



State of California • Arnold Schwarzenegger, Governor
State and Consumer Services Agency
DEPARTMENT OF GENERAL SERVICES
Real Estate Services Division • Professional Services Branch
707 Third Street, Suite 505 • West Sacramento, CA 95605 • (916) 375-4099
www.resd.dgs.ca.gov/psb/realestate

August 16, 2010

To: All Interested Parties

From: Department of General Services
Real Estate Services Division

**REQUEST FOR PROPOSAL FOR
COMMERCIAL REAL ESTATE CONSULTANT SERVICES
FOR PROCUREMENT OF LEASED OFFICE QUARTERS**

The State of California, Department of General Services, Real Estate Services Division (RESD), hereinafter State, is seeking proposals from qualified and California licensed commercial real estate brokerage firms with qualified personnel having previous experience in providing commercial real estate services in the procurement of leased office quarters for governmental and/or corporate clients.

Attached for your consideration is the Request for Proposal (RFP) and instructions for its completion. To be considered for the contract, your firm and the personnel assigned to the contract must meet the minimum qualifications stated in Section Five.

Please carefully review the entire RFP (RFP, key dates, contract agreement, all attachments and exhibits). Note that if you have any questions about any part of the RFP process and the proposal requirements, please submit written questions to State by 5 p.m., PST, August 30, 2010. The written questions ensure that all potential Proposers will receive consistent information about any question or issue. All written questions will be published on the Internet within ten (10) working days following the deadline for written questions.

The completed proposal must be received by the State on or before 5 p.m., PST, October 15, 2010. Proposals received after the specified date and time will be rejected.

Sincerely,

RENÉE FULWIDER
Manager

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REQUEST FOR PROPOSALS
For
Commercial Real Estate Services

Key Dates

Issuance of Proposal	August 16, 2010
Deadline for Written Questions	August 30, 2010
Final Proposal Submission Date	October 15, 2010
Screening and Evaluation of Proposals	October/November 2010
Interviews	November/December 2010 *
Consultant Selection	November/December 2010
Post Notice of Intent to Award	December 2010
Award Contract	December 2010

* Finalists will be notified of time and place of interviews.

Proposer(s) must mail six (6) complete copies of their material in a sealed package, including one unbound copy containing original signatures marked as "master copy" to:

Department of General Services
Professional Services Branch
Real Estate Services Division
707 Third Street, Fifth Floor, Suite 5-305
West Sacramento, CA 95605
Attention: Renée Fulwider

Or deliver them to:

Renée Fulwider, Manager
Department of General Services
Professional Services Branch
Real Estate Services Division
707 Third Street, Fifth Floor
West Sacramento, CA 95605

The outside of the sealed response package must be marked:

"State of California, Request for Proposal, Commercial Real Estate Services"

Costs (commissions) must be separately sealed in an envelope clearly marked "Costs"

Proposals must be received no later than 5 p.m., PST, October 15, 2010.

1. Introduction

The State of California, Department of General Services (DGS), Real Estate Services Division (RESD), hereinafter called the State, is requesting proposals from qualified and licensed commercial real estate brokerage firm(s), hereinafter referred to as Proposer(s), with qualified personnel having previous experience in providing commercial real estate services and planning/design services in the procurement of leased office quarters for governmental and/or corporate clients. These services shall include, but are not limited to: office space solicitation, site reviews, market and cost benefit analysis, lease negotiations, development of design documents, document preparation for new space build-to-suit, new space negotiated, new space bid and lease renewal renegotiation projects, research, studies and project reports, training sessions for State employees, and purchase and sale agreements in association with leased space.

2. Background

Pursuant to Government Code Section 14669, the Director of General Services may hire, lease, lease purchase, or lease with option to purchase any real property for use by any State agency, including the Department of General Services (DGS), if he deems the hiring or leasing is in the best interest of the State. Real Estate Services Division provides these services to other State agencies. The assignment, coordination and review of all projects pursuant to this proposal will be coordinated through an alliance with Real Estate Services Division.

3. Length and Geographic Service Area of Contract

The State will execute three separate contracts, one for each geographical area represented below. The term of the contracts shall be for an initial three-year period unless terminated earlier, with the State's sole option to renew for three additional one-year periods.

The service areas under this request for proposal shall represent three geographical areas of the State and out of State leases. The three geographical areas which will be represented by three separate contracts are **(1) Southern California** (Los Angeles, Ventura, Orange, San Bernardino, Riverside, San Diego, Imperial, Santa Barbara and San Luis Obispo counties); **(2) Sacramento Region** (Sacramento, Yolo, Placer, El Dorado, San Joaquin and Butte counties); and **(3) San Francisco Bay Area** and all **Out of State Leases** (San Francisco, San Mateo, Santa Clara, Alameda, Contra Costa and Marin counties; and out of State leases).

Proposer(s) shall indicate in their cover letter which geographical area they wish to participate or represent and must submit a separate proposal for each geographical area. Proposer(s) may participate or represent one, two or all geographical areas. Proposer(s), if successful, may be awarded one, two or all of the geographical areas indicated provided they meet the criteria established in this proposal.

4. Scope of Services

The selected Proposer(s) will be responsible for providing services on certain tasks to support the State's staff in the procurement of leased quarters for projects as assigned in the sole discretion of the State. The services which the selected Proposer(s) is to perform may include but will not be limited to the following:

Advertising (Space Solicitation):

Prepare and place advertisements for the assigned project in accordance with the State's policies and recommendations.

Site Search and Site Selection:

Coordinate and conduct site tours for assigned projects, analyze all responses, scrutinize each property and identify their building specifications, efficiency of floor plates, building design and construction, provide cost benefit analysis, and appear at public meetings as necessary for each site and other pertinent factors that will assist the State in the review and acceptance of proposed locations. All buildings and facilities housed by the State must comply with: Title 24 Handicap Compliance requirements; Americans with Disabilities Act; the State's asbestos, seismic policies and sustainability measures; public transportation requirements; fire life/safety regulations; and any other policies, procedures or practices the State may from time to time adopt.

Negotiations - Lease Renewals and New Lease Space:

Participate or conduct lease negotiations on assigned projects. The objective of the selected Proposer(s) is to secure for the State the best possible real estate transaction in conformance with all leasing and planning documents with maximum incentives and concessions consistent with professional ethics and the market conditions in accordance with the State's business practices and procedures, including using the State's lease document. All negotiations and negotiation strategy shall be directed by and coordinated through the State by submitting supporting documentation along with your firm's recommendations summarized in an agreed upon presentation format. The presentation format shall include all relative information related to the negotiations such as request for proposal letters, rental comparisons, operating expenses, tenant improvement allowances, statement of assumptions, comprehensive financial analysis, concessions, cost of parking, negotiation objectives, identification of deal breakers, development of best and worst case scenarios, environmental data, lease with purchase options, amendments, transactions, or any other real estate function that may be deemed necessary by the State. Negotiations can be conducted jointly or independently as directed by a State assigned representative.

Competitive Bid Projects:

Provide professional support to the State on those projects that require the competitive bidding process to be used. The selected Proposer(s) and their selected architectural firms will be required to participate in a training session on the State's bid procedures and exhibit 'A' drawing revised format and exhibit 'B' specifications. The objective of the selected Proposer(s) will be to advertise (space solicitation), conduct site tours, provide cost benefit analysis for each site, analyze all responses, and assist the State in review and acceptance of proposed locations. Selected Proposer(s) shall prepare all necessary bid documents (State standard bid documents), conduct bid openings, analyze all bids received (per State standards) and prepare documents in accordance with the section titled Document Preparation.

Planning/Design Services:

Architectural planning/design services shall be provided by a licensed architectural firm with a minimum five (5) years of professional experience in commercial work. Principal

architect, staff architect, interior designers and planners shall be LEED accredited or have equivalent sustainable/Green Design training and experience.

