

a) What are the known or approx expenses for:

- Annual Property taxes **District does not pay property taxes. However, tenants may be responsible for paying taxable Possessory Interest to the Santa Clara County Assessor's Office. Parties should contact Assessor's office directly for questions directly rated to local tax.**
- Landscape maintenance (gardener, etc.) **The district's landscape maintenance costs are inclusive of all CUSD properties. We do not have this information disseminated by school site.**
- Utilities (PG&E, SJ Water, Waste Management)... school is closed, but last known amounts when school was running (as approx is OK) **See Attachment A**
- Insurance (fire, structures, etc.) as a school (last known amount is OK) **District Insurance premium is not disseminated by school site.**
- Fire alarm service **District maintains a contract with Fire Alarm Monitoring service. The cost is inclusive of all district properties. Would need to get a breakdown for just Meyerholz.**

b) Are both parking lots included ? Since you have an existing school there, are the spots divided or shared ? **Parking on site would be shared depending on the number of tenants under lease contract. Tenants would have to share with existing district program located on site.**

c) Are Basketball courts area next to solar panels and other play areas with slides etc. included ? **Blacktop areas are included, with a sharing agreement if there are multiple tenants.**

d) Green field - soccer / baseball etc. - included or not ? **Per the RFP, interested parties in the turf areas should submit as part of their proposal. If not, the turf areas are not included in the building lease.**

if yes, what is the landscape expense there to maintain the grass (last known is OK) **The district's landscape maintenance costs are inclusive of all CUSD properties. We do not have this information disseminated by school site.**

e) Is a security guard required for overnight ? (last known when school was running. **No, the district does not have an overnight security guard.**

f) Noticed some of the appliances like stove etc. said they don't work and do not turn them on. So, assuming all appliances may need to be replaced. **The building is in AS IS condition. Personal use appliances are the responsibility of the tenant.**

g) Kitchen had rust marks all over the floor.. so is the lease for it as is ? or school will change the floor and clean it before a lease. **The building is in AS IS condition.**

h) Timeline says finalize by Oct 17, 2025. Is the anticipated lease start then from Oct 18th or the new school semester - say Jan 1st week, 2026 **The district wishes to have a final tenant agreement negotiated and settled by this date. The effective date shall be negotiated.**

- i) For use permit besides school, do we go to the City of San Jose -or- School District ? this is for example:
- offering fitness and yoga classes in evening
 - offering senior center community programs, for seniors to come during day and participate in indoor music, dance, cards, table tennis, and have lunch
 - offering banquet rentals on weekends... rent the auditorium for birthdays etc.
- City of San Jose Conditional Use Permit process

It seems that the district has excluded three building on the campus from the leased premises. We could not find any information about the use of the buildings in the RFP so we have several questions :

1. Would the district consider including the excluded buildings in the leased premises? **The excluded buildings are currently being occupied by the District Fee Based Preschool program (Cuperdoodle), and will be there until such time as those agreements expire.**
2. If not, can you please advise why the buildings are being excluded from the leased premises?
 - a. Will the district or a third party use the buildings? **Currently being occupied by the District Fee Based Preschool program (Cuperdoodle)**
 - b. What is/will be the exact use in those buildings? Is the use during school hours or just afterschool and on weekends? Can you provide exact times? **Currently being occupied by the District Fee Based Preschool program (Cuperdoodle). Program runs 7:30am-6pm M-F.**
 - c. Is the user of those buildings confined to the buildings or will/does the use also include the playground and parking lots? **They have their own playground area, but would share the parking lots.**
3. How long is the current arrangement set for the buildings? If the district is unable to make them available now, could a tenant obtain a first right to lease those spaces should they become available? **Should the program end or be relocated to another location, thus opening up these building spaces, the district would consider negotiating options with current tenant(s) a first right to lease those spaces should they become available.**

Nice seeing you on Friday. Our group has the following questions:

- Please provide the new solar system plan including additional infrastructure that seems to be in-process . **As was mentioned in RFP, a new 202 kW Solar Panel system is installed to offset electrical power demand charges from PG&E utility. The district also has installed a 150kw diesel emergency generator. The projected will be completed in the coming weeks. There are two EV Charging stations that are owned and operated by the district (thru ChargePoint)**
- Please confirm that the District owns the portables outright **Yes**
- Please provide the dates of the last HVAC system upgrades per building. **See Attachment B**

- Are there any open permits with the DSA? **Yes, Diesel Emergency Generator project**
- Please identify if the property has a current fire truck access route. **Yes**

Here is our list of questions:

- 1) Are you open to an outright purchase? **No**
- 2) Are you open to a lease to own? **No**
- 3) Are you open to a first right of purchase if you decide to sell the site? **No interest in selling the site.**
- 4) Some of the buildings' square footage is on the RFP, but some isn't. What are the buildings square footage of all of the buildings being offered for Lease? **See Attachment C**
- 5) What was the previous maximum student occupancy when the school was in session? **14-15 = 773, 15-16 = 776, 16-17 = 773, 17-18 = 764, 18-19 = 771, 19-20 = 754, and 21-22 = 699**
- 6) The RFP references additional rent amounts for the field use, but the Form Lease is written to include the field use during the school day and doesn't reference additional rent. If we want to use the fields during the school day, do we just propose rent for the buildings and fields as one amount? **If you want to use the fields during the day, include in the proposal for both buildings and field.**
- 7) Who is responsible for maintaining, watering, etc. the fields? Are the fields owned by CUSD or the city of San Jose? What was the annual cost when the grass field was being maintained for watering, mowing, etc.? **The fields are owned and operated by CUSD. The District currently allows programming on the fields to the community. If the tenant wishes to have exclusive use of the fields, please include that in the proposal. The district's landscape maintenance costs are inclusive of all CUSD properties. We do not have this information disseminated by school site.**
- 8) Is the initial term set at 5 years (as per the reference in the Form Lease to the Year 1 to Year 5 rent amounts in Section 5.B.2) or up to us to propose? **The district will entertain length of term proposals. District may initially be looking for an initial 8 year term and then extension options.**
- 9) Is the timing of the District's Early Termination right in Section 10.A of the Form Lease to be negotiated later or something you want us to propose? **To be negotiated.**
- 10) Anything more you can elaborate on what the District is trying to accomplish with an Early Termination right (e.g. if we propose a long lease period the District wants a point at which it can early terminate or is there some other reason for an Early Termination right)? **The district's interest is to have language to terminate should the district foresee a need to reopen this school by giving advance notification.**
- 11) Are each of the Options for 4 years per Sections 11.A and 11.B of the Form Lease or 5 years as referenced in Sections 11.D.1 and 11.D.2 of the Form Lease? **Section 11.D.1 and 11.D.2 on the Form Lease should reflect 4 years, not 5 years.**

- 12) Any reason to believe the school neighbors are against or not looking forward to the school being fully used again as a school? **Unknown. Neighborhood was upset when the school was closed.**
- 13) What parking spaces are included in the Lease? **All parking on site will be shared with other tenants and with District Fee Based Preschool program**
- 14) Is all of the electricity from the solar panels included as part of the Lease? Is there a battery back up system? What happens to excess capacity? Since the panels are new is there a maintenance contract on the panels? Does CUSD maintain them? **The electricity from the solar panels would be included as part of the lease. District has financed the solar panels, and the financing cost would be billed back to the tenants along with any PG&E utility expense. The solar system is sized to cover approximately 80% of the site's electricity demand. There shouldn't be any excess capacity after the true up with PG&E. There is no battery back up system. The panels are under a maintenance contract with Opterra Energy Solutions. Yes, they will be maintain by CUSD.**
- 15) Can the utilities of the buildings not included as part of the Lease be metered separately? If not, how do you propose to determine what portion of the utilities expense those tenants should cover? **For multi-tenants scenario, the utilities will be pro-rated based on the lease area for each tenant**
- 16) What were the annual utility costs of separate categories of water, garbage, electricity, etc. while the school was open for instruction? **See Attachment A**
- 17) Will the construction, etc. equipment in the fields be removed and cleaned up before lease commencement? [OR: maybe this becomes a series of questions, such as: What is the construction project currently underway in the fields? When is it expected to be completed? Who will be responsible for site clean up at the end of the construction period?] **The construction site in the field is being used temporarily for the District's Solar Installation project that is scheduled to be completed in the fall. The area will be restored back after this project has completely wrapped up. No specific date has been determined as of yet.**
- 18) What is meant by reserves? Short-term, medium and long-term? **Unknown reference**
- 19) How long are you planning to run the Preschool from this site? **No termination date is set at this time.**
- 20) Who will pay the cost to completely fence off the CuperDoodle site from the rest of the site? At the moment, we believe the two buildings marked "K" closest to the office are fenced off, along with an existing play area, but the two marked "K" and "AS" closer to the large field are not. **Completely fencing off the Cuperdoodle area will be explored by the district. The district will maintain that responsibility.**
- 21) Are there any maintenance contracts that we would be required to assume? If so, please provide details. **Fire Alarm monitoring service.**

22) Are there any maintenance providers that we would be required to use? If so, please provide details. **Fire Alarm monitoring service**

23) Plumbing Maintenance - what kind of plumbing maintenance was performed while the school was closed? **Upgrades to Cuperdoodle bathroom areas in K1 and K2**

24) HVAC Maintenance - **See Attachment B**

- When was the most recent HVAC servicing? **CUSD maintenance is currently working on a few units.**
- Were all necessary repairs (e.g., belts, other components) completed at that time? **CUSD maintenance is currently working on a few units.**
- When were the filters last replaced? **CUSD is currently doing PM work. The latest filter replacement will be as of this month (July 2025)**
- Will the district be responsible for future filter replacements? **Will be the tenant's responsibility.**
- If any HVAC issues arise after move-in, will you be able to coordinate with the district for repairs **Refer to lease language in Section 6.E**

25) How many interested groups do you have currently? **We had over 10 groups show interest at the site inspection. The total number of interests is unknown.**

Also Attachment D is the roofing assessment information and Attachment E is the information on the recent LED lighting upgrade. The building is 100% LED lighting.