



UC HASTINGS
COLLEGE OF THE LAW

**REQUEST FOR PROPOSALS
#90-0017**

for

On-Call Real Estate Brokerage Services

RFP Issue Date: Thursday June 25, 2020

RFP Due Date: Wednesday July 22, 2020

Contact: purchasing@uchastings.edu



Purpose

UC Hastings College of the Law (hereinafter called the College) is seeking Commercial Real Estate Brokerage Services on an “As Needed/On-Call” basis. The length of the contract is estimated to last five (5) years.

Context

Founded in 1878 as the “law department” of the University of California, UC Hastings College of the Law was established by the California Legislature with its own Board of Directors. With the exception of the degree-granting authority held by the UC Board of Regents, all other aspects of the College are operated independently under the oversight of the UC Hastings Board of Directors. UC Hastings is the oldest public law school in California and the only stand-alone, public law school in the nation.

UC Hastings’ reputation for academic excellence, its affiliation with the University of California, and its location in San Francisco’s downtown Civic Center are major factors contributing to the overall strength of the institution.

Scope of Work

A. BACKGROUND

The College seeks proposals from qualified companies to provide “As Needed/On-Call”:

- 1) Brokerage services for its commercial spaces (currently 11,000 Square Feet) currently consisting food and beverage sites and office space for lease, see Exhibit C Example Potential Listing (Pictures), Exhibit D UC Hastings Campus Map.
- 2) Strategic guidance, brokerage and real estate implementation services in general, and
- 3) Strategic guidance and brokerage services for other projects associated with implementation of the College’s Long Range Campus Plan including the conversion and redevelopment of
 - a. 198 McAllister Street, San Francisco [New Building/New Construction]
 - b. 100 McAllister Street, San Francisco [Historical Building - Seismic Upgrades, Remodel and Repurpose]
 - c. Other locations



- 4) Market the College properties for uses compatible to the operations of the College to qualified users.

B. MINIMUM QUALIFICATIONS

For all services noted above, the real estate professional must:

- a) Have a minimum of five (5) years real brokerage estate experience performing the requested services
- b) Have demonstrated experience in leasing in the San Francisco marketplace preferably in under-served neighborhoods such as the Tenderloin, Mission District of SOMA communities.
- c) Broker must provide valid and acceptable documentation of licensure.
- d) All Brokers as part of the submission must provide documentation that they are a member of good standing in the National Association of REALTORS®;
- e) Perform all duties required by the California Department of Real Estate

C. SCOPE OF SERVICES

The selected candidate will provide commercial real estate brokerage services, to include, but not limited to:

1. Real Estate Consulting Services

- Provide written information on market trends to assist Hastings in real estate decision making and spearhead the leasing process
- Provide monthly review and strategy plan updates to Hastings as per prior agreed-upon schedule

2. Marketing Hastings Owned Properties Plan to Identify and Attract Potential Tenants

- Conduct market research and analysis tailored to Hastings requirements which may include forecasts; space availability; vacancy rates (current and projected); market rental rates and concession packages; identify viable alternatives; coordinate and conduct site visits;
- Review and evaluate existing commercial leases
- Assist in lease negotiations with existing and new commercial tenants
- Develop and implement marketing plans to lease Hastings owned properties within on terms favorable to Hastings. Provide necessary support to the marketing plan including appropriate staff, marketing materials, brochures, advertising, cold calling, etc.



- Listing Hastings owned properties on Multiple Listing Services and other platforms which serve relevant market to achieve maximum marketing exposure of these available properties.
- Solicit leasing proposals for specific properties.
- Arrange for Inspections for prospective properties as requested by Hastings or interested lessees.
- Identify the type(s) of tenants that would be attracted to the Premises.
- Provide market analysis and pricing guidance for the Premises, including rent, tenant improvement levels, concessions, and parking for each type of tenant, if different.
- Provide available information on lessor performance and financial capacity

3) Lead the Negotiations for New Leases, Lease Extensions and Renewals, and Transaction Management Services

- Provide assistance with contract due diligence requirements and closing.
- Maintain complete records of all properties. At the completion of transactions, transfer all documents to Hastings.
- Use all commercially reasonable efforts and best practices to be a value-added resource for Hastings real estate needs and work closely with Hastings leadership to affect the best possible solutions in an efficient, expeditious, cost effective, and professional manner.

