



ADRIENNE J. TISSIER, CHAIR  
Chair of MTC and BATA

March 9, 2012

AMY REIN WORTH, VICE CHAIR  
Vice Chair of MTC and BATA

## REQUEST FOR QUALIFICATIONS (RFQ)

TOM BATES  
Vice Chair,  
BATA Oversight Committee

### for the REGIONAL AGENCY HEADQUARTERS FACILITY

BATA Oversight Committee

### at 390 MAIN STREET, SAN FRANCISCO:

DAVE CORTESE  
Chair,  
MTC Administration Committee

### LEASING AGENT and PROPERTY MANAGEMENT SERVICES

MTC Administration Committee

Dear Consultant:

BILL DODD  
Chair,  
BATA Oversight Committee

BATA Oversight Committee

SCOTT WIENER  
Vice Chair,  
MTC Administration Committee

MTC Administration Committee

The Bay Area Headquarters Authority (BAHA) invites your firm to submit a Statement of Qualifications (SOQ) for Leasing Agent and Property Management Services at BAHA's Regional Agency Headquarters Facility (BAHA Facility) located at 390 Main Street, San Francisco.

STEVE HEMINGER  
Executive Director

This document together with its enclosures comprises the Request for Qualifications (RFQ) for this project. You may download a copy of the RFQ and additional available reference material from the Metropolitan Transportation Commission's (MTC's) website at <http://procurements.mtc.ca.gov/>. Responses should be submitted in accordance with the instructions set forth in this RFQ.

ANN FLEMER  
Deputy Executive Director, Policy

ANDREW B. FREMIER  
Deputy Executive Director, Operations

### **SOQ Due Date**

Interested firms must submit an original and six (6) copies, as well as one electronic PDF version, of their SOQ by **2:00 p.m., Monday, March 26, 2012**. *SOQs received after that date and time will not be considered.* SOQs shall be considered firm offers to provide the services described for a period of ninety (90) days from the due date.

### **BAHA Point of Contact**

Teri Green will be BAHA's Project Manager and point of contact for this contract. SOQs and all inquiries relating to this RFQ shall be submitted to Teri Green at the address shown below. For telephone inquiries, call (510) 817-5750. E-mail inquiries may be directed to [tgreen@mtc.ca.gov](mailto:tgreen@mtc.ca.gov).

Teri Green  
Bay Area Headquarters Authority  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700

Thank you for your participation.

Sincerely,



Steve Heminger  
Executive Director, BAHA

SH : TG

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## I. BACKGROUND AND EXISTING CONDITION

### *A. Background*

The Metropolitan Transportation Commission (MTC) was created by the state Legislature in 1970 (California Government Code § 66500 *et seq.*) to serve as the transportation planning, coordinating and financing agency for the nine-county San Francisco Bay Area. MTC's 19 commissioners also operate as the Bay Area Toll Authority (BATA).

BATA was created by the California Legislature in 1997 to administer the base \$1 auto toll on the San Francisco Bay Area's seven state-owned toll bridges. In August 2005, the California Legislature expanded BATA's responsibilities to include administration of all toll revenue and joint oversight of the toll bridge construction program with Caltrans and the California Transportation Commission. Caltrans owns and operates the state-owned bridges. Day-to-day staffing for BATA is provided by the Bridge and Highway Operations department of MTC.

The Bay Area Air Quality Management District (Air District) was created by the California Legislature in 1955 as the first regional air pollution control agency in the country. The Air District is the public agency entrusted with regulating stationary sources of air pollution in the nine-county Bay Area.

Sharing a common goal and taking a regional approach, the agencies commenced development of a joint regional agency facility strategy with the following objectives:

- Provide for greater building efficiencies;
- Lessen environmental impact through energy efficiency and sustainability;
- Reduce costs through interagency sharing of resources; and
- Improve interagency cooperation and initiatives through co-location.

This strategy would also allow each agency to potentially achieve operational efficiencies through the sharing of resources and equipment (mail rooms, general services, shipping/receiving, telephone equipment, etc), and common space (board rooms and public meeting facilities, library, training center) and co-locating similar agency functions.

