



KIMBERLY GASAWAY, Director

1401 LAKESIDE DRIVE, OAKLAND, CALIFORNIA 94612

510 208 9700

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May 23, 2023

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: AUTHORIZE A BROKER'S AGREEMENT TO CBRE, INC. FOR REAL ESTATE BROKERAGE SERVICES; ADOPT A RESOLUTION AUTHORIZING THE SALE OF SURPLUS PROPERTY AT 6775, 7001 & 7195 OAKPORT STREET, OAKLAND; MASTER CONTRACT NO. 902200; PROCUREMENT CONTRACT NO. 25011; AMOUNT: \$1,800,000

Dear Board Members:

RECOMMENDATIONS:

- A. Authorize the Purchasing Agent, or their designee, to execute a Broker's Agreement (Master Contract No. 902200; Procurement Contract No. 25011) with CBRE, Inc. (Principal: Trevor Thorpe; Location: Oakland) to provide real estate brokerage services for the General Services Agency for the term 6/7/23 – 6/6/24 in an amount not to exceed \$1,800,000;
- B. Adopt a Resolution authorizing the sale of the Arena Center, located at 6775, 7001 & 7195 Oakport Street, Oakland, subject to review and approval as to form by County Counsel, as surplus property via auction per Government Code section 25526-25535; and
- C. Delegate authority to the Director of General Services Agency, or her designee, to accept auction bid deposits, open bids and select the highest bid.

DISCUSSION/SUMMARY:

The General Services Agency-Real Property Management (GSA-RPM) seeks real estate broker services per Gov. Code 25526-25535. The broker will perform market evaluation, marketing, public auction, escrow, and sale process for the disposition of the Arena Center, located at 6775, 7001 & 7195 Oakport Street, Oakland (the Property), APN 041-3902-022.

On August 6, 2019, your Board approved (Item No. 25.3; File No. 30325) the declaration of the Property as Surplus Property and authorized GSA to develop a disposal plan for the Property and negotiate for its sale. On April 11, 2022, the California Department of Housing and Community

Development (HCD) determined that the County has met all the requirements under the Surplus Land Act to dispose of Property and is authorized to sell the property via auction.

The auction process shall be according to Government Code Sections 25526-25535 (Code), where the conveyance of the subject real Property by the County shall be made to the highest responsible bidder who most closely meets the terms and conditions of the notice inviting bids. The sale shall take place at the Property. Notice of the sale shall be given five days before that by publication in a newspaper published in the County. Upon acceptance of the highest bid, Old Republic Title Company, located at 555-12th Street, Oakland, will complete the sale of the Property through an escrow account. GSA will return to your Board for approval to award a successful proposal by Resolution. The successful bidder shall close the escrow within 30 days of your Board's approval.

SELECTION CRITERIA/PROCESS:

GSA-RPM has determined that Alameda County does not have the resources to provide real estate broker services.

GSA-RPM worked with GSA–Procurement to develop a Request for Proposal (RFP), which was issued on November 1, 2022, posted on the website for 30 days, emailed to the Chambers of Commerce e-mail group, and sent to the E-Gov Professional Services – Current Contract Opportunities mailing service. The RFP was also advertised in the Inter-City Express on November 3, 2022 and in the San Francisco Chronicle on November 4, 2022. A vendor outreach was conducted on November 2, 2022, followed by a mandatory networking/bidders conference on November 8, 2022, which was attended by seven vendors.

On December 1, 2022, six bidders submitted responses to the RFP. One bidder was disqualified for submitting an incomplete proposal. The remaining five responses were evaluated, and the bidders were interviewed by the County Selection Committee. A maximum total of 550 evaluation points was available for this RFP. The total evaluation points include 50 preference points derived from a 5% preference for local vendors and a 5% preference for certified Small Local Emerging Business (SLEB) vendors, for a total of 10%.

On January 24, 2023, GSA-Office of Acquisition Policy (OAP) received a protest letter from DCG Strategies, Inc. regarding the recommendation of the award to CBRE, Inc. On March 16, 2023, GSA-OAP determined that the claims were unfounded and denied the protest, for which there were no further appeals. CBRE, Inc., was the highest-scoring responsive bidder and is being recommended for an award.

CBRE, Inc., is not a certified SLEB, but will subcontract 20% of the contract with Marcus Realty (Principal: Benjamin Marcus; Location: Piedmont; Certified Small: 21-00038; Expiration: 4/30/2025) to provide commercial real estate brokerage services.

The following is the evaluation summary:

EVALUATION SUMMARY

<i>Vendor</i>	<i>Location</i>	<i>Local</i>	<i>SLEB</i>	<i>Evaluation Points</i>
<i>CBRE, Inc.</i>	<i>Oakland, CA</i>	<i>Y</i>	<i>N</i>	<i>467</i>
<i>DCG Strategies, Inc.</i>	<i>Dublin, CA</i>	<i>Y</i>	<i>Y</i>	<i>466</i>
<i>Ivy Group Real Estate, Inc.</i>	<i>Fremont, CA</i>	<i>Y</i>	<i>N</i>	<i>413</i>
<i>Cushman & Wakefield, U.S. Inc.</i>	<i>Oakland, CA</i>	<i>Y</i>	<i>N</i>	<i>394</i>
<i>SVN Capital West Partners</i>	<i>San Jose, CA</i>	<i>N</i>	<i>N</i>	<i>377</i>

FINANCING:

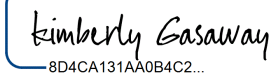
Funding for the brokerage services calculated at the proposed commission rates of the property selling price will be deducted from the sales proceeds to the broker at the close of the escrow. No additional appropriations are required, and there will be no increase in net County cost.

VISION 2026 GOAL:

Marketing and disposition of unneeded real estate meets the 10X goal pathway **Accessible Infrastructure** in support of our shared vision of a **Prosperous and Vibrant Economy.**

Respectfully submitted,

DocuSigned by:


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Kimberly Gasaway
Director, General Services Agency

Attachment

KG\PB\mm\I:\Board Letters\Purchasing\FY 2022-23\902200 BL Real Estate Broker

cc: County Administrator
Auditor-Controller
County Counsel

CONTRACT SUMMARY
REAL ESTATE BROKER SERVICES
MC No. 902200
June 7, 2023 – June 6, 2024

Vendor	Location	Dollar Value of Contract Award	Local Participation		Small and Local Participation	
			Percentage	Dollar Amount	Percentage	Dollar Amount
CBRE, Inc. Principal: Trevor Thorpe	1111 Broadway, Suite 1850 Oakland, CA 94607	\$1,800,000	100%	\$1,800,000	20%	\$360,000

SLEB Subcontracting Information			
Marcus Realty Principal: Benjamin Marcus Certified Small: 21-00038 Expiration: 04/30/2025	352 Mountain Ave., Piedmont, CA 94611	20%	\$360,000

Approved as to Form
DONNA R. ZIEGLER, County Counsel

DocuSigned by:
By Andrew Massey
Anc 8DB0B016891F440... Counsel

THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

RESOLUTION NUMBER: R-2023-275

**AUTHORIZE THE PUBLIC SALE OF SURPLUS PROPERTY; ASSIGN BROKERAGE
TO SELL PROPERTY; SET TERMS AND CONDITIONS; DATE, TIME, AND PLACE
FOR OPENING PROPOSALS; POST AND PUBLISH**

WHEREAS, the County of Alameda, a political subdivision of the State of California, is the fee simple owner of that certain improved real property located at 6775, 7001 & 7195 Oakport Street, Oakland, CA, more particularly designated and described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

WHEREAS, this Board of Supervisors found and determined that said real property should be offered for public sale; and

WHEREAS, the requirements of Sections 54222 and 65402 of the Government Code of the State of California have heretofore been complied with, insofar as said code sections apply to the public sale of said real property; and

NOW THEREFORE, BE IT RESOLVED, that said real property described in the attached Exhibit "A" is approved for public sale under the following terms and conditions, to wit.

