifications for the Premises showing all Tenant requested demising walls, corridors, entrances, exits, doors, interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, and the reception area, library, room (collectively the "Space Plan").
- 4.3 Preliminary Project Budget.  
Within 90 days of the Lease Execution Date Landlord shall submit to Tenant a preliminary budget (the "Preliminary Budget"). The Preliminary Budget will outline all costs that will be charged against the Tenant Improvement Allowance, including permit fees, Architectural and Engineering fees and any other costs that Landlord expects will be charged to the Tenant Improvement Allowance. The Preliminary Budget will also indicate any costs attributable to Landlord's Work so that Tenant has a clear understanding of the costs Landlord will incur at its sole expense to complete the project. Such budget shall be revised into final form as provided below.

### **5. Preparation of Plans and Specifications and Construction Schedule.**

- 5.1 Preparation and Approval of Working Drawings. Within ten days of the date Tenant approves the Space Plan, Landlord shall instruct the Architect to commence preparation of Working Drawings (the "Working Drawings"), which must be compatible with the design, construction and equipment of the Building, comply with all applicable laws, be capable of physical measurement and construction, contain all such information as may be required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and contain all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times. Landlord shall provide Tenant the Working Drawings, or such portion as has from time to time been submitted, for review. Landlord shall be solely responsible for insuring that the Working Drawings fully comply with all applicable building codes and are free from errors or omissions on the part of the Architect.
- 5.2 Preparation and Approval of Engineering Drawings. Landlord shall cause the Architect to coordinate all engineering drawings prepared by the Engineer, Showing complete mechanical, electrical, plumbing, and

HVAC plans ("Engineering Plans") to be integrated into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review.

- 5.3 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has approved the Engineering Drawings, Landlord shall cause the Architect to integrate the approved Working Drawings with the approved Engineering Drawings (collectively "Final Plans") and deliver five sets of the Final Plans to Tenant. The Final Plans shall be suitable for a) plan check review and permitting by local agencies having jurisdiction and, b) for the layout, improvement and finish of the Premises consistent with the design of the Space Plan and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor plans, power, telephone communications safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone sprinklers, doors, (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements.
- 5.4 Approval of Plans by Tenant. Approval by Tenant shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements.
- 5.5 Schedule. Within 30 days after the Lease Execution Date, Landlord shall submit to Tenant a detailed construction schedule, subject to approval by Tenant, which approval shall not be unreasonably withheld, setting forth the dates for specific completion including, but not limited to, completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of construction contract, construction commencement, construction completion, Projected Commencement Date and other similar dates. As the construction continues, Landlord shall amend the schedule from time to time to reflect any changes to the projected dates.

#### **6. Selection of Contractor.**

The Final Plans, as defined in Section 5.3 above, shall be submitted to contactors, selected by Landlord and approved by Tenant, sufficient in number so that a minimum of three bids are received. Each approved contractor shall be requested to submit a sealed fixed price contract bid price (on such contract form as Landlord shall designate) to construct the Tenant Improvements and Landlord's Work as designated on the Final Plans. Landlord and Tenant shall jointly open and review the bids. Landlord and Tenant, after adjustments for inconsistent assumptions and confirmation if which costs are included in the Tenant Improvement Allowance and which costs are considered Landlord's expense pursuant to Section 2 above, shall select the most qualified bidder offering the lowest price and such contractor ("Contractor") shall enter into a construction contract ("Construction Contract") with the Landlord consistent with the terms of the bid to construct the Tenant Improvements. Any construction contract for the Tenant Improvements may require the general contractor to retain subcontractors and materials consistent with SBEDA rules as adopted by the Corporation.

#### **7. Final Construction Budget and Payment of Tenant Construction Costs.**

- 7.1 Construction Budget. Within ten days of the date the Contractor is selected, Landlord shall submit a construction budget outlining all costs to complete the project and in a format similar to the Preliminary Construction Budget referred to herein as the "Final Construction Budget". Tenant shall have five days from the date of receipt of the Final Construction Budget to approve or disapprove the Final Construction Budget. In the event the cost detailed in the Final Construction Budget is 10% higher than the cost detailed in the Preliminary Construction Budget, then the Final Construction Budget shall be automatically rejected and Landlord at its sole cost and expense shall cause the Architect and Engineer to alter the Final Plans in a manner acceptable to Tenant and that will adhere to a scope that is within the Tenant Improvement Allowance. In lieu of re-bidding the project, at Tenant's option, any allowance available such as the Additional Tenant Improvement Allowance and such Change Order authorization as provided in this Work Letter may be used to finance the cost of Tenant Improvements so that the project can be completed within the allotted Tenant Improvement Allowances as provided below.