The Bay Area Headquarters Authority (BAHA) was created as a Joint Powers Authority (JPA) between BATA and MTC to purchase and develop 390 Main Street, San Francisco for the Regional Agency Headquarters Facility. BAHA purchased the building in October 2011 and intends to renovate and retrofit the building. MTC, BATA, and the Air District intend to relocate to the building in the Fall of 2013. The co-location of the regional agencies encourages further integration of regional planning efforts currently under the umbrella of One Bay Area. Other regional agencies have indicated interest in relocating into the building as tenants. The San Francisco Bay Conservation and Development Commission (BCDC), a state agency, has expressed interest in leasing space in and relocating to the Regional Agency Headquarters Building.

MTC expects to relocate its staff from the Joseph P. Bort MetroCenter building located at 101-8<sup>th</sup> Street, Oakland CA in Fall 2013 to the new Regional Agency Headquarters. The MetroCenter building is a 106,000 SF condominium building that is co-owned by MTC, the Bay Area Rapid Transit District (BART) and the Association of Bay Area Governments (ABAG). MTC offices are located on the 2<sup>nd</sup> and 3<sup>rd</sup> floors of the building with an inter-connecting stairwell between the two floors. MTC plans to maintain its 53% ownership interest in the MetroCenter. BART and ABAG have first right of refusal on the disposition of the MTC space. MTC will likely pursue leasing their space should BART or ABAG decline to exercise their option.

### ***B. Existing Condition***

The 390 Main Street property sits on the southeast half of the lot bounded by Main, Harrison, Beale, and Folsom Streets. The parking lot to the northwest of the property is a separate parcel. The 390 Main property line extends 41 feet from its southwest face.

This project will make ready 390 Main Street for use as the new Regional Agency Headquarters Facility for MTC, BATA, the Air District, and other local government agencies. BAHA plans to lease surplus space to other public agencies or private entities.

Perkins + Will, the architect and engineer firm, will design approximately 240,000 square feet of agency space to be occupied by BATA, MTC, the Air District, and other public agencies to a move-in ready state. The primary use will be office space and also include:

- 10,000 square feet of public meeting space to be used for the agencies' governing boards and other public meetings;
- 10,000 square feet of specialized space for the Air District that will include a laboratory, a source test section, a quality assurance section, and a clean room.

Perkins + Will will incorporate features promoting interagency collaboration (such as shared resources) and healthy building atmosphere (such as day-lighting and enhanced acoustical performance). Building amenities include, but are not limited to, a cafeteria, public art and a technical resource library. The remaining space, which will be leased to other tenants, will be designed to a warm shell condition.

The property is currently under contract with a firm that provides property management services. BAHA expects to transition the Leasing Agent/ Property Manager selected under this RFQ by June 30, 2012.

## **II. PROPOSER MINIMUM QUALIFICATIONS AND REQUIREMENTS**

Firms must meet the following Minimum Qualifications and Requirements:

- At least ten (10) years experience acting as an owner's representative relating to building development, marketing, leasing and property management with emphasis in the San Francisco Bay Area;

- Annual revenue of at least \$100 million over the past two (2) years;
- At least 3.5 million square feet of office space currently under active property management by the Proposer;
- Experience as an equity owner in commercial office property of 350,000 square feet or larger;
- Experience developing property for lease and occupancy to mixed-use tenants such as government agencies (local/state/federal) and private entities;
- Proposed team capable of meeting Tasks 1, 2, and 3 as outlined in *Appendix A, Preliminary Scope of Work*;
- A Principal office located in the nine-county San Francisco Bay Area; and
- Experience as a full service licensed real estate broker in the State of California.

### **III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET**

#### ***A. Scope of Work***

The preliminary scope of work for the project is provided in *Appendix A, Preliminary Scope of Work*. The selected Consultant will be expected to perform all work and analysis necessary to complete the scope of work.

#### ***B. Period of Performance***

BAHA expects the construction work on the building to commence on or about July 1, 2012, and to have construction completed, including project closeout, within two (2) years. As part of the property development process, BAHA expects to retain property management services by June 30, 2012. The initial contract will have a five (5) year term. At BAHA's sole option, the contract may be extended for two additional five (5) year terms.

#### ***C. Project Budget***

BAHA has not established a formal budget for this project. Fees will be based on the SOQ and final scope of services.