Provide professional design and/or space planning services on assigned project(s) to include but not be limited to, programming of new office criteria, site review of existing building(s) for code compliance (e.g., ADA, fire life/safety, etc.), project coordination, plan review, preparation of schematic/preliminary design documents and preparation of design development documents and specifications on various types of projects. For example: build-to-suit, new leased space, existing space alterations, alter-to-suit, lease renewals, etc., in privately owned buildings. All design services shall be performed in accordance with State standards and policies.

The selected Proposer(s) shall provide a final exhibit plan to be part of the lease package. Planning services provided shall also consist of periodic site inspections to ensure lease exhibit compliance. Site inspections shall be coordinated with the RESD planner. The architectural planning firm shall keep record of construction changes and provide the State with "as-built" drawings upon completion of the project in paper medium and electronic format, AutoCadd 2004 format preferred.

The Scope of Consultant Planning/Design Services is outlined below:

Project Evaluation:

- Planning consultant team shall attend kick-off meeting. Understand project scope and parameters. Prepare consultant project schedule.
- Review program, tour existing facility with RESD planner and tour new prospective sites, if relocation is required. Review ADA report and be familiar with deficiencies relating to project site.
- Field verify all "as-built" conditions and provide accurate AutoCad drawing to RESD planner.

Programming:

- Prepare Program Data based on information on program data sheet 4083. Provide Program Data to RESD planner for review, and obtain required signatures.
- Schedule meetings with client agency, prepare agenda, take meeting minutes and distribute to all parties, prepare status reports and provide schedule updates. Include RESD planner on all communication with client agency.
- Attend client agency meetings: Review program adjacencies, future growth, client objectives, common areas, special requirements (HVAC, electrical, data, telephone, security, cameras, card readers, bullet resistant glass, lobbies, training rooms, chemical/lab areas, conferencing, video conferencing, acoustics, signage and any other items that will affect leasing requirements).
- Provide either a "Facility Design Package" or an "Exhibit Plan" as requested by the RESD planner. Provide revisions as needed.
- Evaluate furniture requirements. Review use of existing furniture and equipment. Planning consultant to measure and inventory existing equipment and any freestanding furniture to be re-used. If new modular systems furniture (MSF) is required, develop MSF typicals. Verify power and data needs with client agency.

Planning:

- Provide schematic block plan showing adjacencies and overall layout within building. Provide revisions as needed.

- Provide preliminary “Exhibit Plan” and present to client agency. Document all required revisions.
- Review preliminary plan with State Fire Marshal prior to final “Exhibit Plan.”
- Provide furniture layout with typicals. Indicate all power poles, electrical and voice/data locations. Upon approval, provide final furniture plans and typicals to vendor.
- Exhibit drawings shall be on RESD title block, and shall include, but not be limited to: site plan, location map, Fire Life/Safety Plan (exiting), square footage analysis based on State’s modified BOMA standards and occupant load, exit signage locations, partition layout, door swings, electrical, voice/data, and critical dimensions. Label rooms per program data sheets, include preliminary lighting requirements, soffited areas, special air conditioning requirements, acoustic requirements, equipment rooms. Provide interior finish schedule and finish locations on plan. Include elevations and details of special areas and millwork.
- Obtain project specific specifications and incorporate into “Exhibit B”, Division 3. Include agency’s special provisions such as communications, security and video monitoring specifications, etc. “Add” or “Delete” paragraphs or sentences by reference to Division 1 and Division 2.
- Obtain agency approval on “Facility Design Package” or “Exhibit Plan”. Provide original and electronic copy to RESD planner, and two copies to the client agency, or provide “Exhibit Plan” on RESD title block and electronic copy to RESD planner; complete specifications Exhibit ‘B’ and Exhibit ‘C’ lessor compliance procedures of lease document.
- Obtain RESD manager approval on “Exhibit Plan” or on “Facility Design Package”. Obtain State Fire Marshal approval on “Exhibit Plan”. Make copies of all documents and outline tenant occupied suite on “Exhibit Plan”.

Construction:

- Review and compare construction documents with “Exhibit” requirements. Provide comments to RESD planner and coordinate with architect.
- Attend all construction meetings; provide meeting minutes and weekly updates to RESD planner. Coordinate questions and clarifications during construction.
- Obtain documentation and costs for change orders.
- Schedule and attend punch list walk-through. Include final inspection of tenant improvements and MSF; compile and distribute punch list to RESD planner and contractor.
- Follow-up on punch list items and check for completeness.
- Provide RESD planner all close-out documents, and AutoCad plans on disk.

Document Preparation:

Upon completion of negotiations or competitive bidding, selected Proposer(s) shall provide the State with an execution package, which is to include approved final lease document, form-6 (lease project memorandum), floor plan-exhibit ‘A’, drawings provided in the State’s format title block, specifications Exhibit ‘B’, Exhibit ‘C’ lessor compliance procedures of lease document, other exhibits to lease (if any), all other related agreements (if any), environmental documents, commission agreements, and all other compensation agreements payable to your firm by third parties. All forms used in final lease package shall be State provided or approved documents. Presentation of final lease package will be in accordance with existing State standards.

Coordination:

All services that the selected Proposer(s) is to provide will be managed and coordinated by assigned State staff member(s). The State assigned staff member(s) may be a different person(s) on any given project. The responsibility of the staff member(s) is to act as liaison for all parties involved in the transaction and to assure that all objectives are being met. All pertinent aspects of the total transaction such as lease negotiations and planning/design services shall be coordinated through the assigned State staff member(s). Upon final execution of the lease package, selected Proposer(s) shall provide a summary of all lease negotiations, and supporting documentation. Following the completion of the transaction, a joint review will be conducted to evaluate the success of the transaction and identify future quality enhancements.

Technology:

The selected Proposer(s) shall be responsible for establishing seamless electronic communication with the State to allow direct "one-to-one" data transfer between the State and all the selected Proposer(s)'s communication base locations. Electronic communication shall be capable of transferring word processing documents, spreadsheets, visual presentations, database data files, CADD drawings, etc. in native file format. Selected Proposer(s) shall ensure e-mail connectivity with the State Microsoft Outlook via remote use or internet access. Selected Proposer(s) shall ensure File Transfer Protocol (FTP) access to either State FTP server or provide FTP access for State staff to their server. If it is determined that selected Proposer(s)'s computer technology is not compatible with the States' technology, selected Proposer(s) shall be responsible for providing compatible technology to match that of the State.

The current computer technology in the State consists of Microsoft Office – Excel, Word, Power Point, Access, AutoCad, and Visio. The computer technology is subject to change as necessary.

Training:

To insure the quality of service to our clients and a smooth transition of the selected Proposer(s), a training session on how the State conducts its business of acquiring leased office quarters will be given. It will be required that the selected Proposer(s) participate in the training session prior to any project assignments. The training session will discuss leasing procedures, discussion of the State's lease document, State's programming and planning policies, use of all pertinent forms used in a lease transaction, negotiation techniques and coordination of the selected Proposer(s) with related parties of the transaction. Selected Proposer(s) to sponsor real estate training for State personnel as may be necessary.

5. Minimum Qualifications and Proposal Requirements

Please note that responses to this RFP are sought only from experienced Proposer(s) who can demonstrate their ability to perform and who have personnel with a proven track record of success in providing commercial real estate leasing services involving large scale commercial leasing for governmental or corporate clients.

Minimum Qualifications:

Proposer(s) must meet all of the following qualifications to be given consideration. Failure to satisfy each of the qualifications may result in the immediate rejection of the proposal.