UC Hastings Contact Information

The primary contact for this process is:

UC Hastings Purchasing Department,
Adrian Brown, Director of Business Services
purchasing@uchastings.edu



Tentative Schedule & Milestones

RFP posted	Thursday, June 25, 2020
Pre-Proposal Conference Teleconference	Tuesday, July 14, 2020 at 10:00 AM PDT
Questions due to purchasing@uchastings.edu	Wednesday, July 15, 2020 at 11:00 AM PDT
Responses from UCH posted	Thursday, July 16, 2020
RFP due to purchasing@uchastings.edu	Wednesday, July 22, 2020 at 11:00 AM PDT
Evaluation period	Immediately following due date
Finalist round (in any), plus award	TBD

Non-Mandatory Informational Meeting by Way of Teleconference through Microsoft Teams

A non-mandatory informational meeting by way of teleconference will be held on July 14, 2020 at 10:00 AM PDT. The purpose of this meeting is to give interested parties the opportunity to gather information.

To join the telephone conference, follow the steps below:

- To access the conference bridge dial **+1 415-854-9497**
- Enter Conference Code **143 495 031#**
- Each of the attendees will use the same number
- Be certain to enter the pound sign (#).

To assist in teleconference preparations, Respondents are asked to email (**RSVP**) their intention to attend the teleconference to Purchasing@UCHastings.edu by 11:00 AM., PDT, July 13, 2020.

Guidelines for Submission

To appropriately evaluate each firm’s capabilities, responses are to be tendered according to the guidelines listed below. Each firm is to outline how it will fulfill the Scope of Work included in this RFP. Proposals should clearly address all information requested in this RFP and use the following organization:

RFP #90-0017
Title: On-Call Real Estate Brokerage Services
Due: 7/22/2020



1. Executive Summary

- Introduce the firm, including size, location, philosophy, and areas in which it excels.
- Provide names, resumes, certifications, and specialties of the personnel who would be assigned to this project, and indicate what their proposed roles would be and the benefits they bring.
- Indicate offices in the greater San Francisco Bay Area.

2. Expertise

- Develop a short narrative demonstrating clear understanding of the objectives and key features of the proposal.
- Describe specific methodologies, techniques, and technology to be employed in preparation and delivery of the requested services and reports. Outline anticipated schedule, work plan, and task list that details the steps to complete the proposed services and prepare the reports, and addresses how all aspects of the Scope of Services will be carried out.
- Provide a list of recent engagements of similar size and scope (including four (4) appropriate references, who may be contacted to evaluate completed work), and the outcome of the engagements. Complete and return a minimum of four (4) Reference Check Forms (Exhibit B) with your proposal. Highlight organizations that are similar to the College. Outline how the College's feedback will be incorporated at various stages of implementation of the digital marketing and demand nurture campaign.
- Detail any assumptions made in preparing the proposal.
- Include any other services not identified in the Scope of Work.

3. Pricing

- Use excel.
- Provide a comprehensive pricing strategy that ties back to the stated goals, expectations, and deliverables.

Due Date

Completed proposals are due (via e-mail) by Wednesday, July 22, 2020, 11:00 a.m. PDT, to: purchasing@uchastings.edu

Questions concerning this RFP should be sent in writing via e-mail to purchasing@uchastings.edu referencing the appropriate RFP section and page number, by 11:00 AM PDT Wednesday July 15, 2020.

Written responses to all submitted questions will be provided to all questions submitted on or about COB Thursday, July 16, 2020.



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 to the extent permitted by law. 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 one agreement with one firm. A standard UC Hastings agreement is attached for reference as Exhibit A. 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 firm for any services. UC Hastings may reject any or all proposals at UC Hastings' sole discretion. Failure to comply with all the terms and conditions of this RFP may result in the disqualification of a proposal. UC Hastings may, at its discretion, request interviews and demonstrations of proposed marketing campaigns through a web-based or in-person presentation for College staff.

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 of Contract

Assuming UC Hastings decides to proceed, 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, expertise, and the cost proposal for the project. The College may, in its discretion, require a finalist round or round(s) to evaluate suppliers and their products in order to assist in making final decision.