Landlord shall review the Space Plan, Working Drawings, Engineering Drawings and Final Plans at its sole cost and expense. No fee for profit, overhead or general conditions in connection with the construction of the Tenant Improvements shall be included in the Final Construction Budget.

- 7.2 Additional Tenant Improvement Allowance. At Tenant's election, the Additional Tenant Improvement Allowance can be used to fund any deficiency between the Tenant Improvement Allowance and the cost to construct the Tenant Improvements. Furthermore, Tenant may use the Additional Tenant Improvement Allowance to finance the purchase of modular furniture, equipment to be used in the premises and other

costs associated with Tenant's relocation into the Premises, not to exceed, in the aggregate, the sum of the Base Tenant Improvement Allowance, the Additional Tenant Improvement Allowance and costs of Change Orders, as defined below (collectively, the "Tenant Improvements Allowances"). Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements except for delays or costs arising from the Tenant Delays or force majeure as defined below. The Additional Tenant Improvement Allowance shall be paid to Landlord as provided herein.

7.3 Method of Payment.

- 7.3.1 Tenant Improvement Allowance - The monthly rent specified in the Lease includes the amortization of the entire Tenant Improvement Allowance. In the event the cost to complete the Tenant Improvements is less than the Tenant Improvement Allowance, Landlord shall reduce the monthly rent proportionately based on the Rent Reduction formula provided in Section 1 herein. Additionally, at any time during the Initial Term Tenant may elect to buy down in its entirety or a portion thereof of the monthly rent attributable to the amortization of the Tenant Improvement Allowance. In the event the Tenant elects to buy down this allowance then the unamortized balance remaining shall be determined based on months remaining in the Initial Term using a straight line amortization schedule at six percent. The rent will then be reduced proportionately to account for Tenant's proportionate buy down of the Tenant Improvement Allowance as paid to Landlord in a lump sum.
- 7.3.2 Additional Tenant Improvement Allowance - That portion of the Additional Tenant Improvement Allowance used to pay for the Tenant Improvement Costs will be paid to Landlord in a lump sum when the Tenant Improvements are Substantially Complete.
- 7.3.3 Tenant may be at any time during the Initial Term prepay Landlord in a lump sum for all or any portion of the Tenant Improvement Costs, amortizing any remaining amount in monthly payments over the term of the Lease at the higher of six percent.

8. Construction of Tenant Improvements.

- 8.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Exhibit B hereto. If any work required by the Final Plans is not described on Addendum B hereto the work shall be performed by Landlord at its own cost and expense and not included in the cost on Tenant Improvements.
- 8.2 Bids. Unless waived by Tenant in writing, any major contractors, subcontractors and materials providers providing labor and/or materials for the Tenant Improvements shall be selected only after at least three bids have been solicited from responsible and qualified persons. Landlord shall submit at least three fixed price bids for construction of the Tenant Improvements to Tenant for its review prior to the award of the construction contract. The bids shall be jointly opened and reviewed. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees.
- 8.3 Permits. Landlord shall secure the approval of governmental authorities, and all permits required by governmental authorities having jurisdiction over such approvals and permits for the Tenant Improvements, promptly after approval of the Final Plans.
- 8.4 Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within 15 days after issuance of all such necessary permits. Landlord shall commence and, once commenced, shall thereafter diligently proceed to construct and complete all Tenant Improvements, subject to any cessation that may be caused by Force Majeure or Tenant Delays.
- 8.5 Construction. Construction of the Tenant Improvements will be subject to the following terms and conditions:
  - 8.5.1 Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/all wall coverings, furniture, fixtures, carpeting and any or all other decorator selection efforts required by Tenant, shall be provided by Landlord at Landlord's expense, and accrued against Tenant Improvements, in accordance with Tenant's Space Plan. Landlord shall consult with the Tenant with respect to all such decorating services and decisions.