#### **IV. PROPOSERS' CONFERENCE AND SITE TOUR, REQUESTS FOR CLARIFICATION OR EXCEPTIONS, AND ADDENDA**

A proposers' conference and site tour will be held to review the RFQ and the project scope at 11:00 a.m., on Friday, March 16, 2012. The conference will be held at 390 Main Street. **Please arrive by the start time listed.** Attendance at the conference and site tour is not mandatory for proposers.

Any requests for clarification, or questions regarding RFQ requirements, or requests for exceptions to or modifications of RFQ provisions must be received by BAHA no later than 2:00 p.m. on Tuesday, March 20, 2012 to guarantee consideration.

Any addenda to this RFQ that may be issued by BAHA will be posted at <http://procurements.mtc.ca.gov/>. It is the proposer's responsibility to check for addenda and questions and answers related to this RFQ and comply with new or revised requirements that may be stated therein.

#### **V. CONSULTANT SELECTION TIMETABLE**

11:00 a.m., on Friday, March 16, 2012	Proposers' conference and tour to be held at 390 Main St., San Francisco, CA, 94105
2:00 p.m., on Tuesday, March 20, 2012	Closing date/time for receipt of requests for clarification/exceptions
No later than three (3) working days prior to the date SOQs are due.	Deadline for protesting RFQ provisions
<b>2:00 p.m., Monday, March 26, 2012</b>	<b>Closing date/time for receipt of SOQs</b>
Week of April 9, 2012 (approximate)	Interviews (if held)
April 25, 2012* (approximate)	Bay Area Headquarters Authority Approval

*\*Dates are approximate and are subject to change.*

#### **VI. FORM OF STATEMENT OF QUALIFICATIONS**

SOQ content and completeness are most important. Clarity is essential and will be considered in assessing the proposer's capabilities. Proposers are asked to print on both sides of each page and encouraged to use recycled paper.

Each SOQ must include:

***A. Transmittal Letter***

SOQ must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm, including the name and telephone number of a contact person, if different from the signature. The transmittal letter should also contain a clear statement that the proposing firm meets all Minimums Qualifications and Requirements listed in Section II of this RFQ.

***B. Title Page***

SOQ must include a title page that includes the RFQ subject, the name of the proposing firm, local address, telephone number, name of contact person, and the date.

***C. Table of Contents***

SOQ must include a table of contents that includes a clear identification of the material by section and page number.

***D. Qualifications and References***

This section should clearly convey the Consultant's understanding of the nature of the work and the general approach to be taken, and identify any specific considerations. It should include all of the following:

1. Please provide information describing how your firm meets each of the Minimum Qualifications and Requirements listed in Section II, of this RFQ. Provide the following information; be concise and attach additional information if necessary:
  - Provide at least ten (10) years experience acting as an owner's representative relating to building development, marketing, leasing and property management with emphasis in the San Francisco Bay Area;
  - Provide detail of firm revenue of at least \$100 million for the past two years;
  - Provide detail of at least 3.5 million square feet of office space currently under active property management by the Proposer;
  - Describe your firm's experience as an owner or equity partner in a commercial office development of 350,000 square feet or larger, over the past 10 years;
  - Describe your firm's experience with developing property for lease and occupancy to mixed-use tenants such as government agencies (local/state/federal) and private entities;

- Proposed team capable of meeting tasks outlined in Tasks 1-3 in *Appendix A, Preliminary Scope of Work*;
  - Location of the principal office your firm proposes to manage the contract; and
  - Experience as a full service real estate broker licensed in the State of California.
2. Provide company profiles for the Proposer and any subconsultants. Clearly describe the firm's experience and role in similar projects, as well as the experience and roles of any proposed subconsultants.
  3. The Consultant is responsible for fielding a core team that will support all of the services listed in *Appendix A, Preliminary Scope of Work*. Include an organizational chart that shows roles and responsibilities of key personnel (including subconsultant personnel, if any) and a table showing availability and location of staff for this project. Provide resumes for key personnel (including subconsultant personnel) that demonstrate qualifications to perform each task. Each resume should not exceed one page. If California Real Estate Broker, provide license information.
  4. Provide a preliminary staffing plan addressing *Appendix A, Preliminary Scope of Work*.
  5. Please provide three (3) references, at least one (1) of which must be a government agency for whom your firm provides similar services;
  6. Provide a list of properties located within the nine-county Bay Area currently under active management by the Proposer's firm and include at a minimum the following information: property name, complete address, property owner information, building total SF, total SF under management, Property Manager's Name, Total Years Property under Proposer's management, and totals for square footage information provided.
  7. Describe your firm's experience in the design, development, and marketing to attract other tenants into properties with a similar mission and goal as BAHA's vision for 390 Main Street.
  8. Describe what your firm would consider to be the most important aspects to a successful project and how your firm will manage them.
    - Provide a list the five most serious mistakes owners make when developing a property.
  9. Describe what incentives your firm has utilized to stimulate leasing interest in properties under its management.
  10. Describe your firm's experience working with owners and acting as the owner's representative;

