REQUEST FOR PROPOSALS
#34-0216

FOR

REAL ESTATE BROKERAGE AND RE-DEVELOPMENT SERVICES
For

The Great Hall – McAllister Tower
100 McAllister Street, SF

RFP Issue Date: Thursday, August 22, 2013

RFP Due Date: Thursday, September 26, 2013

Contact purchasing@uchastings.edu
REAL ESTATE BROKERAGE AND RE-DEVELOPMENT SERVICES
For
THE GREAT HALL – MCALLISTER TOWER
100 MCALLISTER STREET

Purpose:

The purpose of this RFP is to solicit proposals from qualified companies to provide strategic guidance and real estate implementation and brokerage services for the conversion and re-purposing of the Great Hall, located within McAllister Tower, a UC Hastings facility located at 100 McAllister Street.

About UC Hastings

The College was founded in 1878 as the “law department” of the University of California. UC Hastings is the oldest public law school in California. Founded by Chief Justice Serranus Clinton UC Hastings, the College was established by the California Legislature with its own Board of Directors which has operated the College independently of the Board of Regents of the University of California since its founding. The Board of Regents possesses degree-granting authority, but all other aspects of the College are under the control of the UC Hastings Board of Directors. The College is the only stand-alone, public law school in the nation.

The mission of UC Hastings is to provide an academic program of the highest quality, based upon scholarship, teaching, and research, to a diverse student body and to assure that its graduates have a comprehensive understanding and appreciation of the law and are well trained for the multiplicity of roles that they will play in a society and profession that are subject to continually changing demands and needs.

UC Hastings’ reputation for academic excellence, its formal affiliation with the University of California (UC), and its location in San Francisco’s downtown civic center are major factors contributing to the overall strength of the Institution. This intrinsic quality is reflected in the large number of applications received for a very limited number of seats. Hence, UC Hastings’ enrollment management objectives are to matriculate select students of the highest academic credentials.
Project & Background Information

The college seeks proposals from qualified companies to provide:

1) strategic guidance and real estate implementation, and
2) brokerage services for the conversion and re-purposing of the Great Hall, located within McAllister Tower, a UC Hastings facility located at 100 McAllister Street.

UC Hastings wishes to maintain control of the site through a long term ground lease (although grant of a condominium interest would be considered). The selected firm would be tasked with representing UC Hastings in:

- Re-positioning and identifying alternative uses of the site.
- Source a developer for a joint venture, long term ground lease, or master lease on the property with UC Hastings
- Market the property for uses compatible to the operations of the College to qualified users.

Attachments

List of relevant attachments

a. UC Hastings Campus Map (Att. A)
b. 100 McAllister Street – History of Property
   - Video on Building History http://www.youtube.com/watch?v=qU8iNeiSBZk
c. Building Systems and Data
d. Plans and Layouts

UC Hastings Contact Information

For site access: For RFP questions: Other questions:
Ben Nerone Darryl Sweet Mr. David Seward
Chief Engineer Director of Business Services Chief Financial Officer
neroneb@uchastings.edu sweetd@uchastings.edu sewardd@uchastings.edu
415-581-8901 415-565-4604 415-565-4710
REQUEST FOR PROPOSALS  
#34-0216  
Due: Thursday, 9/26/13  
Real Estate Brokerage and Re-development Services  
Great Hall – 100 McAllister Street

**Tentative Schedule / Dates:**

- **RFP sent:** Thursday, August 22, 2013  
- **Intent to Participate:** Friday, August 30, 2013  
- **Pre-proposal meeting:** Sent to participating firms  
- **Questions due to UCH:** Participants will be notified  
- **Responses from UCH:** Participants will be notified  
- **RFP due:** Thursday, September 26, 2013  
- **Evaluation:** Immediately following due date  
- **Target award date:** Mid-October

**Guidelines for Submittal**

To appropriately evaluate each firm’s capabilities, responses are to be tendered according to the guidelines listed below.

Each firm is to address their expertise in fulfilling the UC Hastings needs as described in this RFP. Review the attachments in detail and structure your response as follows:

1. **Executive Summary:**
   - Describe your firm, including size, location, etc.;
   - Provide names, resumes, certifications and specialties of the personnel who would be assigned to this project;
   - Indicate offices in the greater San Francisco Bay Area.

2. **Project Expertise**
   - Detail why your firm should be chosen to lead this project;
   - Provide a scope and road map for how your firm would approach this project;
   - Provide a tentative timeline, including milestones for this project;
   - Provide a list of recent projects of similar size and scope (including appropriate customer and contact information), and the outcome of the projects. Be sure to include any UC campuses or other public agencies for which you have provided these services;
   - Provide the outcome of the engagements described above;
   - Provide references on the completed projects.

3. **Compensation**
   - Provide a complete fee proposal for this project:
     1. Base project management services,
     2. Participation in the bidding phase,
     3. Construction phase (project management/construction administration)
   - Provide an hourly rate chart for reference and to back up your fee proposal.
Due Date

Your completed proposal is due (via e-mail) by Thursday, September 26, 2013 to Darryl Sweet, Director of Business Services, at purchasing@uchastings.edu.