- 8.5.2 Clean-Up and Substandard Work. Landlord will be responsible for all clean-up with respect to the Tenant Improvements, whether in the Premises themselves or in other areas utilized by Landlord or its contractors, and agrees to reimburse Tenant for any and all expenses incurred by Tenant by reason of substandard performed by Landlord's contractor or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as result of inadequate clean-up.
- 8.5.3 Compliance with Laws. Construction of the Tenant Improvements shall comply with all applicable laws and regulations and shall be subject to the general inspection of Tenant. The Premises shall comply with all applicable city, county, state, and federal building codes, regulations and ordinances required for beneficial occupancy, including, but not limited to, all provisions of the Labor Code of the State of Texas. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of the improvements.
- 8.6 Conformed Plans. Within 60 days after Substantial Completion of the Tenant Improvements and receipt from the Contractor of all field changes, Landlord shall submit to Tenant a set of conformed plans ("as built") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of Such "as-or "record three and one-half 3W') 1.4Mb magnetic media diskettes in Auto CAD R 12.dwg (or later version) format or .DXF format, along with one complete set of mylar transparencies of drawings and one complete set of specifications.

#### 9. Change Orders.

Tenant and Landlord may make changes, additions, deletions or alterations in the Final Plans ("Change Order") provided both Tenant and Landlord approve such changes in writing. The amount of the Maximum Change Order Allowance set forth in Section 1 has been authorized by City's Construction Representative to be used to pay the costs of all authorized Change Orders but only if the aggregate amount of such approved Change Orders does not exceed the Maximum Change Order Allowance. Tenant may elect to pay for Change Orders by: (a) payment in a lump sum upon Substantial Completion of the Tenant Improvements, or (b) amortization of such costs over the initial Term of the Lease at the Change Order Amortization Rate payable in equal monthly installments over the initial term of the lease. Landlord shall submit to the Chief Executive Officer with each requested Change Order (i) the specific cost of the requested change (ii) the cumulative net total cost of all Change Orders previously approved, and (iii) an estimate of the construction time which will be increased or shortened if the Change Order is approved. Each Change Order must be signed and dated by the City's Construction Representative.

#### 10. Tenant Improvement Costs Adjustment and Right to Audit.

Within five days of the issuance of a Certificate of Occupancy, or a final sign-off by the Corporation and/or City of San Antonio, which ever occurs first, Landlord shall provide to Tenant a statement showing in reasonable detail all Tenant Improvement Costs and the total amount payable hereunder by Tenant to Landlord. Upon approval of the statement by Tenant, payments by either party pursuant to the Lease and this Work Letter shall be adjusted as appropriate, based upon such statement. Tenant shall have the right to audit these costs for a period of 24 months from the date of acceptance by Tenant of the Premises. In the event the audit shows that Tenant is entitled to a reduction in payments to the Landlord under this Work Letter, Tenant shall provide Landlord with a copy of the audit summary and Landlord, within 30 days, shall refund to Tenant the amount of any overpayment made by Tenant and all future payments shall be adjusted as appropriate based upon the audit results.

11. Exclusions. The Tenant Improvement Costs shall not include any costs incurred for asbestos abatement, the fire sprinkler system (as provided in Exhibit A), or if Landlord elects to replace air conditioning units, the cost, if any, to eliminate use of CFC refrigerants that are harmful to the atmosphere. All work for required asbestos abatement, for the fire sprinkler or for air conditioning units that do use CFCs if the Landlord elects to replace the existing units, shall be performed at the sole cost and expense of the Landlord.

12. Telephone/Computer Room and Equipment. Landlord shall complete the telephone equipment room(s) including permanent power and HVAC, in compliance with the Space Plan and specifications provided by Tenant, at least 20 days prior to the Projected Commencement Date. During this 20 day period, the Landlord shall be solely responsible for any telephone/data equipment delivered to the site for programming prior to the Projected Commencement Date.