11. Describe the unique value added component that your firm will bring to enhance the success of the project; and
12. Describe previous processes utilized for updating and reporting all building activity to the BAHA.

***E. Cost Proposal***

BAHA considers this a professional services procurement and as such reserves the right to award contract on the basis of qualifications and experience and response to this solicitation alone. Following interviews, BAHA will rank qualified firms and the recommended Consultant shall submit a compensation schedule for Tasks 1, 2 and 3 outlined in preliminary scope of work, *Appendix A, Preliminary Scope of Work* to serve as the basis for contract cost negotiations. Should BAHA be unsuccessful in negotiating agreeable pricing with the recommended firm, BAHA reserves the right to negotiate with the next qualified firm(s).

***F. Financial Responsibility***

In a separate sealed envelope: Provide evidence of financial capacity by including Firm's audited financial statements for the past two most recent fiscal years. The financial statements should be submitted in a separate sealed envelope marked "Qualifications Attachment: CONFIDENTIAL FINANCIAL RECORDS". The financial statements will be reviewed to determine responsibility only. All statements will be returned prior to Consultant selection. Only one copy of Financial Responsibility is required.

***G. California Levine Act Statement***

Submit a signed Levine Act statement (*Appendix B*).

***H. Insurance Provisions Document***

Submit a signed Insurance Provisions Document (*Appendix C-1*).

**VII. SOQ EVALUATION**

***A. Verification of Minimum Qualifications***

The Project Manager will review SOQs to ensure that each SOQ meets the Minimum Qualifications set out in Section II, Proposer Minimum Qualifications and Requirements of this RFQ. Proposers failing to meet the Minimum Qualifications will not be considered.

***B. Review for General Responsiveness***

The Project Manager, in consultation with the BAHA Office of General Counsel, will conduct an initial review of the SOQs for general responsiveness and inclusion of the items requested in Section VI, Form of SOQ. Proposers failing to meet the minimum qualifications will not be

considered responsive. Also, any SOQ that fails to respond to any question in Section VI, Form of SOQ or does not include enough information to permit the evaluators to rate the SOQ in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. BAHA reserves the right to request additional information from responsive proposers during evaluation.

### ***C. Evaluation Criteria***

Responsive SOQs will then be evaluated by a panel of BAHA and partner agency staff on the basis of the following evaluation factors, in descending order of relative importance:

1. Firm and proposed staff experience and expertise with particular knowledge of the San Francisco Bay Area real estate market.
2. Individual and team expertise and experience of proposed staff that demonstrates the qualifications needed to successfully carry out the project as described in the Preliminary Scope of Work outlined in *Appendix A*.
3. Written and oral communication skills, based on submitted SOQ and interview.

### ***D. Interviews***

Those firms found most qualified by the review panel based on the SOQ will be invited to participate in a formal interview. The interview can be expected to last 90 minutes during which the Proposer will be allowed 45 minutes for a formal project presentation with 45 minutes for questions and answers. In the presentation, Proposers should include a description of the project from contract to full occupancy.

### ***E. Final Recommendation***

Following the interviews, the firms will then be ranked and the top-ranked firms will be forwarded to the BAHA Executive Director. If the BAHA Executive Director agrees with the panel's recommended ranking, he will forward them to the Bay Area Headquarters Authority for approval to enter into negotiations with the top-ranked firm.

BAHA reserves the right to negotiate relative to hourly rates and payment terms. If hourly rates and payment terms cannot be satisfactorily negotiated with the top-ranked firm, negotiations will be terminated, and staff will enter into negotiations with the second-ranked firm, and so on until hourly rates and payment terms are acceptable. BAHA reserves the right in its sole discretion to decide not to enter into a contract with any firm as a result of this RFQ, the right to accept or reject any and all SOQs submitted, to adjust project timetable, to waive minor irregularities in proposals, and to request additional information from the proposers.