1. **AUTHORIZE PAYMENT OF COMMISSION TO BROKER**

Retain Trevor Thorpe from CBRE, Inc. ("Broker") as the County's broker to whom commission shall be paid from the proceeds of sale of the Property at the rate of 1.5%, except in the event the winning bidder is also represented by a broker, the commission shall be 3%, which amount shall be split evenly between said broker and Broker. In no event shall the brokerage fee exceed a maximum of One Million Eight Hundred Thousand Dollars. (\$1,800,000.00).

2. **MINIMUM PROPOSAL**

The minimum acceptable written proposal for the purchase of the property is Forty Million Dollars (\$40,000,000.00).

2. OFFICIAL PROPOSAL FORM

No written proposal will be considered unless submitted on the County of Alameda's Official Proposal form, which is available from CBRE, Inc. 1111 Broadway, Suite 1850, Oakland, CA 94607, telephone (510) 874-1967, on or before **October 5, 2023, by 4:30 p.m.**

3. DEPOSIT

Each bidder shall deposit with Old Republic Title the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) by a cashier's check or certified check, payable to "Old Republic Title c/o 6775, 7001 & 7195 Oakport Street". Personal checks are not acceptable. The required deposit must be submitted with each written proposal in order for such proposal to be considered. In the event of oral bids, each person presents who has submitted the required deposit and completed the Official Proposal Form is an eligible oral bidder. No deposits will be accepted by Old Republic Title, nor shall oral bids be accepted if the proposed bidder has not submitted the required deposit and completed the Official Proposal Form and delivered it to Old Republic Title Company c/o 6775, 7001 & 7195 Oakport Street, 555 12th Street, Ste. 2000 Oakland, CA 94607 on or before **October 5, 2023, by 4:30 p.m.** Upon completion of all bidding and acceptance of the highest bid, Old Republic Title will return the deposits to all parties except the high bidder, whose deposit will be retained, becomes non-refundable, and will be credited to the purchase price of the property.

4. SALE PROCEDURE

(a) Written Proposals:

All of the written proposals received will be opened, examined, and declared acceptable or not by the Director of the General Services Agency, or her designee. Of the proposals submitted which conform to all of the terms and conditions herein stated, and which are made by responsible proposers, the proposal, which is the highest shall be accepted, unless a higher oral bid is accepted or the Director of the General Services Agency, or her designee, rejects all written proposals and oral bids. If no acceptable written proposal is received, the property will be withdrawn from sale.

(b) Oral Bids:

If the Director of the General Services Agency is in receipt of one or more acceptable written proposals, the Broker will call for oral bids immediately following the opening examination, and declaration of acceptability of the written proposals. If, upon the call for oral bids, any responsible person who has made the required deposit and completed the Official Proposal Form as set forth above can offer to purchase the property upon the terms and conditions herein stated, for a price exceeding the highest written proposal made by a responsible proposer by at least five percent (5%). After an initial oral bid is made, oral bidding may proceed in increments set by the Broker until the highest oral bid is finally made and accepted.

(c) Duplicate High Proposals:

In the event that two or more written proposals are received which are equal in amount, and no oral bids are made, the proposal accepted shall be that of the proposer whose name is drawn by lot immediately after the call for oral bids.

(d) **Rejection of Written Proposals and/or Oral Bids:**

The Director of the General Services Agency, or her designee, at his or her discretion, may reject any and all written proposals and/or oral bids and withdraw the property from sale. If the sale is canceled, all deposits will be refunded without payment of interest.

(e) **Final Acceptance by Board of Supervisors**

Final acceptance of the highest written or oral bid, as the case may be, shall be subject to approval of the Board of Supervisors by resolution.

5. **GENERAL**

The property is sold "as is" and the County of Alameda will pay to Broker the commission in accordance with the terms of paragraph 1 of this resolution in connection with the sale. Recording and survey monument preservation fees and documentary transfer tax shall be paid by the purchaser. The County of Alameda makes no representations as to the condition of the property, conformance to zoning requirements or permit regulations, soil conditions, or the existence, if any, of hazardous materials on the property. No title shall pass until the transaction is completed by recordation of the Quitclaim or Grant Deed, at County's discretion. Purchaser is responsible for conducting their own due diligence.

6. **CONDITIONS OF SALE**

The total balance of the approved purchase price shall be paid in full on or before the first working day following thirty (30) calendar days after the date of acceptance of either the highest written proposal or oral bid by the Board of Supervisors. Payment shall be made by cashier's check or certified check payable to "Old Republic Title c/o 6775, 7001 & 7195 Oakport Street". At the time of payment, the recording and survey monument preservation fees and documentary transfer tax shall also be paid by check payable to "Old Republic Title c/o 6775, 7001 & 7195 Oakport Street". Check(s) shall be delivered to Old Republic Title Company c/o 6775, 7001 & 7195 Oakport Street, 555 12th Street, Ste. 2000 Oakland, CA 94607, by no later than 4:30 p.m. of the foretasted first working day following the 30th calendar day after the aforesaid date of acceptance. On the day of receipt of said funds or prior thereto, or on the following first working day, Real Property Management shall cause the recordation of the Quitclaim or Grant Deed, at County's discretion, at the office of the Alameda County Recorder, thereby completing the transaction.

7. **ESCROW**

Escrow shall be conducted by Old Republic Title and the escrow number of the escrow so opened within one (1) day of Board of Supervisors acceptance. The instructions for the escrow will be based upon the terms and conditions specified in this Resolution. The successful bidder shall pay all costs of this escrow, including recording fees, documentary transfer taxes, and any other title and escrow fees and charges.

6775, 7001, 7195 Oakport
Street, Oakland, CA

The sale shall be at no expense to the County. This transaction is to close within 30 days of Board acceptance of the highest bid.

8. ENTRY ON PROPERTY TO CONDUCT INVESTIGATION

If a prospective proposer needs to gain entry to the property to conduct any form of investigation or to tour the property prior to the below stated date of opening written proposals, said party shall schedule a prospective appointment to tour the property with Real Property Management (510) 914-1327 or (510) 508-8779. Open houses shall be conducted by the Broker, who shall advertise open house dates and times property is to be held open.

9. DEFAULT

The non-payment of the full purchase price by the first working day following the 30-day time limit shall result in cancellation of the sale and forfeiture of deposit. No extension of time for payment will be granted.

The proposer or oral bidder understands and agrees that failure to comply with the provisions herein or other default will result in actual damages to the County, which will be extremely difficult to ascertain and determine. The County has determined that the required deposit is equal to or less than the estimated actual damages, which will be incurred by the County by the proposer's or oral bidder's default. Therefore, to avoid uncertainty and litigation should default occur, the County and the proposer or oral bidder agree that the required deposit represents appropriate liquidated damages.

AND BE IT FURTHER RESOLVED that **October 10, 2023**, at the hour of **11:00 a.m.**, at **6775, 7001, 7195 Oakport Street, Oakland, CA**, be and the same are hereby fixed as the date, time and place for opening written proposals for the purchase of the real property described in Exhibit "A"; and

BE IT FURTHER RESOLVED those copies of this resolution, signed by the President of this Board of Supervisors, shall be posted in three (3) public places in the County of Alameda, not less than fifteen (15) days prior to the date hereinbefore fixed for reception and opening of written proposals; and

BE IT FURTHER RESOLVED that this resolution shall be published once a week for three (3) successive weeks prior to the date of reception and opening of proposals in Inter-City Express, a newspaper of general circulation, published in Alameda County; and

BE IT FURTHER RESOLVED that the proceeds from the sale of said real property shall be deposited in the appropriate account of the County of Alameda Fund 10000, Org 200700, Account 470110, Program 00000.

BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, THIS 7TH TH DAY OF JUNE 2023.



President of the Board of Supervisors,
County of Alameda, State of California

6775, 7001, 7195 Oakport
Street, Oakland, CA

Exhibit A
LEGAL DESCRIPTION

The land referred to is situated in the County of Alameda, City of Oakland, State of California, and is described as follows:

PARCEL ONE

Parcel B as shown on Parcel Map No. 8590, being a resubdivision of Lot 12 of Parcel Map 6003, as filed for record in the County of Alameda, State of California on June 28, 2007 in Book 298, Page(s) 88 and 89 in the Office of Alameda County Recorder.

PARCEL TWO

Non-exclusive easements for fire line, sewer line, storm drain line, ingress and egress as set forth in that certain document entitled "Reciprocal Easement and Maintenance Agreement", executed by and between Zhong Technologies Campus, LLC, a California limited liability company, and the Redevelopment Agency of the City of Oakland, recorded June 29, 2007 as Instrument No. 2007-242123 of Official Records.

APN: 041-3902-022

6775, 7001, 7195 Oakport
Street, Oakland, CA



Master Contract No. 902200

Procurement Contract No.: 25011

Administering Agency: Alameda County General Services Agency

Contract Description: Exclusive Real Estate Brokerage Services

**EXCLUSIVE REAL ESTATE BROKERAGE SERVICES AGREEMENT
6775, 7001 AND 7195 OAKPORT STREET, OAKLAND, CALIFORNIA**

THIS AGREEMENT is made at Oakland, California, as of **6/6/2023**, by and between the County of Alameda ("County"), and CBRE Inc. ("Broker") a California Real Estate Broker, (hereinafter collectively referred to as the "Parties"), for brokerage services in the sale of the vacant real property located in Oakland, California, described as APN 041-3902-022, legal description as shown in Exhibit A, and commonly referred to as 6775, 7001 and 7195 Oakport Street, Oakland, CA ("Property"), the parties agree as follows:

1. **Property Price.** County offers the Property for sale, at a Listing Price of Forty Million Dollars (\$40,000,000). The sale shall be pursuant to a live public auction sale by highest bidder ("Buyer").
2. **Services.** Subject to the terms and conditions set forth in this Agreement, Broker shall provide the services as described in Exhibit B in the manner therein specified to assist with the marketing and sale of the Property.
3. **Payment.** It is mutually understood and agreed that Broker shall be paid a brokerage fee for services rendered only in the event of, a close of escrow of the Property, deducted from the proceeds of the sale of the Property by the Title Company. The brokerage fee shall be three percent (3%) of the sale price of the Property. In the event that the Property is not sold, for any reason whatsoever, there will be no real estate commission due. The Broker agrees to cooperate with any and all brokers representing buyers, including but not limited to CBRE brokers when dual agency is approved by County, and such dual agency is conducted in accordance with paragraph F(3) of Exhibit B, if any, and to split 50/50 the brokerage fee due in the event of a close of escrow. If no broker represents the Buyer, the Broker will receive a brokerage fee of one and a half percent (1.5%) of the sale price of the Property. In no event shall the brokerage fee exceed a maximum of One Million Eight Hundred Thousand Dollars (\$1,800,000). Upon termination or expiration of the Agreement, Contractor shall submit to the County no less than seven (7) calendar days after such event, a comprehensive and final list of all persons or entities with whom Contractor is actively negotiating on behalf of the County in specific pursuit of transactions. Should Contractor be actively negotiating with an entity or person pursuing a transaction contemplated in this Agreement, then, post termination or expiration, the County shall pay Contractor's brokerage fee consistent with the terms and conditions herein, provided however, brokerage fee is limited to, and contingent upon, services actually performed and contingent upon execution of the transaction documentation within ninety (90) calendar days after the termination or expiration of the Agreement, after which no brokerage fee is due.
4. **Facilities, Equipment and Other Materials, and Obligations of Broker.** Broker shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless otherwise indicated in this Agreement. County shall furnish Broker contacts, materials, and services, if any, listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
5. **General Provisions.** The Parties agree to comply with the general provisions set forth in Exhibit D attached hereto and incorporated herein as if set forth in full.
6. **Insurance.** Broker shall file with County insurance in accordance with Exhibit E.
7. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.



8. **Time for Performance.** Time is of the essence, and, subject to the provisions of Section 3 of Exhibit D, failure of Broker to diligently perform services hereunder shall constitute material breach of this Agreement.

9. **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax or reliable mail service with confirmed delivery, to the address of the respective parties set forth below:

COUNTY: General Services Agency
Kimberly Gasaway, Director GSA
cc: Rachel Johnson, Real Property Program Manager
1401 Lakeside Drive, Suite 900
Oakland, California 94612

BROKER: CBRE, Inc.
Kathy Kelleher, Senior Vice President
1111 Broadway, Suite 1850
Oakland, CA 94607

County or Broker may from time to time designate any other address for this purpose by written notice to the other party.

10. **Term.** This Agreement shall commence upon the last date of execution of this Agreement ("Effective Date"). The term of this Agreement shall be one (1) year commencing on the Effective Date, unless terminated earlier by either party pursuant to Section 10 of Exhibit D.

Signatures on following page



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below their respective authorized signatures.

“County”

COUNTY OF ALAMEDA, a political subdivision of the State of California

DocuSigned by:
By: Kimberly Gasaway
8D4CA131AA0B4C2...
Kimberly Gasaway
Director, General Services Agency
6/6/2023
Date: _____

“Broker”

DocuSigned by:
By: Trevor Thorpe
225BE19A1DFB4C5...
Trevor Thorpe, Managing Director
4/6/2023
Date: _____

Approved as to form:
DONNA R. ZIELGER

County Counsel

DocuSigned by:
By: Andrew Massey
8DB0B016891F440...
Andrew S. Massey
Deputy County Counsel

- Exhibit A: Legal Description
- Exhibit B: Scope of Services
- Exhibit C: Materials and Obligations of County
- Exhibit D: General Provisions
- Exhibit E: Insurance Requirements

Exhibit A
LEGAL DESCRIPTION

The land referred to is situated in the County of Alameda, City of Oakland, State of California, and is described as follows:

PARCEL ONE

Parcel B as shown on Parcel Map No. 8590, being a resubdivision of Lot 12 of Parcel Map 6003, as filed for record in the County of Alameda, State of California on June 28, 2007 in Book 298, Page(s) 88 and 89 in the Office of Alameda County Recorder.

PARCEL TWO

Non-exclusive easements for fire line, sewer line, storm drain line, ingress and egress as set forth in that certain document entitled "Reciprocal Easement and Maintenance Agreement", executed by and between Zhone Technologies Campus, LLC, a California limited liability company, and the Redevelopment Agency of the City of Oakland, recorded June 29, 2007 as Instrument No. 2007-242123 of Official Records.

APN: 041-3902-022

EXHIBIT B

SCOPE OF SERVICES

A. Real Estate Brokerage Services

This Agreement shall serve to outline and define the scope of Broker's services in representing the County in the sale of the Property at 6775, 7001 and 7195 Oakport Street Oakland, CA, described as APN 041-3902-022.