Questions and clarifications concerning this Request for Proposals should be sent in writing via e-mail to the attention of Darryl Sweet at purchasing@uchastings.edu. Written responses to all submitted questions will be provided to all potential suppliers following the site visit and during the Q&A phase only.

Confidentiality

All information concerning all parties referenced herein or their respective businesses and operations, which is directly or indirectly furnished or made available under or by virtue of the existence of this RFP and which is not generally available to the public shall be treated as confidential and proprietary. All parties shall take all reasonable precautions to assure that no such information is used, disclosed, duplicated, or distributed by them or any of their employees or agents for any purpose other than their performance hereunder.

Agreement Term

It is the intent of UC Hastings to enter into an agreement with a single firm. A standard UCH agreement is attached for reference. Actual agreement may differ slightly.

Other Conditions:

Submission of a proposal in response to this RFP does not commit UC Hastings to pay any costs incurred in proposal preparation or submission, or to enter into a contract with any Consultant for any services. UC Hastings may reject any or all design firm proposals at UC Hastings sole discretion. Failure to comply with all the terms and conditions of this RFP may result in its rejection.

Incorporation of Proposal into Contract

This RFP, the awarded firm’s proposal, and all other representations made by the firm, will be incorporated into any and all contract agreements between the firm and UC Hastings.

Award

Award will be based upon the response that is determined to be in the best interests of UC Hastings, as determined by the College. Initial evaluation will be based upon a combination of company information, proven experience and the cost proposal for the project. UCH may require a finalist round or round(s) to evaluate and assist in making final decision.
UNIVERSITY OF CALIFORNIA
HASTINGS COLLEGE OF THE LAW

SAMPLE AGREEMENT

AGREEMENT
BY AND BETWEEN

UNIVERSITY OF CALIFORNIA
HASTINGS COLLEGE OF THE LAW

AND

THIS AGREEMENT ("Agreement"), made and entered into as of __ by and between Hastings College of the Law, hereinafter called “Hastings”, and __, hereinafter called "Consultant", is for providing consultant services to Hastings as follows:

I. SCOPE OF SERVICE RENDERED

Hastings hereby retains the Consultant to perform the following professional services:

II. TERM OF AGREEMENT

The term of this Agreement shall be from __ to __ or until completion of the Services are to the satisfaction of Hastings, or unless terminated by the occurrence of any one or more of the following, whichever is sooner:

   A. Completion of the performance of the Services, which will be performed during regular business hours; or
   B. Receipt by Consultant of Hastings’s written notice of its intent to terminate this Agreement within ten (10) days, which termination may be for any reason or no reason, in Hastings’s sole discretion; or
   C. Within twenty-four (24) hours of written notice to Consultant at any time in the event the Services are not being performed to Hastings’ satisfaction and otherwise in accordance with this Agreement.
The parties acknowledge and agree that this Agreement is a so-called “at will” Independent Consultant relationship, terminable upon written notice by Hastings. Upon expiration or termination of this Agreement for any reason, Consultant shall not have any executory obligations to Hastings; and Consultant shall be entitled only to such compensation as shall have accrued to Consultant for fees or expenses actually incurred by Consultant for completed and accepted Work provided up to but not including the effective date of termination.

III. COMPENSATION

The cost of Services shall be a lump sum not exceed

Hastings agrees to standard, typical and reasonable reimbursable expenses not to exceed.

IV. CHANGES IN THE WORK

In its sole and absolute discretion, Hastings may order changes in the scope of the services, or Hastings may order additional services outside the scope of service. Consultant shall not make any change in the work or be entitled to any adjustment of Contract Term or Compensation except as provided in a written Change Order or Addendum to this Agreement signed by Hastings.

V. PAYMENT

Hastings will pay Consultant monthly upon receipt of itemized billing invoices. The charges for reimbursable expenses will include copies of itemized receipts supporting the expenses.

All invoices will reflect Consultant’s taxpayer identification number and Consultant’s license number addressed to:

David Seward
Chief Financial Officer
University of California
Hastings College of the Law
200 McAllister Street
San Francisco, CA  94102
(415) 565-4710

TERMINATION CLAUSE

In the event Consultant fails to carry out or comply with any of the terms and conditions of this Agreement, Hastings reserves the right to demand correction of any breach or default within ten (10) days of notice to Consultant. In the event Consultant fails to correct the failure or default within the specified period, Hastings may terminate the Agreement without additional notice. Failure to terminate this Agreement is not to be deemed a waiver of the breach or default.
VII. EXAMINATION OF RECORDS

Hastings and auditors of the State of California shall have access to and the right to examine and audit any books, documents and papers and/or records of Consultant involving transactions related to this Agreement for a period of three (3) years following its termination. These documents must contain adequate justification of the charges made to Hastings.

VIII. COORDINATION

Consultant, in performing services described herein, will coordinate and report to:

University of California
Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102
(415)

Consultant is to immediately inform __(or designee) of any unusual conditions or events that relate to, or may affect, the work to be performed under this Agreement. Consultant agrees to meet on a regular basis with Academic Dean Marshall to review the progress of the work to be performed by Consultant and any unanticipated problems or issues.