## VIII. GENERAL CONDITIONS

### ***A. Limitations***

This RFQ does not commit BAHA to award a contract or to pay any costs incurred in the preparation of a SOQ in response to this RFQ.

### ***B. Award***

The recommended firm shall submit a cost proposal for Tasks 1-3 as outlined in Appendix A, Preliminary Scope of Work. The cost proposal will form the basis of contract negotiations and will be required to be approved by the BAHA Committee. Should BAHA staff fail to negotiate contract pricing acceptable to BAHA, BAHA reserves the right to negotiate directly with the next qualified Proposer.

Any award made will be to the Consultant whose SOQ is most advantageous to BAHA based on the evaluation criteria outlined above.

BAHA reserves the right in its sole discretion not to enter into any contract as a result of this RFQ.

### ***C. Binding Offer***

A signed SOQ submitted to BAHA in response to this RFQ shall constitute a binding offer from Consultant to contract with BAHA according to the terms of the SOQ for a period of ninety (90) days after its date of submission, which shall be the date SOQs are due to BAHA.

### ***D. Contract Arrangements***

A synopsis of BAHA's contract provisions is enclosed for your reference as *Appendix C*. If a proposer wishes to propose a change to any standard BAHA contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept BAHA's standard contract provisions, unless such language is protested in accordance with Section VIII.E below.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix C-1, Insurance Requirements*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix C-1*, within five (5) days of BAHA's notice that it is the successful proposer. Requests to change BAHA's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. BAHA will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to BAHA determinations on requests to change insurance requirements must be brought to BAHA's attention no later than the date for protesting RFQ provisions listed above. If such objections are not brought to BAHA's attention consistent with

the protest provisions of this RFQ, compliance with all material insurance requirements will be assumed.

***E. Selection Disputes***

A proposer may object to a provision of the RFQ on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Consultant on the grounds that BAHA procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than three (3) working days prior to the date SOQs are due, for objections to RFQ provisions;
2. No later than three (3) working days after the date the firm/team is notified that it did not meet the Minimum Qualifications and Requirements, or was found to be non-responsive; or
3. No later than three (3) working days after the date on which contract award is authorized by BAHA or the date notified that it was not selected, whichever is later, for objections to Consultant selection.

Except with regard to initial determinations of non-responsiveness or failure to meet the minimum requirements, the evaluation record shall remain confidential until BAHA authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the BAHA review officer to recommend a resolution to the Executive Director.

The Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Consultant by BAHA shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the Proposer wish to appeal the decision of the Executive Director, it may file a written appeal with BAHA, no later than three (3) working days after receipt of the written response from the Executive Director. BAHA's decision will be the final agency decision.

### ***F. Public Records***

This RFQ and any material submitted in response to this RFQ are subject to public inspection under the California Public Records Act (Government Code § 6250 et seq.), unless exempt by law. Other than proprietary information or other information exempt from disclosure by law, the content of SOQs submitted to BAHA will be made available for inspection consistent with its policy regarding Public Records Act requests.

Each proposer must clearly mark each page of the SOQ, including financial responsibility information submitted under Section VII of this RFQ, that the proposer considers to contain trade secrets or other confidential commercial or financial information that the proposer believes would cause substantial injury to the proposer's competitive position, if disclosed, and include the following notice at the front of its SOQ:

“The data on the following pages of this SOQ, marked along the right margin with a vertical line, contain technical or financial information which are trade secrets and/or which, if disclosed, would cause substantial injury to the proposer's competitive position. The proposer requests that such data be used for review by BAHA only, but understands that exemption from disclosure will be limited by BAHA's obligations under the California Public Records Act. [List pages].”

Failure to include this notice with relevant page numbers shall render any individual markings inadequate. Individual pages shall accordingly not be treated confidentially. **Any language purporting to render the entire SOQ or the cost proposal confidential or proprietary will be regarded as ineffective and will be disregarded.**

In the event properly marked data is requested pursuant to the California Public Records Act, the proposer will be advised of the request and given the opportunity to provide to BAHA a detailed statement indicating the reasons it believes the information should be withheld from disclosure. The proposer may be asked by BAHA, as a condition of non-disclosure, to indemnify and hold BAHA harmless, in the event of claims made as a result of non-disclosure.