B. Broker Team

Broker's team consists of the following Key Personnel and subcontractors, as applicable during the contract term:

Kathy Kelleher, Senior Vice President, kath.kelleher@cbre.com

Mark Kol, Executive Vice President, mark.kol@cbre.com

Mike Raffetto, Senior Vice President, mike.Raffetto@cbre.com

Trevor Thorpe, Managing Director, trevor.thorpe@cbre.com

Brian Hutcherson, Western Regional Manager, brian.hutcherson@cbre.com

Sarah Friedfeld, National Business Development Manager, sarah.friedfeld@cbre.com

Ben Marcus, Marcus Realty (SLEB Broker), benmarcorealty@gmail.com

Broker shall provide Real Estate Brokerage services and is the prime contractor. Broker, its team, their expertise, experience and proposed staffing, is set forth in Broker's Proposal dated December 1, 2022, incorporated into this Exhibit B by this reference, and attached to this Exhibit B as its Exhibit 1. The limits of this incorporation by reference are set forth in Section 3 of this Exhibit B.

C. Scope of Project

The proposed project team consists of the Broker Team in Section B above providing the complete and full-service Real Estate Brokerage Services to lead to the sale of 6775, 7001 and 7195 Oakport Street, Oakland, CA, services described as follows:

Broker shall provide commercial real estate brokerage services per the following Scope:

1. MARKET EVALUATION

- a. Review and evaluate the Property in preparation of sale according to reasonable commercial standards.
- b. Produce a Broker's Opinion of Value, which will become the intellectual property of the County of Alameda upon submission.
- c. Identify and provide County with list of potential buyers, including source information for locating potential buyers.

2. MARKETING

- a. Prepare all necessary marketing materials for the Property, which at a minimum shall include physical and digital advertising, an online website or page easily accessible by using search terms related to the Properties, and any other commonly prepared

marketing materials used in the advertising of a property sale.

- b. List the Property for sale using MLS, Loopnet.com, CoStar, and other internet listing services considered standard for the Alameda County, California commercial real estate market.
- c. Create a web page for the property that includes relevant site information including photos and the finalized Request for Proposals.
- d. Using reasonable commercial methods and real estate industry standards, notify potential buyers from within the private commercial brokerage community that the Property is for sale and how to submit bids.
- e. Develop an e-mail “blast” for distribution to leading regional developers, builders, brokers, and other interested parties.
- f. Notify local Chambers of Commerce of the availability of property for sale.
- g. Schedule and host a “Pre-Bid Conference” for interested parties.
- h. Arrange for the cleaning and/or staging of Property, should it be deemed necessary by County.
- i. Schedule, arrange, hold, and manage group tours of the Property and a minimum of six open houses with potential buyers.

3. AUCTION, CONTRACT NEGOTIATIONS, PREPARATIONS, ESCROW AND CLOSING

- a. Represent, facilitate, and lead auction process pursuant to applicable Government Codes sections 25526-25535.
- b. Qualify all prospective buyers for their ability to close on the sale of the Property. All potential purchasers and bids shall be presented to County. Broker shall not disqualify potential buyers without first presenting to County.
- c. Prepare real estate documents for sale of the Property, as directed by County.
- d. Manage all aspects of the escrow process with County’s selected title company, including opening escrow, coordinating escrow and title documents.
- e. Oversee buyer due diligence period.
- f. Coordinate legal team activities.
- g. Maximize proceeds of the sale for the benefit of the County.

4. DELIVERABLES AND REPORTS

Provide the County with weekly, written reports of all marketing activities, a list of all prospective buyers, and a comprehensive list of all potential buyers not less than every week during the term of the listing, or upon request.

This Exhibit B has been drafted to include the requirements contained in the Request for Proposal re Brokerage Services Proposal 6775, 7001, 7195 Oakport Street, Oakland, CA, including any addenda, specifically including Exhibit A of the RFP the proposal response of Broker (Response),

and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit B including all attachments, the scope of work described in the RFP and the scope of work described in Broker's proposal shall be performed to the greatest extent feasible.

The RFP and Response may be relied upon to interpret this Agreement and shall be applied in such a manner so that the obligations of the Broker are to provide the County with the broadest scope of services for the best value.

D. General Requirements

1. The Project shall successfully meet all applicable and the most current codes, laws, regulations, and professional standards specific to the sale of the Property(s). Certain exceptions are possible, but only when the County grants a written exemption to a specific standard or regulation.
2. Broker shall review existing County data, reports, plans, and other information regarding the project, and perform any investigations as necessary to become familiar with the project. Broker shall make an independent assessment of the accuracy of the information provided by the County concerning existing conditions (including but not limited to existing utilities and structures) and conduct such further investigations of existing conditions as are necessary for Broker to perform the Services. Broker shall rely on the results of its independent investigations and not only on information provided by County. County shall cover direct costs associated with further and/or independent investigations conducted by any independent third party as commissioned by County at their sole discretion. Such fees shall be paid out by County within a reasonable time upon presentation of the appropriate invoices. No such third party shall be retained without the prior written consent of County. Broker shall review any supplied information and advise County of its adequacy for Broker's work and advise County of any further services necessary to complete the Project.

E. General Scope of Broker's Services

1. Broker's services shall include all professional services within the scope of Broker's professional discipline (including Broker's team's professional disciplines) necessary to accomplish the tasks defined throughout this Exhibit B. These services will include, but are not limited to, the services outlined in Broker's proposed scope of services annexed to this Exhibit B as its Exhibit 1. Broker shall have adequate personnel, facilities, equipment and supplies to complete Broker's Services. County is retaining Broker on an exclusive basis.
2. Performance of Services will require Broker to work with, meet with, and attend meetings with County staff, with other governmental agencies, and with such other subcontractors as Broker determines necessary, to the extent necessary for performance of Broker's duties under this Agreement (including, but not limited to, Broker's express duties of coordination with other subcontractors). Broker will not commence services until a written Notice to Proceed is received from the County.
3. Broker shall engage all appropriate specialty subcontractors as are necessary for proper completion of Broker's Services in accordance with the scope of work specified herein and utilizing the subcontractors as specified in Exhibit 1, at the sole expense of Broker. Broker's contracts with its subcontractors (and their contracts with their subcontractors) shall incorporate this Agreement by reference to the extent not inconsistent with the subcontractor's scope of work. Broker shall secure County's approval for any subcontractors not listed in Exhibits 1 and this Exhibit B. Broker shall require each of its subcontractors to execute agreements containing a standard of care and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold County harmless from any negligent errors or omissions of the

subcontractors.

4. Broker shall provide County with written evaluations, when applicable, of the effect of any and all governmental and private regulations, licenses, patents, permits, and any other type of applicable restriction and associated requirements on the Services and its incorporation and its incorporation into the Project, including but not limited to, all requirements imposed by applicable Government codes, California Department of Real Estate, and California Regulations (including but not limited to Title 24). Broker may incorporate these written evaluations into its deliverables as expository of the report and design solutions provided.

F. Coordination of Services with the Project, County's Broker Team, and County Staff

1. Broker shall fully coordinate its Services with the services of all real estate brokerage disciplines and subcontractors involved in completing the Project. The objective of this coordination shall be the successful sale of the Property(s). Broker shall immediately advise County in writing if any County staff or consultant fails in any manner to coordinate its work with Broker, and the nature of the non-compliance. County will have responsibility to then enforce compliance.
2. If Property contains any hazards, potential hazards, and or is not in an immediate occupancy condition, Broker shall provide appropriate safety training for Broker's personnel. Broker shall review and train Broker's personnel in appropriate safety procedures for working and showing Property(s). Broker shall require all personnel under Broker's direction to wear hard hats when entering the Property(s), and any other safety equipment such as orange vests and appropriate shoes, ear and eye protection whenever these precautions are required by OSHA safety standards. Broker shall provide all safety equipment for Broker's personnel.
3. If the Broker finds a prospective buyer for the Property, the County, at its sole discretion, may allow the Broker to also represent the Buyer. Such consent to dual agency will be approved by County in advance in writing and conditioned upon separate sales persons/brokers being independently assigned to represent the seller and the buyer.
4. Broker shall not have authority to act on behalf of the County in any capacity, and/or to bind County in any manner or form. All terms and conditions of any purchase and sale agreement or other agreements shall be subject to review and approval by the County and County Counsel and shall not be binding upon County or construed as an expression of intent by County without express written authorization by the County.