EXHIBIT A - SAMPLE AGREEMENT

SAMPLE

AGREEMENT
BY AND BETWEEN
UNIVERSITY OF CALIFORNIA
HASTINGS COLLEGE OF THE LAW
AND

This Agreement is entered into by and between the University of California, Hastings College of the Law ("Hastings"), and ___ ("Contractor"), whose address is ___ .

I.SCOPE OF SERVICE RENDERED

Labor and materials as required to perform:

All work to be performed in a commercially reasonable manner at mutually agreeable prearranged times during normal business hours, and in compliance with applicable Federal, State, and local laws and regulations.

II.TERM OF AGREEMENT

The term of this Agreement shall be from ___ through completion of work - scheduled for ___ .

III. COMPENSATION



IV. PAYMENT

Hastings will pay Contractor for the described work upon submission of an invoice detailing the work completed under this Agreement according to the payment schedule below:

Invoices shall reference the authorized UCH purchase order for the project, and shall be addressed to:

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

Payment Terms: **Net 30.**

V. ADDITIONAL SERVICES / OTHER AMENDMENTS

In its sole and absolute discretion, Hastings may order additional services outside the Scope of Work. Contractor shall not make any change in the Work or be entitled to any adjustment of Contract Term or Compensation, except as provided by Hastings by means of a written amendment to this Agreement.

Any and all amendments must be in writing, and signed by both parties in order to be effective.

VI. TERMINATION CLAUSE

In the event Contractor 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) calendar days of notice to Contractor. In the event Contractor 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.

Either Hastings or Contractor may terminate this agreement without cause with a 30-day written notice.

In the event of termination, Contractor will be entitled to payment for Work satisfactorily completed prior to the date of termination.

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 Contractor 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

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

UC Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102
415-

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

IX. WARRANTIES

Contractor represents and warrants that it possesses the requisite skill, qualifications, and licensures necessary to perform the Work in a commercially reasonable manner. Contractor further represents and warrants that it has the right to provide the equipment, software, and services described in Exhibits D and E to Hastings, and shall defend, indemnify, and hold harmless the State of California and Hastings and its officers, directors, employees, agents and representatives from and against any and all claims damages, judgements, suits, legal proceedings, and all costs and expenses in connection therewith (including reasonable attorneys fees) arising out of or resulting from any claim that the equipment, software, or services provided infringe the intellectual property rights of any third party.

Contractor further acknowledges and agrees that for the Term of this Agreement, it is responsible for all ongoing maintenance associated with the installed equipment, and shall promptly provide required maintenance upon Hastings request.

X. INSURANCE AND INDEMNIFICATION

Hastings and its officers, directors, employees, agents and representatives 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 Contractor, and Contractor will fully indemnify and protect Hastings and its officers, directors, employees, agents and representatives and the State of California from and against same. In addition to the liability imposed by law upon Contractor for damage or injury (including death) to persons or property by reasons of intentional or negligent acts or omissions of Contractor, his/her agents, servants, or employees, which liability is not impaired or otherwise affected hereby, Contractor hereby assumes liability for and agrees to hold Hastings and its officers, directors, employees, agents and representatives and the State of California harmless and indemnify Hastings and its officers, directors, employees, agents and representatives and the State of California for any



expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any intentional or negligent acts or omissions of Contractor, its subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors.

Contractor will maintain in force at all times during the term of this Agreement, Workers' Compensation (statutory limits) in the amount of \$500,000, or such other amount as may be required by applicable law; and Employer's Liability, Comprehensive General Liability and Auto Liability, each in the amount of \$1,000,000. Such insurance policies shall name UC Hastings, its officers, directors, employees and the State of CA as an additional insured and provide for notification to Hastings thirty (30) days prior to termination or restrictive amendment. Contractor 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.

X. EXCUSABLE DELAY

Contractor 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 Contractor. Provided, however, that Contractor 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 Contractor an extension of time equal to the delay resulting from such cause or causes, or, at its option, terminate this Agreement.

XI. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

XII. 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, heard before an arbitrator selected by both parties or pursuant to a strike off, in accordance with the American Arbitration Association 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 attorney’s fees.