### ***G. Key Personnel***

Key staff persons assigned to the project are expected to remain on the project. Any change in key staff persons of the proposed project team is subject to prior written approval of BAHA. Removal of any key staff persons identified in the SOQ without written consent of the Project Manager may be considered a material breach of contract.

### ***H. Organizational Conflicts Of Interest***

Proposer shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other BAHA solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to BAHA; a firm or person's objectivity in

performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Project. Whenever BAHA is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Consultant, and if so, whether any potential bias can be mitigated acceptably by BAHA and the Consultant.

Proposer shall not engage the services of any subcontractor or independent contractor on any work related to this Agreement if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

## **APPENDIX A: PRELIMINARY SCOPE OF WORK**

The Bay Area Headquarters Authority (BAHA) requires a qualified firm to develop and implement an appropriate plan for the development, leasing, occupancy and subsequent management of BAHA's new Regional Agency Headquarters Facility at 390 Main Street in San Francisco (BAHA Facility). The BAHA Facility will house multiple government agencies, including MTC, BATA and the Air District. Unused space will be leased to other public agencies, retail or other commercial tenants.

The selected firm will be required to provide full service, leasing and professional building management services including, but not limited to the following:

### **Task 1. Leasing**

#### *Building Master Plan:*

Work with BAHA, the Architect and Engineering firm, Construction Manager at Risk and other retail consultants to create a Master Plan for the BAHA Facility, which will be used for development of the non-agency space including any retail or commercial office spaces.

#### *Marketing Strategy:*

1. Prepare a marketing analysis to assess the retail, commercial and office market opportunities.
2. Develop a marketing strategy, budget and schedule for attracting perspective tenants.
3. Maintain relationship with retail and commercial tenants.
4. Continually assess the market situation of the neighborhood with regards to amenities offered from competing rental properties.
5. Serve as BAHA's real estate broker in the development, negotiation and implementation of competitive leases for retail and commercial occupancy.
6. Conduct tours and orientations with perspective tenants and developers.
7. Serve as the BAHA's representative in addressing prospective tenants request including improvements, build out and other tenant issues.

## **Task 2. Property Management**

### *Facilities Management and Operations:*

1. Maintain on-site business office and be available 24 hours, 7 days a week for tenant and owner calls; maintain continuous communications with BAHA on building related issues.
2. Serve as the building liaison between owner and tenants; maintain and enforce agreements and other building regulations.
3. Maintain building equipment and systems including preventative maintenance, routine repairs and capital improvements. Solicit, bid and enter into contracts for services as needed to maintain the property. Ensure that maintenance and repairs are performed by licensed contractors.
4. Maintain building security access and locking systems, issue keys and access cards, building identification cards.
5. Work with BAHA's insurance brokers to provide an on-going assessment to reduce owner risk and liability.
6. Develop and coordinate emergency preparedness procedures to ensure the readiness of building occupants during an emergency; provide on-going preparedness training and drills.

## **Task 3. Financial Management**

1. Provide complete financial accounting for the property including, but not limited to developing and maintaining the annual operating and capital budgets, monthly and year to date operating statements and reconciliations.
2. Collect and account for all revenues received including rents, deposits and other related financial agreements.
3. Maintain complete books and records for all costs and expenses.

## **Optional Task 4. Disposition of Current Facilities**

Under a separate MTC contract agreement, the selected firm may be requested to provide real estate brokerage or property management services in the disposition of the existing facilities currently owned by MTC located at the Joseph P. Bort MetroCenter building at 101 Eighth Street, Oakland, CA. The scope includes, but is not limited to the following tasks:

1. Prepare marketing strategy for the disposition of the MTC space;

2. Coordinate with real estate brokers and other interested parties staff;
3. Assist with negotiations and development of documents/agreements; and/or
4. Provide on-going property management services for the leased space.

**APPENDIX B: CALIFORNIA LEVINE ACT STATEMENT**

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

BAHA’s commissioners include:

Adrienne J. Tissier  
Tom Bates  
Amy Rein Worth  
Bill Dodd  
Dave Cortese  
Scott Wiener

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any BAHA commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

YES  NO

If yes, please identify the commissioner: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any BAHA commissioners in the three months following the award of the contract?