G. Broker's Proposal

1. The Broker has prepared and supplied County with a proposed scope of work dated December 1, 2022, which is attached to this Exhibit B as its Exhibit 1 and incorporated herein by this reference ("Proposal"). Broker's Proposal represents Broker's initial proposed scope of services. This Agreement (and its exhibits) and the Proposal are deemed complimentary; what is called for by one is as binding as if called for in both and shall be performed by Broker. In the case of direct conflict between this Agreement and the Proposal, then the following rules apply:
 - a. Regarding any conflict (direct or indirect) between the Proposal and either the Agreement and its Exhibits A through E, the terms of the Agreement Form and its Exhibits A through E shall have precedence.
 - b. Regarding any conflict (direct or indirect) between the Proposal and this Exhibit B, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that the scope of work described in this Exhibit B and the

scope of work described in the Proposal shall both be performed to the greatest extent feasible.

Exhibit 1 to Exhibit B: Broker's Proposal



CBRE, Inc
Proposal.pdf



Proposal to
Alameda County
for

REQUEST FOR PROPOSAL
No. 902200

Real Estate Broker Services

ARENA CENTER

7195, 7001, & 6775 OAKPORT STREET, OAKLAND, CALIFORNIA 94621

DECEMBER 1, 2022

CBRE

CBRE, Inc.
1111 Broadway Suite 1850,
Oakland, CA 94607

trevor.thorpe@cbre.com
kathy.kelleher@cbre.com

December 1, 2022

Bukola Gbadamosi
Procurement & Contracts Specialist II
GSA Procurement & Support Services
(510) 208-4882
Bukola.Gbadamosi@acgov.org

Re: Request for Proposal - Real Estate Broker Services, 6775, 7001 & 7195 Oakport Street, Oakland, California 94621

Dear Ms. Gbadamosi,

On behalf of CBRE, Inc. (CBRE) thank you for the opportunity to respond to your above-referenced RFP to provide Real Estate Broker Services to execute the disposition of the three-building office campus at the referenced address in Oakland.

We recognize the importance of this project to Alameda County and believe we are best suited to maximize your value opportunity at the site and effectively and appropriately manage the written bid and oral offer process on your behalf. We offer Alameda County a number of distinct advantages that will enable the optimal outcome:

- CBRE offers proven experience successfully selling property in a public auction setting conforming to Sections 25526-25535 of the Government Code of the State of California, and national insights and best practices to align public sector requirements with the private buyer market. Our Team Leader Kathy Kelleher is based in Oakland and has sold several urban properties through auctions in addition to our team's experience with Sections 25526-25535 of the Government Code of the State of California.
- CBRE has been highly active in Oakland and Alameda County since 1925, completing over \$2.7B in transactions in the city since 2019. What's the benefit for Alameda County? Better market intelligence, more access to buyers, and the insights to engage the market appropriately and generate the highest pricing within your time frame.
- As the world's largest commercial real estate services firm, CBRE provides Alameda County with more access to capital sources and potential buyers, the industry's best underwriting and sales comps database, and in-house resources including Property Marketing Studios, and a robust marketing platform to ensure your properties get the market attention they deserve.
- CBRE is fully committed to SLEB participation having partnered with our long-time collaborator Ben Marcus of certified SLEB Marcus Realty at 20%. Mr. Marcus will be an integral member of the team, serving as Deputy Team Leader and using his robust local networks to generate additional offers for the County.

We are committed to being Alameda County's strategic partner in developing and executing a disposition strategy that will maximize your value while achieving your time frame. Please don't hesitate to contact us with any additional questions.

Best regards,



Trevor Thorpe
Managing Director

**UNANIMOUS WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
OF
CBRE, INC.**

May 8, 2019

The undersigned, being all of the members of the Board of Directors (the “Board”) of CBRE, Inc., a Delaware corporation (the “Company”), acting without a meeting pursuant to Section 141(f) of the Delaware General Corporation Law and in accordance with the Company’s by-laws, hereby take the following actions as of the date set forth above:

RESOLVED, that all Managing Directors and their designees are hereby authorized to execute all agreements to which the Company is or will be a party (such as commission, listing, representation, services, management or co-brokerage agreements) and all transactional documents drafted, prepared, revised or signed by a real estate licensee for any transaction for which a real estate license is required, as permitted or required by the laws, rules and regulations of the jurisdiction in which the office is located, subject to receipt of any prior approvals required under the internal policies of the Company.

IN WITNESS WHEREOF, the undersigned have signed this consent as of the date first set forth above.

DocuSigned by:
Dara Bazzano
812725D86AE5425...

Dara A. Bazzano

Pasha Zargarof

Pasha Zargarof

BIDDER INFORMATION

Official Name of Bidder:	CBRE, Inc.				
Street Address Line 1:	1111 Broadway				
Street Address Line 2:	Suite 1850				
City:	Oakland	State:	CA	Zip Code:	94607
Webpage:	www.cbre.com				

Type of Entity / Organizational Structure (check one):

- ☒ Corporation
 ☐ Joint Venture
 ☐ Partnership
- ☐ Limited Liability Partnership
 ☐ Limited Liability Corporation
 ☐ Sole Proprietor
- ☐ Non-Profit / Church
 ☐ Other:

Jurisdiction of Organizational Structure:	Delaware
Date of Organizational Structure:	December 20, 2001
Federal Tax Identification Number:	██████████
Alameda County Supplier Identification Number (if applicable):	n/a
DIR Contractor Registration Number (if applicable):	n/a


Primary Contact Information:

Name / Title:	Trevor Thorpe, Managing Director		
Telephone Number:	T +1 510 874 1967	Alternate Number:	C +1 831 818 0468
Email Address:	Trevor.Thorpe@cbre.com		

BIDDER ACCEPTANCE

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - a. **General Requirements**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)
 - b. **Debarment & Suspension Policy**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)
 - c. **Iran Contracting Act (ICA) of 2010**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)
 - d. **General Environmental Requirements**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)
 - e. **Alameda County SLEB Program Overview**
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)
 - f. **Alameda County SLEB Program Additional Information**
[\[https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/\]](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)
 - g. **First Source**
[\[http://acgov.org/auditor/sleb/sourceprogram.htm\]](http://acgov.org/auditor/sleb/sourceprogram.htm)
 - h. **Online Contract Compliance System**
[\[http://acgov.org/auditor/sleb/elation.htm\]](http://acgov.org/auditor/sleb/elation.htm)
4. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and any contract that is awarded.

5. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, the Bidder certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
6. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
7. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented, or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.
8. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

SIGNATURE: 	
Name/Title of Authorized Signer: Trevor Thorpe, Managing Director	
Dated this 11/28/2022	day of _____ 20____

DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS \$25,000 AND OVER)

The Bidder, under penalty of perjury, certifies that, except as noted below, Bidder, its principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute the signature of this Certification.

BIDDER: CBRE, Inc.

PRINCIPAL: Trevor Thorpe TITLE: Managing Director

SIGNATURE:  DATE: 11/28/2022

SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

Instructions: On the following page is the SLEB Information Sheet. Every Bidder must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement. The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.