- A. The firm, organization or company must be a licensed real estate broker pursuant to Business and Professions Code 10130 Et Seq. in good standing in the State of California as of August 1, 2010 and throughout the term of the contract. Lead Contact/Contract Manager and other key real estate professional(s) that will be assigned to the contract who will be performing any of the acts covered by Business and Professions Code 10130 Et Seq. must be licensed as required therein.
- B. Proposer(s) must have an office, which has been continuously operated for the last three (3) years, in the geographical area(s) they wish to provide services except for out of state locations and the Lead Contact/Contract Manager(s) must be physically located in the geographical area(s) Proposer(s) wish to represent.
- C. The Lead Contact/Contract Manager assigned to the contract and responsible for the coordination and execution of the work must have a minimum of ten (10) years experience in providing commercial real estate brokerage leasing services involving large scale commercial properties for governmental and/or corporate clients. The Lead Contact/Contract Manager must have completed during the five (5) year period beginning August 1, 2005 and ending July 31, 2010, at least twenty-five (25) leasing transactions with an aggregate total of at least 200,000 leased square feet wherein the Lead Contact/Contract Manager represented the tenant.
- D. Proposer(s) must identify specific key real estate professionals in addition to Lead Contact/Contract Manager, who are currently employed by Proposer that will be assigned to projects in each geographical area(s) they wish to represent. The maximum key real estate professionals assigned to each geographical area will be: three (3) for Southern California Region; five (5) for Sacramento Region (3 office space and 2 industrial); and three (3) for San Francisco Bay Region and all Out of State Leases. Each key real estate professional assigned to this contract must have a minimum of seven (7) years experience in their respective area(s) of expertise of commercial real estate brokerage services within the geographical area(s) Proposer(s) wish to represent. The State, at its sole option, may adjust the maximum number of key real estate professionals.
- E. Proposer(s) must identify at least two (2) but not more than three (3) licensed architectural firms that may provide planning/design services. Each architectural professional must have a minimum of five (5) years of professional experience in commercial leasing planning and design services and be LEED accredited or have equivalent sustainable/Green Design training and experience.
- F. Proposer(s) must provide insurance as specified in Article 3.0 of Exhibit D.

Proposal Requirements:

All of the information requested must be provided in the prescribed format. A proposal which does not provide the information requested will be rejected unless the State determines, in its sole discretion, that the omission is an immaterial deviation or defect in the proposal and may be corrected without undue prejudice to other competing proposals.

As a minimum, the proposal shall provide the following information:

- A. General: Proposer(s) seeking consideration must complete and return to State a cover letter and all portions requiring Proposer(s) information of the enclosed Attachment I and Attachment II, by 5:00 PM PST on October 15, 2010.
- B. Cover Letter: A cover letter, which shall be considered an integral part of the proposal, shall be signed by the individual(s) who is/are authorized to bind the Proposer contractually. This cover letter must indicate the signer is so authorized and must indicate the title or position which the signer holds in the Proposer's firm. The letter shall also contain: the firm's name, address and telephone number; a statement expressing the Proposer's unequivocal commitment and ability to perform the services as described in this RFP as well as a statement as to the availability of the Lead Contact/Contract Manager and other key real estate professional(s) and support staff that will be assigned to the contract and other required resources to perform all services described; a statement of how the firm, organization or company and the Lead Contact/Contract Manager meet the minimum qualifications including a statement that the Lead Contact/Contract Manager has over ten (10) years experience in providing commercial real estate leasing services involving large scale commercial transactions for governmental and/or corporate clients; an explanation of result oriented systems and/or mechanisms used to measure customer satisfaction and correct deficiencies; a statement that the information contained in the proposal is accurate to the best of the Proposer's knowledge and belief; and a statement to the effect that the proposal is a firm and irrevocable offer for one year.
- The Proposer must indicate in the cover letter which geographical area they wish to represent as defined in Section 3. NOTE: Proposer must submit a separate proposal for each geographical area they wish to represent.
- C. Compensation Schedule: Proposer must submit a compensation schedule in the form of a commission percentage and as outlined in Section 6, Item 13 for the services to be rendered under this proposal. The compensation schedule, as submitted, shall be guaranteed by Proposer for the maximum three-year term of the contract, and any extensions thereof, if exercised by the State.
- D. Company/Firm Information: Provide the name of business entity (including any fictitious business names), date of incorporation or date founded, history of the firm including a description of the Proposer's past three years experience, details of entity's business structure (corporation, partnership, LLC), organization chart of business entity, statement(s) on financial integrity of all entities related to the company/firm or joint venture that will be involved in the contract, number and location of offices located in California, number and location of office(s) in other states and or countries, number of licensed brokers and number of agents/salespersons employed by company/firm.
- E. Contact Information: Provide the location where the management and coordination of services will be performed. Proposer(s) must have an office, which has been continuously operated for the last three years, in the geographical area they wish to provide services except for out of State locations. Provide the name and title of Lead Contact/Contract Manager representative for the coordination and execution of work and other key real estate professional(s) that will be assigned to the contract including resumes of education, experience and qualifications, any unique qualification(s)

related to experience, copies of California broker/salesperson licenses, phone numbers, mailing addresses, website, e-mail addresses and their areas of responsibility in servicing the contract. The Lead Contact/Contract Manager must be physically located in the geographical area they wish to represent and have a minimum of ten (10) years experience in providing commercial real estate brokerage leasing services involving large scale commercial properties for governmental and/or corporate clients. Each key real estate professional assigned to this contract must have a minimum of seven (7) years experience in their respective area(s) of expertise of commercial real estate brokerage services within the geographical area(s) Proposer(s) wish to represent.

F. Litigation: Provide a list of any outstanding litigation in which Proposer is a named party.

G. Qualifying Experience - Real Estate Professionals: Proposer(s) must provide a list of all commercial leasing transactions that occurred any time during the five (5) year period beginning August 1, 2005 and ending July 31, 2010 wherein the Lead Contact/Contract Manager or key real estate professional(s), as applicable, was involved. Identify each transaction by the Lead Contact/Contract Manager or individual key real estate professional. Provide the names of Lessor and tenant and who the Lead Contact/Contract Manager or key real estate professional represented (tenant or Lessor). Also identify the client as either 1) private sector; 2) State; or 3) other government entity. Include the property address; product type, i.e. office, industrial, land; total leased square footage; and lease date. In order to include a specific transaction, the Lead Contact/Contract Manager or key real estate professional(s) must have actively represented the client. The experience and performance of the Lead Contact/Contract Manager or key real estate professional(s) is not restricted to experience and performance with a specific firm.

H. Qualifying Experience - Planning/Design Services: Proposer(s) must provide the names of architectural firms they will contract with for planning/design services. Proposer(s) to also provide documentation that substantiates the architectural firms have a minimum of five (5) years of professional experience in commercial work, LEED credentials and/or equivalent sustainable/Green Design training.

I. Business References: Proposer(s) must provide a minimum of five (5) business references from government and/or corporate clients for the Lead Contact/Contract Manager and three (3) business references from government and/or corporate clients for the firm, organization or company.

J. Market Information Database: Proposer shall provide a list of market research information and/or data sources that will be made available to the State at no additional cost.

K. Electronic Communication: The Proposer shall provide information regarding its capability to establish seamless electronic communication with the State to allow "one-to-one" data transfer between RESD staff and all the Proposer's communication base locations. Electronic communication shall be capable of transferring word processing documents, spreadsheets, visual presentations, database data files, CADD drawings, schedules, etc. in compatible native file formats. If it is determined that Proposer's computer technology is not compatible with the State's technology, Proposer shall be responsible for providing compatible technology to match that of the State. The State currently utilizes Microsoft XP Professional Version 2002, Service

Pack 2; Microsoft Office 2003; Adobe Acrobat Version 8 Professional; AutoCAD 2009; and Adobe Reader Version 9. 100% compatible (or backward compatible) applications are acceptable.