IX. SERVICE PERFORMANCE SCHEDULE

It is understood that time is of the essence of this Agreement and Consultant is bound by all of the time limits imposed by virtue of this Agreement. Consultant agrees to the following service performance schedule:

The Services to be performed under this Agreement shall commence upon written authorization to proceed and be substantially completed within the time frame established between Hastings and Consultant.

X. INSURANCE AND INDEMNIFICATION

Hastings and the State of California shall not be liable for any accident, loss, injury (including death) or damages, happening or occurring during the performance of this Agreement, to persons and/or property, caused in whole or in part by the intentional or negligent acts or omissions of Consultant, and Consultant will fully indemnify and protect Hastings and the State of California from and against same. In addition to the liability imposed by law upon Consultant for damage or injury (including death) to persons or property by reasons of intentional or negligent acts or omissions of Consultant, his/her agents, servants, or employees, which liability is not impaired or otherwise affected hereby, Consultant hereby assumes liability for and agrees to hold Hastings and the State of California harmless and indemnify Hastings for any expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have suffered through any intentional or negligent
acts or omissions of Consultant, its subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors.

Consultant will maintain in force at all times during the term of this Agreement, Workers’ Compensation (statutory limits) in the amount of $500,000; and Employer’s Liability, Comprehensive General Liability with bodily injury limits and property damage limits of $1,000,000 each occurrence and in the aggregate; and Auto Liability in the amount of $500,000 and Professional Liability in the amount of $1,000,000 subject to a deductible of $25,000. Such insurance policies shall name Hastings as an additional insured and provide for notification to Hastings thirty (30) days prior to termination or restrictive amendment. Consultant shall furnish a Certificate of Insurance to Hastings as evidence of the required coverage. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California.

XI. EXCUSABLE DELAY

Consultant shall not be held responsible for delays in the performance of this Agreement caused by strikes, lockouts, labor disturbances, acts of government, acts of nature (e.g. earthquake) or other causes similar to the foregoing which are beyond the control of and are not the fault of Consultant. Provided, however, that Consultant shall, within five (5) days after the occurrence of cause or causes of delay, request an extension of time from David Seward. Such request shall be in writing and shall state in detail the reasons for the delay, which will prevent timely performance. If Hastings finds that such cause or causes of delay exist, it may either grant Consultant an extension of time equal to the delay resulting from such cause or causes, or, at its option, terminate this Agreement.

XII. APPLICABLE LAW

All pertinent laws of the State of California shall govern this Agreement and become a part hereof.

XIII. ENFORCEMENT OF AGREEMENT

Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by final and binding arbitration in San Francisco, California, under the auspices of the American Arbitration Association, in accordance with the Commercial Arbitration rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy, which would be available from a court of law, shall be available from the arbitrator, to the parties of this Agreement pending arbitration.

The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator’s fees, administrative fees, witness fees and attorneys’ fees.

XIV. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and may be served by depositing the same in the United States mail, postage prepaid and registered, and addressed to the
parties at the addresses set forth below, or to such other address as either party may designate in writing from time to time.

If to UC Hastings:                        If to Consultant:

David Seward, CFO  
University of California  
Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102

Any change of address of Consultant shall immediately be communicated in writing to Hastings.

XV. NONDISCRIMINATION

During the performance of this Agreement, Consultant shall not discriminate unlawfully against any employee or applicant for employment on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetics), marital status, age, sex or sexual orientation.

XVI. DRUG-FREE WORKPLACE CERTIFICATION

Consultant certifies compliance with Government Code 8355 by signing and incorporating the attached Drug Free Workplace Certification Exhibit into the Agreement.

XVII. W-9 Form

As required by Hastings, Consultant must complete a W-9 form attached hereto and shall be submitted together with this Agreement for full execution.

XVIII. CONFLICT OF INTEREST

Consultant will not hire any employee of Hastings to perform any service covered by this Agreement.

Consultant affirms that to the best of Consultant’s knowledge, there exists no actual or potential conflict between Consultant’s family, business or financial interests and the services under this Agreement and in the event of any change in such circumstances will inform Hastings of any questions regarding possible conflicts of interest that may arise as a result of such change in circumstances.

XX. NON-ASSIGNMENT

This Agreement is not assignable or delegable by either party.
XXI. NON-RESPONSIBILITY OF THE REGENTS

The Regents of the University of California, a public corporation, is not a party to nor is it financially responsible under this Agreement.

XXII. ENTIRE AGREEMENT

This Agreement and the exhibits hereto, constitute the entire agreement between the parties and no party shall be liable or bound to the other in any manner except as set forth in this Agreement.

Dated:________________, 201
UNIVERSITY OF CALIFORNIA
UC HASTINGS COLLEGE OF THE LAW

By:______________________________
David Seward
Chief Financial Officer

Dated:________________, 201
(Consultant)

By:______________________________
Signature

______________________________
Approved As To Form:
Dated:___________________________

______________________________
Elise K. Traynum
General Counsel