XIII. 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 Hastings:

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

If to Contractor:

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

XIV. NONDISCRIMINATION

UC Hastings prohibits discrimination against any person employed; seeking employment; or applying for or engaged in a paid or unpaid internship or training program leading to employment with UC Hastings College of the Law on the basis of race, color, national origin, religion, age, sex, gender, sexual orientation, gender expression, gender identity, gender transition status, sex- or gender-stereotyping, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, citizenship, or service in the uniformed services, including protected veterans. This policy is intended to be consistent with applicable state and federal laws and Hastings policies.

XV. DRUG-FREE WORKPLACE CERTIFICATION

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

XVI. W-9 FORM

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

XVII. ONSITE PARKING



There is no parking allowed in the college’s loading dock. Contractor may utilize the loading dock space to unload/load tools and materials, but then must park offsite.

XVIII. LABOR CODE PROVISIONS - GENERAL PREVAILING WAGE RATE

- A. Contractor shall comply with the provisions of applicable California law including but not limited to Sections 1770, et seq, of the Labor Code of the State of California.
- B. Contractor must be registered with the State of California Department of Industrial Relations for working on public works projects during the entire course of this agreement.
- C. The website to register with the State of California Department of Industrial Relations is as follows: <http://www.dir.ca.gov/Public-Works/SB854.html>.

XIV. CONFLICT OF INTEREST

- A. Contractor will not hire any employee of Hastings to perform any service covered by this Agreement.
- B. Contractor affirms that to the best of Contractor’s knowledge, there exists no actual or potential conflict between Contractor’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: _____
UNIVERSITY OF CALIFORNIA
HASTINGS COLLEGE OF THE LAW

Dated: _____
CONTRACTOR

RFP #90-0017
Title: On-Call Real Estate Brokerage Services
Due: 7/22/2020



UC HASTINGS
COLLEGE OF THE LAW

By: _____
David Seward
Chief Financial Officer

By: _____

Name: _____

_____ Title

Approved as to Form:
Dated: _____

_____ Federal Tax I.D. Number

_____ John DiPaolo
General Counsel

License #:
as issued by CSLB

DIR reg. #:



UC Hastings College of the Law

Non-Discrimination Policy

Definitions:

Gender: The sex of a person, including a person's gender identity, and gender expression.

Gender Expression: A person's gender-related appearance or behavior, or the perception of such appearance or behavior, whether or not stereotypically associated with the person's sex assigned at birth.

Gender Identity: Each person's internal understanding of their gender, or the perception of a person's gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender.

Gender Transition: The process some transgender people go through to begin living as the gender with which they identify, rather than the sex assigned to them at birth. This process may include, but is not limited to, changes in name and pronoun usage, facility usage, participation in employer-sponsored activities (e.g. wellness physical activities, teambuilding projects, or volunteering), or undergoing hormone therapy, surgeries, or other medical procedures.

Pregnancy: Includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth.

Protected Veteran: A veteran who is protected under the non-discrimination and affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; specifically, a veteran who may be classified as a "disabled veteran," recently separated veteran," "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined by 41 CFR 60-300.2.

Service in the Uniformed Services: Includes service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.

Sex: Includes, but is not limited to, pregnancy; childbirth; medical conditions related to pregnancy, childbirth, or breast feeding; gender; gender identity; and gender expression, or perception by a third party of any of the aforementioned.

Transgender: A general term that refers to a person whose gender identity differs from the person's sex assigned at birth. A transgender person may or may not have a gender expression that is different from the social expectations of the sex assigned at birth. A transgender person may or may not identify as "transsexual."



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EXHIBIT B

REFERENCE CHECK FORM

For Request for Proposal (RFP) No. RFP 90-0017 On-Call Real Estate Brokerage Services

PART A

Company Name (Respondent to RFP):

Contact Name: _____

Telephone No.: _____ E-mail: _____

PART B

Reference Company Information:

Name: _____

Address: _____

Contact Name: _____

Telephone No.: _____ E-mail: _____

Exhibit C

Pictures

EXAMPLE: 387 Golden Gate Avenue, San Francisco, CA 94102 as of September 30, 2020

Primary Entrance



Full View from Exterior Front Face

Exhibit C Pictures



Secondary Entrance

Exhibit C Pictures



Exhibit D

CAMPUS MAP