6. Basis for Consultant Award

The State's prime objective in the selection process will be to evaluate each proposal on its merit and select the Proposer(s) receiving the highest total points to provide the required services.

All proposals will be evaluated by the State, which will make an award based on the criteria herein. Evaluation will be based on the content of the written proposal and site tour/interview.

Evaluation: All Proposers that meet the minimum qualifications in Section 5 will undergo an evaluation of each Proposer's qualifications by a team of reviewers selected from the Real Estate Services Division. Team members will individually evaluate the Proposer's responses based on "factors for evaluation" below and score each proposal in accordance with the points allowed as indicated below. Maximum total points are 1,000 including the finalist interview.

Factors to be considered in evaluating the Proposer(s) will be:

1. The professional, technical, educational and managerial qualifications of person(s) that will be assigned to the project. (Total Maximum points = 75).
2. Quality of the proposal in terms of understanding the proposed contract, assessment of ability to perform the required services in a timely manner and overall approach to successful completion of the contract. (Total Maximum points = 75).
3. Experience in corporate alliance real estate consulting (public or private) in terms of volume of work performed, a summary of clients and related projects and individual references from a minimum of five corporate alliance clients (business references must be returned with proposal). (Total Maximum points = 75).
4. Financial status of the Proposer. Proposers should demonstrate financial/organizational strength and staying power for the term of the contract. (Total Maximum points = 25).
5. Statement of your firm's philosophy as it relates to ethics in the conduct of business and concrete measurable plans and procedures establishing your firm's strategic direction for quality attainment. (Total Maximum points = 25).
6. Result oriented systems or mechanisms for measuring customer satisfaction and correcting deficiencies. (Total Maximum points = 25).
7. Effective educational and training programs to continually enhance the skills and knowledge of your staff as well as the State's staff to assure continuous improvement and success of the contract. (Total Maximum points = 25).
8. Identification of computer technology and information system capabilities necessary to evaluate financial alternatives, generate and transmit lease documents, design documents (CAD), correspondence, and web based status reports and web based market data for a given geographical area. (Total Maximum points = 25).

9. Indication of other value added services which will enhance the alliance between your firm and the State to assure continued improvement and success throughout the length of the contract. (Total Maximum points = 25).
10. Each Proposer must demonstrate that they have the personnel and resources available to adequately represent all the counties defined in the geographical area of the contract (Total Maximum points = 75).
11. Experience completing leased facilities transactions with the State of California, and knowledge of the State's business practices and procedures (Total Maximum points = 100).
12. Presentation/Interview (Total Maximum points = 175).

Proposer(s) rated as satisfactory within the top three highest scores in each geographical area represented, excluding the presentations provided herein and commissions, will be required to conduct an oral presentation/interview at a time and place to be announced. The presentation will provide an opportunity for Proposer to further communicate their capabilities and present methods on how they would deliver State operational requirements in contrast to typical requirements of private sector tenants. The lead contact person for the team in their respected geographical area must also be the lead person at the presentation. At the presentation the Proposer(s) may be given a sample project and asked to present the methods necessary to carry out the project. The presentation/interview score added to the evaluation team score and commissions will constitute the score for each finalist. The State may choose to conduct the presentation/interview at the Proposers place of business (Total Maximum points = 175).

13. Compensation for services. (Total Maximum points = 275).

Compensation for scope of services as indicated in this proposal shall be through commercial real estate brokerage commissions paid by third party associations (building owners or agents). The State will not incur any responsibility of expenses for the services rendered by the Proposer. Proposer shall warrant that quoted fees are the only compensation (direct or indirect) that he, she or it will receive from transactions completed under this RFP. Proposer(s) should submit compensation guidelines for the scope of services indicated in this proposal. All compensation for scope of services must be reflected as a percentage of the gross rental amount and be considered common practice for the commercial real estate brokerage industry. After all commission submittals have been compiled, the lowest commission will be labeled Commission A. The broker submitting the lowest cumulative commission (Commission A) will receive 275 points. Each other broker will receive points per the following calculation:

Commission A x 275 points ÷ Proposed Commission = Score

For purposes of evaluation, assume a five-year term, 10,000 s.f., @ \$1.50/s.f./mo.
An example of the scoring process is shown below. The following example is for demonstration purposes only and is not intended as a recommendation.

Proposer	Fee	Area	Rate	Term	Lease \$ Value	Commission	Score
A	1.2%	10,000 s.f.	\$1.50/sf/mo	60 mos.	\$900,000	\$10,800	275
B	1.5%	10,000 s.f.	\$1.50/sf/mo	60 mos.	\$900,000	\$13,500	220
C	2.0%	10,000 s.f.	\$1.50/sf/mo	60 mos.	\$900,000	\$18,000	165
D	2.3%	10,000 s.f.	\$1.50/sf/mo	60 mos.	\$900,000	\$20,700	144
E	2.5%	10,000 s.f.	\$1.50/sf/mo	60 mos.	\$900,000	\$22,500	132

Clarification:

Proposer(s) may be requested to clarify contents of their proposal package. No Proposer(s) will be allowed to alter its proposal after the final filing date.

Background and reference checks of each finalist may be conducted and rated as satisfactory or unsatisfactory by the committee.

Final Total Score and Award of the Contract:

1. Contract award will be made to the responsive, responsible Proposer(s) having highest total score, subject to ratification of the selection process and contract terms by the Department of General Services, Office of Legal Services.

All respondents will be notified of the outcome of the Request for Proposal process. Notice of the Intent to Award will be posted in the RESD office for five (5) days before the award of contract is made.

2. The contract will be executed on the Standard Agreement, Form STD 213, shown as Attachment I, and will include all provisions required in State contracts.

Protest Procedures:

Pursuant to Public Contract Code Section 10345, Proposer(s) may file a protest against the awarding of the contract. The protest must be filed during the five (5) working days that the proposed award is posted. Within five (5) days after filing the protest, the protesting bidder shall file with the Department of General Services a full and complete written statement specifying the grounds for the protest. Protests are limited to the following grounds:

1. The State failed to follow Request for Proposal procedures stated;
2. The State used the incorrect method to determine contract award;
3. The State failed to follow evaluation and rating methods as specified in the Request for Proposal;
4. The State proposes to award contract to other than Proposer(s) receiving the highest rating(s).

A protest may not be filed contesting the rating factors or the weight given those factors. Once a protest has been filed, the contract may not be awarded until either the protest is withdrawn or the Department of General Services has decided the matter.

Protests shall be in writing and delivered to:

Department of General Services
Professional Services Branch
Real Estate Services Division
707 Third Street, 5th Floor, Suite 5-305
West Sacramento, California 95605-2811
Attn: Renée Fulwider, Manager

And to:

Department of General Services
Office of Legal Services
707 Third Street, 7th Floor
West Sacramento, California 95605-2811

7. Proposal Submission Criteria

This proposal is an invitation to respond only and is not an offer or agreement to hire or to provide services. It shall not in any manner be construed to be an obligation on the State's part to enter into a contract or result in any claim for reimbursement for costs or efforts you expend in responding to this request including preparation, submission, and/or presentation of proposal(s). The State will not be bound by any proposal received, and reserves the right to reject any or all proposals. Submissions shall become the property of the State without obligation and subject to public inspection.

Please submit six (6) copies of your proposal in a sealed package including one (1) unbound copy containing original signatures marked "**Master Copy**" to:

Department of General Services
Professional Services Branch
Real Estate Services Division
707 Third Street, 5th Floor, Suite 505
West Sacramento, California 95605-2811
Attn: Renée Fulwider, Manager

Costs (commissions) must be separately sealed in an envelope clearly marked "Costs".

The outside of the sealed response package must be clearly labeled "State of California, Request for Proposal, Commercial Real Estate Services". Proposals must be received by the State at the above address by 5:00 PM PST on October 15, 2010.