If a Bidder is located within Alameda County but not a certified SLEB, the following documentation must be uploaded as part of the bid documents:

- Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
- Proof of six months business residency, identifying the Bidder's name of the vendor and the local address. Utility bills, deeds of trusts or lease agreements, etc., are acceptable verification documents to prove residency

SLEB certification must be valid at the time of bid proposal submittal for SLEB primes and SLEB subcontractor(s).

- For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, GSA.OAP@acgov.org.
- For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, OCCR@acgov.org, (510) 891-5500.

CBRE Oakland Business License

CITY OF OAKLAND		
BUSINESS TAX CERTIFICATE		
ACCOUNT NUMBER	The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 5.04.190(A), of the O.M.C. you are allowed a renewal grace period until March 1st the following year.	
00004181		
DBA	CBRE INC	EXPIRATION DATE 12/31/2022
BUSINESS LOCATION	2375 N GLENVILLE DR BLDG A RICHARDSON, TX 75082-4315	 Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications
BUSINESS TYPE	F Real Estate Agent	
<hr/>		
	CBRE, INC OPERATIONAL TAXES 2375 N GLENVILLE DR BLDG A RICHARDSON, TX 75082-4315	

A BUSINESS TAX CERTIFICATE
IS REQUIRED FOR EACH
BUSINESS LOCATION AND IS
NOT VALID FOR ANY OTHER
ADDRESS.

ALL OAKLAND BUSINESSES
MUST OBTAIN A VALID
ZONING CLEARANCE TO
OPERATE YOUR BUSINESS
LEGALLY. RENTAL OF REAL
PROPERTY IS EXCLUDED
FROM ZONING.

PUBLIC INFORMATION ABOVE
THIS LINE TO BE
CONSPICUOUSLY POSTED!

CBRE Six Months Business Residency

• 1111 BROADWAY •

• Oakland, California •

• OFFICE BUILDING LEASE •

BASIC LEASE INFORMATION

Date of Lease: August 26, 2016

Landlord: BROADWAY FRANKLIN LLC,
a Delaware limited liability company

**Landlord's Address
For Notices:** Broadway Franklin LLC
1111 Broadway, Suite 2100
Oakland, CA 94607
Attn: Ms. Gloria Gil

Electronic Transfers: Bank: Union Bank
Bank City, State: Los Angeles, CA
Account Name: BROADWAY FRANKLIN LLC,
CBRE, Inc. AFF BROADWAY FRANKLIN LLC
Account Number: [REDACTED]
ABA Number: [REDACTED]
Bank Address: Union Bank
445 S. Figueroa Street, 10th Floor
MC G13-283
Los Angeles, CA 90071

Property ID: FUE001
PO Box 82552
Goleta, CA 93118

Tenant: CBRE, INC.,
a Delaware corporation

**Tenant's Address
For Notices:** 100 Rosecrans Blvd, Suite 1000
El Segundo, CA 90245
Attn: Global Facilities

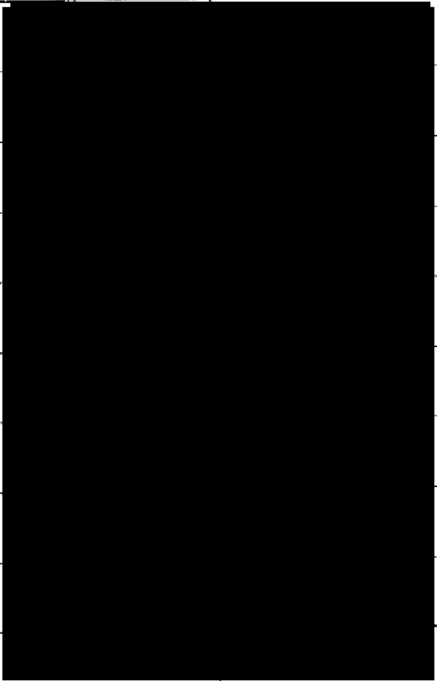
with a copy to:

CBRE, Inc.
6055 Primacy Parkway, Suite 300
Memphis, TN 38119
Attention: Portfolio Administration Services

Building:	1111 Broadway, Oakland, California
Leased Premises:	Suite 1850
Rentable Area of Leased Premises:	Approximately 9,755 rentable square feet, but subject to adjustment following completion of the "Remeasurement" (as defined below).
Rentable Area of the Building:	Approximately 566,168 rentable square feet
City Center:	<p>The Building and Project are part of City Center (described below).</p> <p>Oakland City Center (located in the area bounded by Broadway, Fourteenth Street, Clay Street and Eleventh Street) is a self-contained business community that includes an integrated system of pedestrian walkways, driveways, and landscaping through a complex of office buildings with retail spaces on the ground levels (collectively, "City Center"). Also included in City Center is an underground parking facility and access to the 12th Street BART station.</p>
Commencement Date:	<p>The later of (a) the date the "Landlord's Work" (as defined below) is substantially complete and Landlord delivers possession of the Leased Premises to Tenant, or, if earlier the date Landlord's Work would have been substantially complete without any delay caused by Tenant (in any such case, as reasonably determined by Landlord), or (b) November 1, 2016. If the Commencement Date has not occurred by July 1, 2017 for any reason other than delay caused by Tenant, Tenant shall have the right to terminate this Lease at any time before the occurrence of the Commencement Date.</p>
Rent Commencement Date:	<p>The first to occur of (a) the date that is one hundred fifty (150) days following the Commencement Date, or (b) the date Tenant commences business at the Leased Premises.</p>
Term Expiration Date:	<p>The day before the tenth (10th) anniversary of the Rent Commencement Date, plus such additional days, if any, so that the Term Expiration Date occurs on the last day of the applicable calendar month.</p>
Option to Extend:	<p>Number of Options: One (1) Years per Option Term: Five (5)</p>

Base Rent:

Beginning on the Rent Commencement Date (but subject, in any event, to adjustment following completion of the Remeasurement):

Months	Monthly Base Rent	Annual Base Rent
1 – 12		
13 – 24		
25 – 36		
37 – 48		
49 – 60		
61 – 72		
73 – 84		
85 – 96		
97 – 108		
109 – Term Expiration Date		


Base Year:

Calendar year 2017

Tenant's Proportionate Share:



Parking Spaces:

Up to  spaces, but subject to adjustment following completion of the Remeasurement.

Security Deposit:

None.

Guarantor:

None.

Landlord's Broker:



Tenant's Broker:

CBRE, Inc.

SLEB INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form.

Bidders that are not certified SLEBS (for the definition of a SLEB, see [Alameda County SLEB Program Overview; \[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economical, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments, prime, and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with [Elation Systems; \[http://www.elationsys.com/elationsys/\]](http://www.elationsys.com/elationsys/).

☐ **BIDDER IS A CERTIFIED SLEB (sign at bottom of page)**

SLEB BIDDER Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

NAICS Codes Included in Certification: _____

OR

☒ **BIDDER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT 20 % WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: commercial real estate brokerage services**


SLEB Subcontractor Business Name: Marcus Realty

SLEB Certification #: 21-00038 SLEB Certification Expiration Date: April 30, 2023

SLEB Certification Status: ☒ Small / ☐ Emerging

NAICS Codes Included in Certification: 531210

SLEB Subcontractor Principal Name: Ben Marcus

SLEB Subcontractor Principal Signature:  Ben Marcus

Upon award, Bidder (the Prime Contractor) and all SLEB subcontractors agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation, including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Printed Name/Title: CBRE, Inc. | Trevor Thorpe, Managing Director

Street Address: 1111 Broadway, Suite 1850 City Oakland State CA Zip Code 94607

Bidder Signature:  Date: 11/28/2022



ALAMEDA COUNTY
AUDITOR-CONTROLLER AGENCY
MELISSA WILK
AUDITOR-CONTROLLER/CLERK-RECORDER

March 14, 2022

Certification No. 21-00038

Marcus Realty
352 Mountain Ave
Piedmont, CA 94611

Attention: Benjamin Marcus

Congratulations on the successful completion of your recertification application for Alameda County's Small, Local, Emerging Business (SLEB) Program!