13. Delay

13.1. Tenant Delays and Force Majeure Delays. Except as set forth herein, no delay in the completion of construction of the Tenant Improvements shall be considered in the determination of the Commencement Date of the Lease and, except as set forth herein or in the Lease, under no circumstance shall Tenant be charged with any delay whatsoever as a result of delay in the construction of Tenant Improvements. Subject to the provisions of Section 13.2, the Projected Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (i) Tenant fails or refuses to give authorizations or approvals within the time periods required herein but only to the extent such delays delay the commencement or completion of construction of the Tenant Improvements (referred to herein as "Tenant Delay(s)"); or (ii) Substantial Completion of the Tenant Improvements is delayed by lightning, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage or other similar causes beyond the reasonable control of Landlord (referred to herein as "Force Majeure Delay(s)").

13.2. Limitations.

(a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless Landlord has provided written notice, within 5 days of the event giving rise to such claim, in compliance with the Lease, to Tenant specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred only commencing as of the date Tenant received such notice from Landlord.

(b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Projected Commencement Date only in the event that Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, which efforts Landlord shall be obligated to make (provided such additional cost incurred by Landlord does not exceed \$1,000 on a cumulative basis, unless Tenant agrees to pay to such excess).

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only to the extent the same not concurrent with any other Tenant Delay or Force Majeure Delay which is effective hereunder. For example, if there are ten days of Tenant Delays and four days of Force Majeure Delays which occur during the same ten day period of such Tenant Delays, then the Projected Commencement Date would be extended by only ten days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, the Projected Commencement Date will be extended by 14 days.

(d) Change Orders. Landlord may not claim that a Change Order requested by Tenant was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the Change Order authorization.

14. Tenant Remedies. If Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time, taking all factors into consideration, or if Tenant Improvements have not been completed within 90 days after the Projected Commencement Tenant may, at its option:

14.1. Cancel the Lease upon 30 days written notice to Landlord if Tenant fails or elects not to cure the default as provided in Paragraph 14 of the Lease (Landlord Default); or

14.2. Upon 30 days written notice to Landlord if Tenant fails or elects not to cure the default as provided in Paragraph 14 of the Lease (Landlord Default), assume the responsibility for providing the Tenant Improvements itself. If Tenant elects to provide Tenant Improvements itself, then:

(a). Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Premises and the Building at all reasonable times for the purpose constructing the Tenant Improvements and for any other purposes reasonably related thereto; and

(b). Rent shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for its administrative costs, and including interest at the rate of six percent (6%) (collectively, "Tenants Total Expense"). The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly payments over five years and deducted from the rent payable hereunder and under the Lease.

14.3. Any uncured default by Landlord under the terms of this Landlord's Work Letter shall constitute a default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

15. Representatives.

15.1. **Tenant Representative.** Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Landlord's Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this. Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Landlord's Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.

15.2. **Landlord Representative.** Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Landlord's Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Landlord's Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.

16. **Construction Meetings.** During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place which is mutually convenient. An initial construction meeting shall be held within five days of the date the Contractor is selected.

17. **Delivery.** Delivery of all plans and drawings referred to in this Work Letter shall be by commercial messenger service or personal hand delivery, unless otherwise agreed by Landlord and Tenant.

In Witness Whereof, the parties have caused their representatives to set their hands.

**Landlord**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Tenant**

San Antonio Early Childhood Education  
Municipal Development Corporation

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Approved:**

\_\_\_\_\_  
Attorney

Attachment A to Work Letter  
BASE BUILDING IMPROVEMENTS

Prior to commencement of any work that will be charged against the Tenant Improvement Allowance, Landlord has either constructed at Landlord's sole cost and expenses, or the Building already includes the following components or features:

A 48,314 square foot building shell on the selected site, complete with:

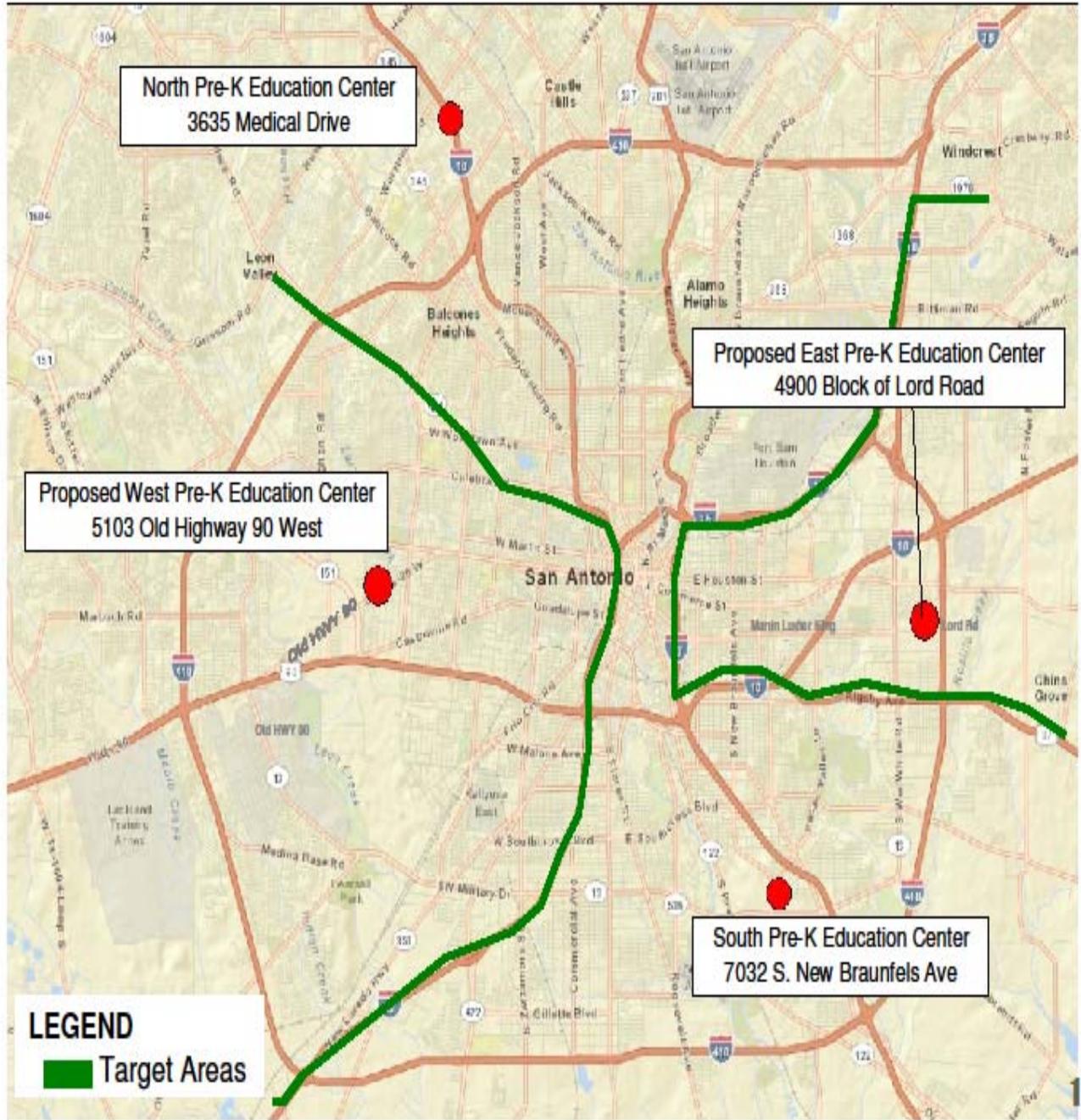
- all weather roof including curbs and penetrations for any roof mounted equipment;
- entry way with covered area for vehicular ingress and egress;
- site graded and improved with a 200 vehicle parking lot including required landscaping, exterior lighting, and fenced in dumpster enclosure located at least 50 feet from the building sufficient in size to accommodate the occupancy.
- All utilities buried underground and stubbed up to the building shell including, but not limited to:
  - Electrical service including an adequately sized on site transformer
  - Water service for a fire sprinkler system
  - Separately metered potable water service
  - Separately metered outside lawn sprinkler service
  - Conduit large enough to accommodate the voice/data entrance cable
  - Natural gas service if required by the proposed mechanical systems
  - A Site graded adjacent to the building of at least 14,250 square feet for the playground including a minimum 6' high privacy fence with at least two 36" wide entry gates with both entrances prepared with concrete ADA accessible approaches from the nearest building entrance..
  - Adequately sized sewer service to the building