The State is not responsible for receipt of any proposal improperly labeled.

A Proposer(s) may withdraw the proposal any time prior to the final filing date and time by written notification to the State signed by an authorized agent. The proposal may thereafter be

resubmitted, but NOT after the final filing date and time. Modification offered in any other manner, oral or written, will not be considered.

8. Special Conditions

Errors and Omissions:

If a Proposer(s) discover(s) any ambiguity, conflict, discrepancy, omission or other error in this RFP, s/he shall immediately notify the State of such error in writing and request clarification or modification of the document.

Modifications to this RFP will be made by addenda issued pursuant to the Addenda Paragraph, below. Such clarifications will be posted to the Internet, without divulging the source of the request. If a Proposer(s) fails to notify the State of a known error prior to the Final Proposal Submission Date or an error that reasonably should have been known, he/she shall assume the risk of proposing. If awarded the Contract, he/she shall not be entitled to additional compensation or time by reason of the error or its later correction.

Questions Regarding the RFP:

Proposer(s) requiring clarification of the intent and content of the RFP, or on the competitive proposal process, may request clarification only by submitting written questions to:

Department of General Services
Professional Services Branch
Real Estate Services Division
707 Third Street, 5th Floor, Suite 5-305
West Sacramento, California 95605-2811
Attn: Renée Fulwider, Manager

Questions must be received by August 30, 2010. Questions and answer sets will be posted to the Internet within ten (10) working days, following the deadline for the questions. The source of the request for clarification will not be identified.

Any verbal representations made by RESD staff or persons affiliated with RESD are not binding on the State or the Proposer(s) and cannot be interpreted as modifications or clarifications of this RFP.

Proposers are prohibited from discussing the RFP or proposal details with RESD staff other than Reneé Fulwider.

Addenda:

The State may modify any part of the RFP, prior to the date fixed for submission of final proposals, by issuance of an addendum that will be posted to the Internet. Addenda will be numbered consecutively.

Other Criteria:

Right to reject any or all proposals:

The policy of the State is to solicit proposals with a sincere intention to award a contract. This policy will not affect the State's right in its sole and absolute discretion to reject any or all proposals.

Proposer's cost:

All costs for developing proposals and attending conferences and/or interviews are entirely the responsibility of the Proposer(s) and shall not be chargeable to the State.

If the State exercises its right to terminate this contract, the State shall have the option to hire the next successful high bidder for the remaining term of the contract.

9. Conflict of Interest

Full disclosure of any potential conflicts of interest as they relate to any/specific transactions must be identified to the State. The selected Proposer(s), its employees and agents, hereby acknowledge their understanding of the concern expressed by the State about the potential existence of any conflict of interest and/or influence arising from this project and the Proposer's prior or future dealings with property owners.

The selected Proposer(s) hereby additionally and specifically agrees to the conditions as they relate to the terms of this paragraph:

1. Selected Proposer(s) must disclose any and all buildings or properties in which the Proposer(s) has any formal relationship or agency.
2. Selected Proposer(s) must disclose any personal or family financial involvement or ownership in properties under consideration.
3. Selected Proposer(s) should warrant that quoted fees are the only compensation (direct or indirect) that he, she or it will receive from this transaction.
4. In the event the State chooses a building for which the selected Proposer(s) is the representative or has interest in ownership, the State would have the right to bring in another advisor to review the transaction. The selected Proposer(s) shall reimburse the State for retention of a third party review of the transaction.
5. All other disclosure which may be reasonably relevant to the concerns expressed above. Violation of any of the above can result in termination of the contract.

10. Disabled Veterans Business Enterprise Compliance

In accordance with Title 2, Administration, Section 1896.62 (b) of the California Code of Regulations, the Department has waived this requirement.

Attachment I

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

	AGREEMENT NUMBER
	REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

<small>STATE AGENCY'S NAME</small>	DEPARTMENT OF GENERAL SERVICES
<small>CONTRACTOR'S NAME</small>	

2. The term of this Agreement is: **March 1, 2011** through **February 28, 2014**
 With the State's option to renew for three (3) one (1) year terms

3. The maximum amount of this Agreement is: **\$ Compensation to be paid from Lessor, pursuant to Exhibit B**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Statement of Services and Scope of Work	7 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
<small>Check mark one item below as Exhibit D:</small>	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this	6 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	_____ page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME <i>(if other than an individual, state whether a corporation, partnership, etc.)</i>		
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
		<input type="checkbox"/> Exempt per:

Exhibit A
SCOPE OF SERVICES

1.0 STATEMENT OF SERVICES:

The Contractor will be responsible for providing services in (insert specific geographical region) on certain tasks to support the State's staff in the Commercial Real Estate procurement of office space, warehouse space, land, and other office space leased for projects as assigned in the sole discretion of RESD. The services which the Contractor is to perform may include but will not be limited to the following:

Advertising (Space Solicitation):

Prepare and place advertisements for the assigned project in accordance with the State's policies and recommendations.

Site Search and Site Selection:

Coordinate and conduct site tours for assigned projects, analyze all responses, scrutinize each property and identify their building specifications, efficiency of floor plates, building design and construction, provide cost benefit analysis, and appear at public meetings as necessary for each site and other pertinent factors that will assist the State in the review and acceptance of proposed locations. All buildings and facilities housed by the State must comply with: Title 24 Handicap Compliance requirements; Americans with Disabilities Act; the State's asbestos, seismic policies and sustainability measures; public transportation requirements; fire life/safety regulations; and any other policies, procedures or practices the State may from time to time adopt.

Negotiations - Lease Renewals and New Lease Space:

Participate or conduct lease negotiations on assigned projects. The objective of the Contractor is to secure for the State the best possible real estate transaction in conformance with all leasing and planning documents with maximum incentives and concessions consistent with professional ethics and the market conditions in accordance with the State's business practices and procedures, including using the State's lease document. All negotiations and negotiation strategy shall be directed by and coordinated through RESD by submitting supporting documentation along with your firm's recommendations summarized in an agreed upon presentation format. The presentation format shall include all relative information related to the negotiations such as request for proposal letters, rental comparisons, operating expenses, tenant improvement allowances, statement of assumptions, comprehensive financial analysis, concessions, cost of parking, negotiation objectives, identification of deal breakers, development of best and worst case scenarios, environmental data, lease with purchase options, amendments, transactions, or any other real estate function that may be deemed necessary by the State. Negotiations can be conducted jointly or independently as directed by a RESD assigned representative.

Competitive Bid Projects:

Provide professional support to the State on those projects that require the competitive bidding process to be used. The Contractor and their selected architectural firm will be required to participate in a training session on the State's bid procedures and exhibit 'A' drawing revised format and exhibit 'B' specifications. The objective of the Contractor will be to advertise (space solicitation), conduct site tours, provide cost benefit analysis for each site, analyze all responses, and assist the State in review and acceptance of proposed locations. Contractor shall prepare all necessary bid documents (State standard bid documents), conduct bid openings, analyze all bids received (per State standards) and prepare documents in accordance with the section titled Document Preparation.

Planning/Design Services:

Architectural planning/design services shall be provided by a licensed architectural firm with a minimum five (5) years of professional experience in commercial work. Principal architect, staff architect, interior designers and planners shall be LEED accredited or have equivalent sustainable/Green Design training and experience.

Provide professional design and/or space planning services on assigned project(s) to include but not be limited to, programming of new office criteria, site review of existing building(s) for code compliance (e.g., ADA, fire life/safety, etc.), project coordination, plan review, preparation of schematic/preliminary design documents and preparation of design development documents and specifications on various types of projects. For example, build-to-suit, new leased space, existing space alterations, alter-to-suit, lease renewals, etc., in privately owned buildings. All design services shall be performed in accordance with State standards and policies.