You have been recertified as a SMALL business for the period of May 01, 2022 through April 30, 2023 for the following NAICS code(s): 531210.

When permitted by law, the County's procurement policy is to solicit bids and proposals from certified SLEBs, and if none are available, then from local Alameda County firms. Other benefits of being a certified SLEB include:

1. Marcus Realty will be added as a certified supplier to Alameda County's Local Vendor Database.
2. SLEBs competing for County contracts over \$25,000 may be eligible to receive a 5% SLEB bid preference on qualified goods and services contracts and an additional 5% local preference (for a total 10% bid preference) when submitting sealed bids.
3. Non-SLEB certified firms are required to partner a minimum 20% with certified SLEBs for most goods and services contracts with the County.
4. As a certified SLEB, you may elect to receive e-mail information from the County about contracting opportunities and outreach/training events. You can register and select the type of messages you receive by visiting the County's main website at www.acgov.org and scroll down to the envelope icon at the bottom of the page for eSubscribe.

Alameda County reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the County of Alameda and U.S. Small Business Administration size standards and definitions.

You are required to report any changes in your business. If you are named as a SLEB prime or sub-contractor in an Alameda County contract, you must maintain your SLEB certification status as active during the term of the contract. Please be advised that becoming decertified may impact any current contracts that you are participating in and future contracts that you may want to bid on. County contract terms may also require that you utilize the County's online web-based contract compliance application, Elation Systems at www.elationsys.com. Failure to comply with the requirements stated in this letter could jeopardize your SLEB certification status and impact County contracting opportunities.

Marcus Realty will be notified 90, 60 and 30 days prior to the expiration of this certification. Please contact us to update any changes in your email address.

If you have any questions, please contact the SLEB Certification office at (510) 891-5500 or by e-mail at ACSLEBcertification@acgov.org. Please refer to your certification number as it appears on this letter.

Thank you for your interest in the SLEB program and doing business with Alameda County!

Sincerely,

Josephine Quach

Josephine Quach
Office of Auditor-Controller, Principal Auditor

Office of the Auditor-Controller
1221 Oak St., Suite 249
Oakland, CA 94612
Tel: (510) 272-6565
Fax: (510) 272-6502

Central Collections Division
1221 Oak St., Suite 220
Oakland, CA 94612
Tel: (510) 208-9900
Fax: (510) 208-9932

Clerk-Recorder's Office, Main
1106 Madison St., 1st Floor
Oakland, CA 94607
Tel: (510) 272-6362
Fax: (510) 208-9858

Clerk-Recorder's Office, Tri-Valley
7600 Dublin Blvd.
Dublin, CA 94568
Tel: (510) 272-6362
Fax: (510) 208-9858

BIDDER MINIMUM QUALIFICATIONS

Instructions: Bidder must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFP documents.

- a. Bidder must be regularly and continuously engaged in the business of providing real estate sales brokerage services in the San Francisco/East Bay market for at least ten (10) years, which must be clearly stated or demonstrated in the bid response. Bidder experience shall be verifiable through the references provided, or through a summary of past projects completed submitted at the time of bid submission date.
- b. Bidder must specialize in the disposition of government-owned properties, particularly office buildings by public auction per Gov. Code 25526-25535. This must be demonstrated in the bid submittal and submission of references.
- c. Bidder must be a certified current California Real Estate Broker with experience selling governmental properties, which must be clearly demonstrated in the bid response packet, by providing a copy of the certification.
- d. Bidders key personnel shall be California licensed Real Estate Agents. Copies of the California Real Estate licenses shall be submitted at the time of bid.
- e. The Bidder must provide proof of any other permits, licenses, and/or professional credentials necessary to supply products and perform services as specified in this RFP if requested by the County.
- f. Bidder must also possess all other permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum or published Questions and Answers, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

Maximum Length: None

CBRE Minimum Qualifications

a. Bidder must be regularly and continuously engaged in the business of providing real estate sales brokerage services in the San Francisco/East Bay market for at least ten (10) years, which must be clearly stated or demonstrated in the bid response. Bidder experience shall be verifiable through the references provided, or through a summary of past projects completed submitted at the time of bid submission date.

Confirmed. CBRE has been active in the East Bay Market since 1925. Our licensing records online date to 1972.

Oakland is our home

The CBRE Oakland office alongside our Walnut Creek office, forms an integral part of CBRE's presence in the East Bay. Established in 1925, CBRE has been a leading commercial real estate services provider representing clients of all sizes in Alameda, Oakland, and other cities in the County.

CBRE's market activity in Oakland provides Alameda County with the most in-depth market knowledge, best insight into developer and user preferences, and the operating experience to lead you to the highest price for your properties.

Our performance in the City of Oakland and Alameda is described below.

The East Bay's premier brokerage firm



Active in Alameda
County since 1925



1,200+ transactions in
36 months in Alameda
County alone



#1 market share in Bay
Area industrial, office &
multifamily transaction



\$6.3B in Transaction Value

Across all property types in Alameda
County alone since 2019



295 employees & 2 offices

Serving Alameda County and the East Bay



17.8 Million SF sold

Across office, industrial, land, retail, hospitality
categories in Alameda County alone since 2019



40 Million SF leased

Across office, industrial, land, retail, hospitality
categories in Alameda County alone since 2019

\$2.7B

Transaction volume in
the City of Oakland since 2019

10.3M

Square feet transacted in the City of Oakland
since 2019

Sample similar transactions

Address	City	Type	Size (SF)
2820 Filbert	Oakland	Apartments	50,000
4198 Piedmont Ave	Oakland	Apartments/Retail	12,500
675 Cedar	Berkeley	Industrial	30,841
2150 Dwight Way	Berkeley	Industrial	6,750
1550 Park Ave	Emeryville	Industrial	12,000
1468 66th Street (9 Bldgs)	Emeryville	Industrial	155,174
4120 Pt. Eden	Hayward	Industrial	153,000
5476 Brisa Street	Livermore	Industrial	60,000
7000 Gateway	Newark	Industrial	70,000
1800 and 1809 Peralta	Oakland	Industrial	30,000
1919 and 1933 Peralta	Oakland	Industrial	36,000
1733 Peralta	Oakland	Industrial	10,000
2201 Poplar Street	Oakland	Inudustrial	190,000
2201 Poplar Street (twice)	Oakland	Industrial	190,000
1920 Castro	Oakland	Industrial	3,450
849 29th Street	Oakland	Industrial	15,800
5601 San Leandro Street	Oakland	Industrial	271,247
1255 21st St	Oakland	Industrial	100,000
1699 West Grand	Oakland	Industrial	162,000
1699 West Grand (twice)	Oakland	Industrial	162,000
1708 Wood St	Oakland	Industrial	20,660
2201 Poplar	Oakland	Industrial	190,000
2201 Poplar (twice)	Oakland	Industrial	190,000
225 2nd St	Oakland	Industrial	10,000
2431 Peralta	Oakland	Industrial	77,000
580 Julie Ann Way (buyer repped)	Oakland	Industrial	70,000
7801 Oakport St	Oakland	Industrial	12,500
810 81st Street	Oakland	Industrial	198,000
West Grand and Mandela	Oakland	Industrial	428,583
3300 Alameda Ave	Oakland	Inudustrial	1,200,000
1500 Wood Street	Oakland	Industrial	36,250
730 San Pablo Ave	Pinole	Industrial	24,800