Attachment B to Work Letter  
TENANT IMPROVEMENTS

The improvements to be constructed by Landlord and charged to the Tenant Improvement Allowance include the following, as well as all items set forth in the Final Construction Budget as approved:

- (a) Tenant ceilings and lighting;
- (b) Floor finish in the Premises;
- (c) Interior finishes of any kind within the Premises;
- (d) Interior partitions, doors and hardware within the Premises;
- (e) Air distribution devices to or within the Premises, suitable for Tenant's secondary distribution;
- (f) Distribution of electrical services, plumbing services, HVAC and sprinklers within the Premises and domestic hot water heater and associated hot water piping
- (g) Any and all signs for Tenant and the power to such sign devices;
- (h) Security, fire and life-safety systems within the Premises, including exit signs, intercoms and extinguishers;
- (i) Additional and/or above standard electrical capacity; and
- (j) Fiber optic access.

RFP ATTACHMENT G  
SITE SEARCH BOUNDARIES

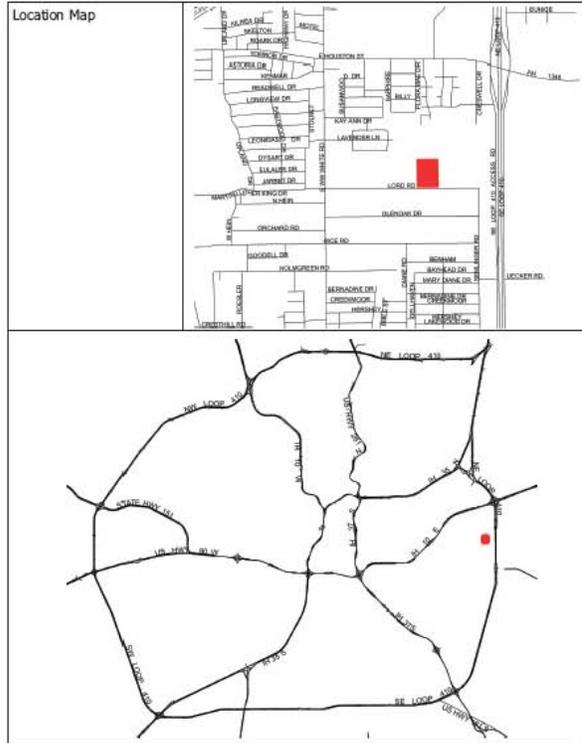


**Lord Road**  
**4900 Block of Lord Rd, 78220**



Site Acreage: 12.786  
 Site Amenities:

Zoning: Zonekey 123463  
 Zn3865: A  
 ZN3865OL: A  
 UDC Zoning: R5 - Residential Single-Family



## 4900 Blk of Lord Rd



### Lord at Loop 410

- Located in CD 2
- Land Size: + / - 12.7 acres
- Zoning: R-5 (Residential)
- Comments: SAISD-owned
- Adjacent to Copernicus Park, one of the busiest parks in the City
- 2007 Bond Savings project to connect Lord Rd to Loop 410 E underway
- Not platted (3 separate parcels)



# 5103 Old Highway 90 West



- 5103 Old HWY 90 (yellow)**
- Located in CD 6
  - Land Size: 4.0 acres 02 acres
  - Site already platted
  - Zone: I-1
  - Next to Wrenn Middle School
  - Abutting city-owned property
  - Located in EISD



**RFP ATTACHMENT H**

**An architectural program for the City of San Antonio  
Pre-K SA Early Childhood Centers, East and Westside Center**

**Posted as a separate document.**

**RFP ATTACHMENT I  
PROPOSAL CHECKLIST**

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Pricing Schedule RFP Attachment B	
Discretionary Contracts Disclosure form RFP Attachment C	
Litigation Disclosure RFP Attachment D	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	
*Signature Page RFP Attachment E	
Confirmation of acceptance of the proposed lease as shown on Attachment F, or a detailed write up of any changes that will be requested by Respondent	
Proposal Checklist RFP Attachment I	
One (1) Original, ten (10) copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.