The Contractor shall provide a final exhibit plan to be part of the lease package. Planning services provided shall also consist of periodic site inspections to ensure lease exhibit compliance. Site inspections shall be coordinated with the RESD planner. The architectural planning firm shall keep record of construction changes and provide the State with "as-built" drawings upon completion of the project in paper medium and electronic format, AutoCadd 2004 format preferred.

The Scope of Consultant Planning/Design Services is outlined below:

Project Evaluation:

- Planning consultant team shall attend kick-off meeting. Understand project scope and parameters. Prepare consultant project schedule.
- Review program, tour existing facility with RESD planner and tour new prospective sites, if relocation is required. Review ADA report and be familiar with deficiencies relating to project site.
- Field verify all "as-built" conditions and provide accurate AutoCad drawing to RESD planner.

Programming:

- Prepare Program Data based on information on program data sheet 4083. Provide Program Data to RESD planner for review, and obtain required signatures.
- Schedule meetings with client agency, prepare agenda, take meeting minutes and distribute to all parties, prepare status reports and provide schedule updates. Include RESD planner on all communication with client agency.
- Attend client agency meetings: Review program adjacencies, future growth, client objectives, common areas, special requirements (HVAC, electrical, data, telephone, security, cameras, card readers, bullet resistant glass, lobbies, training rooms, chemical/lab areas, conferencing, video conferencing, acoustics, signage and any other items that will affect leasing requirements).
- Provide either a “Facility Design Package” or an “Exhibit Plan” as requested by the RESD planner. Provide revisions as needed.
- Evaluate furniture requirements. Review use of existing furniture and equipment. Planning consultant to measure and inventory existing equipment and any freestanding furniture to be re-used. If new modular systems furniture (MSF) is required, develop MSF typicals. Verify power and data needs with client agency.

Planning:

- Provide schematic block plan showing adjacencies and overall layout within building. Provide revisions as needed.
- Provide preliminary “Exhibit Plan” and present to client agency. Document all required revisions.
- Review preliminary plan with State Fire Marshal prior to final “Exhibit Plan”.
- Provide furniture layout with typicals. Indicate all power poles, electrical and voice/data locations. Upon approval, provide final furniture plans and typicals to vendor.
- Exhibit drawings shall be on RESD title block, and shall include, but not be limited to: site plan, location map, Fire Life/Safety Plan (exiting), square footage analysis based on State’s modified BOMA standards and occupant load, exit signage locations, partition layout, door swings, electrical, voice/data, and critical dimensions. Label rooms per program data sheets, include preliminary lighting requirements, soffited areas, special air conditioning requirements, acoustic requirements, equipment rooms. Provide interior finish schedule and finish locations on plan. Include elevations and details of special areas and millwork.
- Obtain project specific specifications and incorporate into “Exhibit B”, Division 3. Include agency’s special provisions such as communications, security and video monitoring specifications, etc. “Add” or “Delete” paragraphs or sentences by reference to Division 1 and Division 2.
- Obtain agency approval on “Facility Design Package” or “Exhibit Plan”. Provide original and electronic copy to RESD planner, and two copies to the client agency, or provide “Exhibit Plan” on RESD title block and electronic copy to RESD planner; complete specifications Exhibit ‘B’ and Exhibit ‘C’ lessor compliance procedures of lease document.
- Obtain RESD manager approval on “Exhibit Plan” or on “Facility Design Package”. Obtain State Fire Marshal approval on “Exhibit Plan”. Make copies of all documents and outline tenant occupied suite on “Exhibit Plan”.

Construction:

- Review and compare construction documents with “Exhibit” requirements. Provide comments to RESD planner and coordinate with architect.
- Attend all construction meetings; provide meeting minutes and weekly updates to RESD planner. Coordinate questions and clarifications during construction.
- Obtain documentation and costs for change orders.
- Schedule and attend punch list walk-through. Include final inspection of tenant improvements and MSF; compile and distribute punch list to RESD planner and contractor.
- Follow-up on punch list items and check for completeness.
- Provide RESD planner all close-out documents, and AutoCad plans on disk.

Document Preparation:

Upon completion of negotiations or competitive bidding, Contractor shall provide RESD with an execution package, which is to include approved final lease document, form-6 (lease project memorandum), floor plan-exhibit ‘A’, drawings provided in the RESD format title block, specifications Exhibit ‘B’, Exhibit ‘C’ lessor compliance procedures of lease document, other exhibits to lease (if any), all other related agreements (if any), environmental documents, commission agreements, and all other compensation agreements payable to Contractor’s firm by third parties. All forms used in final lease package shall be State provided or approved documents. Presentation of final lease package will be in accordance with existing State standards.

Other value added services: (to be added from winning proposal).

2.0 COORDINATION:

All services that the Contractor is to provide will be managed and coordinated by assigned RESD staff member(s). The RESD assigned staff member(s) may be a different person(s) on any given project. The responsibility of the staff member(s) is to act as liaison for all parties involved in the transaction and to assure that all objectives are being met. All pertinent aspects of the total transaction such as lease negotiations and planning/design services shall be coordinated through the assigned RESD staff member(s). Upon final execution of the lease package, Contractor shall provide a summary of all lease negotiations and supporting documentation. Following the completion of the transaction, a joint review will be conducted to evaluate the success of the transaction and identify future quality enhancements.

3.0 TECHNOLOGY:

The Contractor shall be responsible for establishing seamless electronic communication with RESD to allow direct “one-to-one” data transfer between RESD and all the Contractor’s communication base locations. Electronic communication shall be capable of transferring word processing documents, spreadsheets, visual presentations, database data files, CADD drawings, etc. in native file format. Contractor shall ensure e-mail connectivity with RESD Microsoft Outlook via remote use or internet access. Contractor shall ensure File Transfer

Protocol (FTP) access to either RESD FTP server or provide FTP access for RESD staff to their server. If it is determined that Contractor's computer technology is not compatible with the States' technology, Contractor shall be responsible for providing compatible technology to match that of the RESD.

The current computer technology in RESD consists of Microsoft Office – Excel, Word, Power Point, Access, AutoCad, and Visio. The computer technology is subject to change as necessary.

4.0 TRAINING:

To insure the quality of service to our clients and a smooth transition of the Contractor, a training session on how the State conducts its business of acquiring leased office quarters will be given. It will be required that the Contractor participate in the training session prior to any project assignments. The training session will discuss leasing procedures, discussion of the State's lease document, State's programming and planning policies, use of all pertinent forms used in a lease transaction, negotiation techniques and coordination of the Contractor with related parties of the transaction. Contractor to sponsor real estate training for State personnel as may be necessary.

5.0 QUALIFICATIONS:

Contractor must be a licensed real estate broker in good standing in the State of California throughout the term of this agreement. Lead Contact/Contract Manager and other key real estate professional(s) assigned to the contract who will be performing any of the acts covered by the Business and Professions Code 10130 Et. Seq. must be licensed throughout the term of this agreement.

Contractor must provide resumes of education, experience and qualifications of personnel who will be assigned to the project in each trade area within the parameters of the geographical area covered by the contract. The Lead Contact/Contract Manager must have a minimum of ten (10) years experience providing commercial real estate brokerage leasing services involving large scale commercial properties for governmental and/or corporate clients. The Lead Contact/Contract Manager must have completed during the five (5) year period beginning August 1, 2005 and ending July 31, 2010, at least fifty (25) leasing transactions with an aggregate total of at least 200,000 leased square feet wherein the Lead Contact/Contract Manager represented the tenant.

The contract manager who will be the lead contact with the State for the coordination and execution of work is:

Contractor agrees that the Lead Contact/Contract manager will be physically located at the following address:

Contractor will perform the management and coordination of services in:

_____ California

Contractor will maintain an office in the geographical area(s) they wish to provide services except for out of State locations.