YES  NO

If yes, please identify the commissioner: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude BAHA from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

## **APPENDIX C: SYNOPSIS OF PROVISIONS IN BAHA'S STANDARD CONSULTANT AGREEMENT**

The selected Consultant will be required to sign BAHA's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFQ. In order to provide bidders with an understanding of some of BAHA's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.

Termination: BAHA may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, BAHA will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, BAHA will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, BAHA may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to BAHA, less the costs to BAHA of rebidding.

Insurance Requirement: See *Appendix C-1, Insurance Requirements*, attached hereto.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of BAHA. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold BAHA, BATA, MTC, BAAQMD, and their directors, commissioners, officers, representatives, agents and employees harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against BAHA, BATA, MTC, BAAQMD, and their directors, commissioners, officers, representatives, agents and employees arising out of such negligent or wrongful acts or omissions. Consultant shall pay the full cost of the defense and any resulting judgments.

The provisions set forth in this Section are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable. This indemnification shall survive termination or expiration of this Agreement.

Data Furnished by BAHA: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("BAHA Data") made available to the Consultant by BAHA for use by the Consultant in the performance of its services under this Agreement shall remain the property of BAHA and shall be returned to BAHA at the completion or termination of this Agreement. No license to such BAHA Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or

possession of such BAHA Data. Any updates, revisions, additions or enhancements to such BAHA Data made by the Consultant in the context of the Project shall be the property of BAHA.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“Work Product”) written or produced by the Consultant under this Agreement and provided to BAHA as a deliverable shall be the property of BAHA. Consultant will be required to assign all rights in copyright to such Work Product to BAHA.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of BAHA.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of BAHA. BAHA is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to BAHA for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of BAHA can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law: The Agreement shall be governed by the laws of the State of California.

### APPENDIX C-1: INSURANCE REQUIREMENTS

Minimum Insurance Coverages. Consultant shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (√)	<b>Please certify by checking the boxes at left that required coverages will be provided within five (5) days of BAHA's notice to firm that it is the successful proposer.</b>
___	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of BAHA. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
___	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.  BAHA, MTC, BATA, and BAAQMD and their, directors, commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.
___	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.
___	<u>Umbrella Insurance</u> in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
___	<u>Errors and Omissions Professional Liability Insurance</u> in an amount no less than \$2,000,000 per claim. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage

	<p>in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors &amp; Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.</p>
<p>—</p>	<p><u>Property Insurance</u> covering CONSULTANT's own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of BAHA (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of BAHA. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.</p>
<p>—</p>	<p><u>Employee Dishonesty/Crime Insurance.</u> An Employee Theft insurance policy covering CONSULTANT's employees for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply: (a) Employee Dishonesty - \$1,000,000; and (b) Client Property Blanket Bond - \$1,000,000. CONSULTANT shall reimburse BAHA for any and all losses within the deductible and for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys and any other fees associated with a claim. In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming BAHA.</p>

**Deductibles:** Any deductibles or self-insurance retentions over \$100,000 are subject to the approval of BAHA.

**Notice of Termination:** All CONSULTANT policies shall provide that the insurance carrier shall give written notice to BAHA at least 60 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to BAHA and any other additional insured.

**Additional Provisions:** Each policy or policies of insurance described in Commercial General Liability Insurance, above shall contain the following provisions:

- Inclusion of BAHA, MTC, BATA, and BAAQMD and their directors, commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement.
- Endorsement providing that such insurance is primary insurance and no insurance of BAHA will be called on to contribute to a loss.

**Certificates of Insurance:** Promptly on execution of this Agreement and prior to

commencement of any work hereunder, CONSULTANT shall deliver to BAHA Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. CONSULTANT agrees, upon written request by BAHA, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.

**Disclaimer:** The foregoing requirements as to the types of limits of insurance coverage to be maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto, including, but not limited to, liability assumed pursuant to *Appendix C*, Indemnification.

**Subcontractor's Insurance:** CONSULTANT shall require each of its subconsultants to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the BAHA Project Manager.

**By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of BAHA's notice to firm that it is the successful proposer.**

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

**NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to BAHA's attention no later than the date for protesting RFQ provisions. If such objections are not brought to BAHA's attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.**