Contractor shall not remove Lead Contact/Contract Manager prior to the completion of his/her assignment under the project without the prior written approval of the State, which approval is in the State's absolute discretion. Contractor shall nominate a replacement individual to the State and shall not remove any individual from the project until his/her replacement has been approved by the State. The State reserves the right to request the removal of any Contractor personnel assigned to the project when, in the States opinion, the individual's performance is unsatisfactory.

6.0 PROGRESS REPORTS:

Contractor shall submit to the assigned State's representative a monthly progress report concerning the scope of services performed during the preceding month on a given project. The form of the progress report shall be subject to approval by the State and shall include and identify all pertinent events and milestones accomplished to date.

7.0 KEY PROFESSIONALS:

Contractor and the State shall assign key personnel responsible for the conduct of the project.

Contractor must identify specific key real estate professionals, in addition to Lead Contact/Contract Manager, who are currently employed by Contractor that will be assigned to projects. Each of the Contractor's key real estate professionals assigned to this contract must have a minimum of seven (7) years experience in their respective area of expertise of commercial real estate brokerage services within the trade area utilized. The State, at its sole option, may adjust the maximum number of key real estate professionals.

The key real estate professionals assigned to this contract are:

Contractor must identify at least two (2) but not more than three (3) licensed architectural firms that may provide planning/design services. Each architectural professional must have a minimum of five (5) years of professional experience in commercial leasing planning and design services and be LEED accredited or have equivalent sustainable/Green Design training and experience.

The architectural firms that may provide planning/design services are:

Contractor shall not remove any such key personnel prior to the completion of his/her assignment under the project without the prior written approval of the State, which approval is in the State's absolute discretion. Contractor shall nominate a replacement individual to the State and shall not remove any individual from the project until his/her replacement has been approved by the State. The State reserves the right to request the removal of any Contractor personnel assigned to the project when, in the State's opinion, the individual's performance is unsatisfactory.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

Contractor agrees that the compensation schedule for the services to be rendered under this agreement will be the rate they will recover for the maximum three-year term of the contract, and any extensions thereof.

Compensation for scope of services as indicated shall be through commercial real estate contractor commissions paid by third party associations (building owners or agents). The State will not incur any responsibility of expenses for the services rendered by the Contractor. All compensation for scope of services is a percent (%) of the gross rental amount as shown below:

(compensation schedule to be entered upon contract award)

Contractor agrees the complete compensation for services performed under this agreement are as follows:

- A. Contractor, by executing this Agreement, agrees to relinquish any and all rights to compensation other than as expressed herein, and any balance shall be rebated to the State in the form of a rent credit or cash allowance as to be determined by the State.
- B. The contractor understands that under no circumstances shall the State be obligated to pay the Contractor any commission or finder's fee in connection with the representation of the State hereunder. Contractor acknowledges and understands that the Contractor shall recover from potential Lessors/Owners any and all compensation for services performed pursuant to this agreement.
- C. In the event the Lessors/Owners defaults on or refuses to pay any commissions it has agreed to pay the Contractor, the Contractor shall have no recourse against the State for said compensation. The State agrees to cooperate and support the Contractor in connection with its efforts to obtain commissions from the Lessors/Owners associations who have property for lease and wish to secure the State as a lessee.
- D. The State reserves the right to order changes in the services to be performed by Contractor. All such changes shall be incorporated in written amendments to this agreement executed by the State and Contractor, which shall specify the changes ordered and the adjustment of compensation and completion time required therefore.
- E. Any services added to the scope of this Agreement by an amendment shall be executed under all applicable conditions of this agreement. No claim for

additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

- F. If Contractor is taking over this contract from a previous consultant contractor, the prior consultant contractor shall be required to register any transactions in progress in the form of a written list. Said list shall be made available to Contractor upon commencement of this contract. Contractor shall not be compensated for any transactions on the list of registered transactions from the prior consultant contractor.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Exhibit D
SPECIAL CONDITIONS

1.0 CONFLICT OF INTEREST

Full disclosure of any potential conflicts of interest as they relate to any/specific transactions must be identified to the State. The Contractor, its employees and agents, hereby acknowledge their understanding of the concern expressed by the State about the potential existence of any conflict of interest and/or influence arising from this project and the Contractor's prior or future dealings with property owners.

The Contractor, its employees and agents, hereby acknowledge their understanding of the concern expressed by the State about the potential existence of any conflict of interest and/or improper influence arising from this project and the Contractor's prior or future dealings with the final selected developer/owner. The Contractor agrees that it will disclose to the State, for a period of three years following the expiration of this Agreement, any warranties on this project and any continuing or new direct relationships of any nature which it may have or may develop with the final selected developer/owner

The Contractor hereby additionally and specifically agrees to the conditions as they relate to the terms of this paragraph:

- A. Contractor must disclose any and all buildings or properties in which the contractor has any formal relationship or agency.
- B. Contractor must disclose any personal or family financial involvement or ownership in properties under consideration.
- C. Contractor should warrant that quoted fees are the only compensation (direct or indirect) that he, she or it will receive from this transaction.
- D. In the event the State chooses a building for which the contractor is the representative or has interest in ownership, the State would have the right to bring in another advisor to review the transaction. The contractor shall reimburse the State for retention of a third party review of the transaction.
- E. All other disclosure which may be reasonably relevant to the concerns expressed above. Violation of any of the above can result in termination of the contract.

2.0 TERM AND TERMINATION

The term of this Agreement shall be for three (3) years from the date this Agreement is executed and approved on behalf of the State. At the sole option of the State, the State may extend this Agreement for three (3) additional one (1) years periods or terms.

- A. Notwithstanding any other provisions to the contrary, this Agreement may be terminated by the State for any reason with or without cause upon sixty (60) days written notice to the contractor.

- B. The performance of work or delivery of products under this agreement may be terminated in whole or in part by the State upon written notice to Contractor in accordance with this clause whenever the State determines that such termination is in its best interest. After receipt of said notice Contractor shall stop work on this Agreement on the date and to the extent specified in the notice.
- C. If Contractor should be in default and fails to remedy this default within five days after receipt from the State of notice of such default, the State may in its discretion, immediately terminate this Agreement or such portion of work assigned under this agreement as the State determines is directly affected by the default.
- D. The term default for purposes of this provision includes, but is not limited to, breach of this agreement, the performance of work in violation of the terms of this agreement; abandonment, assignment or subletting of this agreement without approval of the State; bankruptcy or appointment of a receiver for Contractor's property; failure of Contractor to perform the services or other required acts within the time specified for this agreement or any extension thereof, refusal or failure to provide proper workmanship in accordance with professional standards applicable to Contractor and the activities undertaken; refusal or failure to use properly skilled employees; failure to take effective steps to end a prolonged labor dispute; and the performance of this agreement in bad faith.
- E. Upon the State's termination of this Agreement for default by Contractor or any portion thereof, the State reserves the right to complete the work or the portion by whatever means it deems expedient including but not limited to the hiring of others on such terms as the State deems advisable and the expense of completing such work as well as any and all damages caused by the default shall be charged to the Contractor.

State shall immediately notify all landlords/owners of situation and Contractor shall not have a right to any compensation attributed to assigned project.

- F. The performance of work under this Agreement may be terminated by the State, in its discretion for unforeseen causes beyond the control and without the fault or negligence of Contractor, including acts of God, acts of the public enemy, governmental acts, fires and epidemics if such causes irrecoverably disrupt or render impossible Contractor's performance hereunder. An 'act of God' shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of Contractor to foresee or make preparation in defense against.
- G. If the State exercises its right to terminate this contract, the State shall have the right to hire the next successful high bidder for the remaining term of the contract.

3.0 INSURANCE

At all times during the life of this Agreement or as may be further required by this Agreement, Contractor at its own cost and expense shall provide the insurance specified by this article.

A. Evidence Required

At or before execution of this Agreement, Contractor shall provide The State with 1) copies of all policies or certification by a properly qualified representative of the insurer(s) that Contractor insurance complies with this article, and 2) copies of any required endorsements.

B. Notice of Cancellation, Reduction or Material Change in Coverage

All policies must contain a specific provision for thirty (30) days prior written notice by registered mail to the Real Estate Services Division, 707 Third Street, West Sacramento, CA, 95605, Attn: Assistant Chief, Real Estate Leasing and Planning Section, of any cancellation, reduction or material change in coverage.

C. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than AXIII according to Best's Insurance Reports.

D. Insurance Required

1. Commercial Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
 - a. Coverage's included shall be for premises and operations, contractual liability expressly including liability assumed under this agreement, personal injury liability with deletion of any exclusions for liability assumed under contract, suits brought by employees, and independent Contractors.
 - b. Such insurance shall include the following endorsements (copies of which shall be provided): inclusion of the State, its directors, officers, representatives, agents and employees as an additional insured as respect to services or operations in connection with this agreement; cross-liability and severability of interests clauses; stipulation that the insurance is primary insurance and that no insurance or self insurance of the State will be called upon to contribute to a loss.
2. Comprehensive automobile liability for bodily injury (including death) and property damage which provides total limits of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.
3. Workers' Compensation/Employer's Liability - Statutory Workers' Compensation coverage, including a broad form all-states/other states endorsement and Employer's Liability insurance for not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in services or operations under this Agreement, with an insurer's waiver of subrogation in favor of The State, its directors, officers, representatives, agents and

employees. Should any such work be sublet, Contractor shall require each sub Contractor of any tier similarly to comply with this section, all in strict compliance with federal and state laws.

4. Errors and Omissions Insurance of not less than Five Million Dollars (\$5,000,000) per occurrence.

E. Special Provisions

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the State or its insurance Consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligation otherwise assumed by Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The State acknowledges that some insurance requirements contained in this article may be fulfilled by a funded self-insurance program of Contractor. However, this shall not in any way limit liabilities assumed by Contractor under this Agreement. Any self- insurance program must be approved in writing by the State.
3. Should any of the work under this Agreement be subcontracted, Contractor shall require each of its subcontractors of any tier to provide the aforementioned coverage's, or Contractor may insure subcontractor(s) under its own policies.
4. The State reserves the right to terminate this agreement with the Contractor in the event of noncompliance with the insurance requirements of this article.

4.0 DATA TO BE FURNISHED BY THE STATE

All data, reports, surveys, studies, drawings, and any other documents and materials made available to Contractor by the State for use by Contractor in the performance of its services under this Agreement shall be made available for information only and shall be returned to the State at the completion or termination of this Agreement.

5.0 OWNERSHIP OF WORK PRODUCTS

All documents (drawings, designs, specifications, manuals, reports, studies, surveys, models, commission agreements, records of commissions paid to broker, lease information and any other documents, materials, data and products) prepared or assembled by Contractor or obtained from others by Contractor in connection with the services under this Agreement shall be the property of the State; and copies shall be delivered to the State promptly upon completion of the work or upon an earlier termination of this Agreement. The State shall have unlimited rights, for the benefit of the State, in all documents developed in the performance of this Agreement, including the right to use same on any other State work at no additional cost to the State. Contractor agrees to and does hereby grant to the State a royalty- free license to all designs as to which Contractor may assert any rights or establish any claim under the patent or copyright laws. Contractor shall be responsible for the preservation of any and all such documents, materials, data and products prior to

transmittal to the State; and Contractor shall replace any such documents, materials, data and products as are lost, destroyed and damaged while in its possession without additional cost to the State. All records mentioned herein shall be made available to the State at anytime during the term of the contract and for one year after the expiration of the contract.

6.0 FINDINGS CONFIDENTIAL

All of the drawings, designs, specifications, manuals, reports, studies, surveys, models, or other data and products prepared or assembled by Contractor, obtained from others by Contractor or made available to Contractor by the State in connection with the services under this Agreement shall be treated as confidential by Contractor, and Contractor agrees that they shall not be made available to any individual or organization without prior written approval by the State and that Contractor shall not disclose, discuss publicly or otherwise disseminate to any other person or entity information concerning any project without the State's prior written approval.

7.0 SUBCONTRACTS

Contractor shall not subcontract all or any portion of its services under this Agreement without the prior written approval of The State, and any attempt thereafter shall be void and unenforceable. In the event that Contractor enters into one or more subcontracts pursuant to this article, it is understood and agreed that the participating subcontractors shall be solely and directly responsible to Contractor, and the State shall have no obligation to them.

8.0 ASSIGNMENT TO AGREEMENT

Contractor shall not assign this Agreement, or any part thereof without prior express written consent of the State, and any attempt thereto shall be void and unenforceable. The State may assign this contract to any other State entity it deems appropriate by providing Contractor thirty (30) days advance written notice

9.0 RECORDS

Contractor shall maintain full and adequate records to show the actual time devoted and the cost incurred by Contractor with respect to the performance of services under this Agreement. Contractor shall retain records for seven (7) years after contract termination.

10.0 NOTICES

Except for procedures reports submitted by Contractor pursuant to Article 3.0, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To the State by mail or personal express delivery:

Real Estate Services Division, 707 Third Street, West Sacramento, CA 95605
Attention: Assistant Chief, Real Estate Leasing and Planning Section

To Contractor:

Attention: _____

11.0 DISPUTES

Any disputes concerning questions of fact arising under the terms of this agreement which are not disposed of within a reasonable period of time by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief (or designated representative) of each organization for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time State Chief of Real Estate Leasing and Planning Section or their representative shall be available to assist in the resolution by providing advice to both parties as to State policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.

The rights and remedies of the State provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

12.0 LAWS AND REGULATIONS

Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state or local government, and of any agency of such government, including the State, which relate to or in any manner affect the performance of this Agreement. This Agreement and any documents supplied hereunder are subject to the California Public Records Act.

13.0 ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties. Contractor represents that in entering into this Agreement, it has not relied on any previous representations, inducements, or understandings of any kind or nature.

14.0 BENEFIT OF AGREEMENT

This Agreement shall bind and benefit the parties hereto and their heirs, successors and permitted assigns.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p align="center"><u>R e q u i r e m e n t t o C o m p l e t e P a y e e D a t a R e c o r d , S T D . 2 0 4</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>P r i v a c y S t a t e m e n t</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

Attachment III
PROPOSAL EVALUATION SHEET

STATE OF CALIFORNIA
Department of General Services
Real Estate Services Division
COMMERCIAL REAL ESTATE CONSULTANT SERVICES
FOR PROCUREMENT OF LEASED OFFICE QUARTERS

To be completed by the Real Estate Services Division Evaluation Team only.

Proposer: _____

The proposals will be scored based on each of the categories below, which coincide with the “factors for evaluation” listed in Section 6 – Basis for Proposer Section of the Request for Proposal. The total possible score is 1,000 points for Proposers, including the finalist interview.

FACTORS FOR EVALUATION	MAXIMUM POINT SCORE	PROPOSER'S POINT SCORE
1. Professional, technical, educational and managerial qualifications of key personnel.	75	_____
2. Quality, understanding and ability to perform.	75	_____
3. Experience, client history, references.	75	_____
4. Financial strength.	25	_____
5. Business philosophy.	25	_____
6. Customer satisfaction.	25	_____
7. Continuing education.	25	_____
8. Technology.	25	_____
9. Value added services.	25	_____
10. Personnel and resources.	75	_____
11. Experience with State of California.	100	_____
Sub-total before Presentation & Commission:		_____
12. Presentation/Interview.	175	_____
13. Compensation.	275	_____
TOTAL SCORE	1,000	_____

Signature of Evaluator

Date