confidential

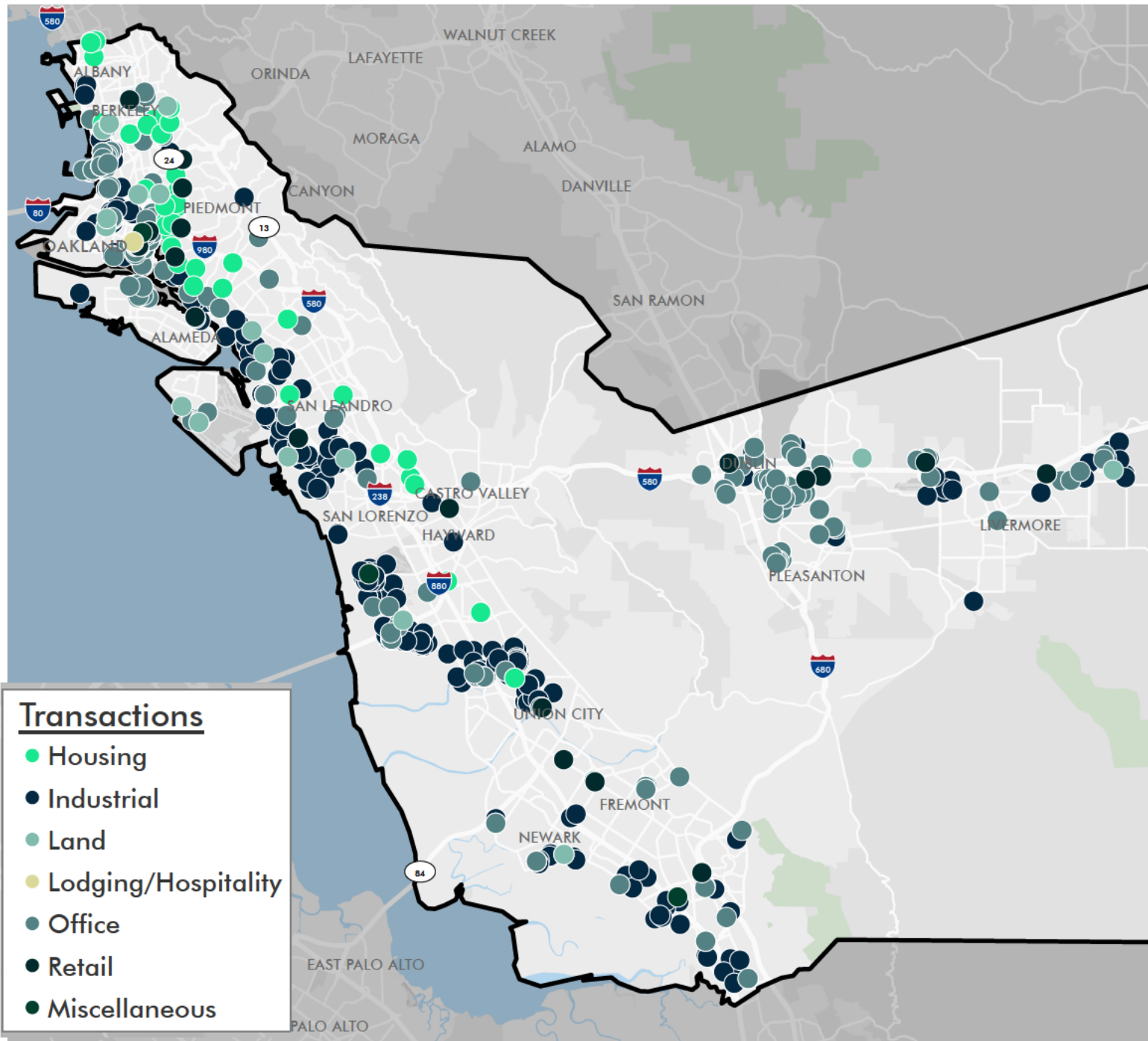
Address	City	Type	Size (SF)
2700-2800 Merced St	San Leandro	Industrial	250,000
2477 Liston Way	Union City	Industrial	218,000
30315 Union City Blvd	Union City	Industrial	156,000
1151 Harbor Bay Parkway	Alameda	Office	44,000
1451 Harbor Bay Parkway	Alameda	Office	86,000
1501 Harbor Bay	Alameda	Office	102,000
3017 Telegraph Ave	Berkeley	Office	15,415
2168 Shattuck Ave	Berkeley	Office	30,000
2389-2399 Shattuck	Berkeley	Office	17,251
5650 Hollis St	Emeryville	Office	64,000
1550 Park Ave	Emeryville	Office	12,000
5901 College Ave(Nestle Campus)	Oakland	Office	83,000
320 13th Street	Oakland	Office	19,435
2930 Lakeshore Ave	Oakland	Office	17,845
2001 Broadway	Oakland	Office	57,000
2131 Broadway	Oakland	Office	27,000
150 Grand Ave	Oakland	Office	17,000
1611 Telegraph Ave	Oakland	Office	115,000
1701 Broadway	Oakland	Office	20,000
1755 Broadway	Oakland	Office	45,000
1951 Webster St	Oakland	Office	12,960
200 Webster	Oakland	Office	23,627
2001 Broadway	Oakland	Office	57,000
482 W MacArthur	Oakland	Office	6,414
519 17th St	Oakland	Office	54,000
548 20th Street	Oakland	Office	14,000
725-834 Washington	Oakland	Office	12,000
7700 Edgewater	Oakland	Office	208,000
80 Swan Way	Oakland	Office	52,466
Old Oakland	Oakland	Office	206,000
Redwood Business Park	Petaluma	Office	170,000
1252 Quarry Lane	Pleasanton	Office	17,625
5776 Stoneridge Mall Rd	Pleasanton	Office	73,202
5933 Coronado Lane	Pleasanton	Office	19,300
Gibraltar Center	Pleasanton	Office	101,675
Hacienda Plaza	Pleasanton	Office	78,415
Saratoga Center	Pleasanton	Office	83,234
Sunol Center	Pleasanton	Office	116,680
2055-2075 Woodside Road	Redwood City	Office	27,000
618 8th Street	Richmond	Office/Industrial	21,822
3220 Blume Dr	Richmond	Office	45,350
1300 U Street	Sacramento	Office	50,000
2350 Mission College Blvd	Santa Clara	Office	17,000

Address	City	Type	Size (SF)
2800 San Thomas Express-way	Santa Clara	Office	475,000
4275 Burton Dr	Santa Clara	Office	105,223
1260 N Dutton Ave	Santa Rosa	Office	56,301
2160 North Pt	Santa Rosa	Office	84,821
100 Enterprise Way	Scotts Valley	Office Mixed Use	368,788
1220 Midas Way	Sunnyvale	R&D	55,000
530 Lakeside Dr	Sunnyvale	Office	45,000
930 Hamlin Ct	Sunnyvale	Office	42,000
150-190 N Widget Lane	Walnut Creek	Office	55,290
1402 Solano Ave	Albany	Office Mixed Use	2,361
4407-7709 Piedmont Ave	Oakland	Office Mixed Use	3,000
5336 College Ave	Oakland	Office Mixed Use	3,772
6550 Dumbarten Circle	Fremont	R&D	96,000
1945 Broadway	Oakland	Redev	400,000
1950 Addison	Berkeley	Resi Dev	25,000
2700 Shattuck	Berkeley	Resi Dev	22,514
2855 Broadway	Oakland	Resi Dev	17,543
459 23rd Street	Oakland	Resi Dev	15,210
2003 Telegraph Ave	Oakland	Resi Dev	10,000
1314 Franklin	Oakland	Resi Dev	60,000
3093 Broadway	Oakland	Resi Dev	153,000
26th & Broadway	Oakland	Resi Dev	45,489
40th & Shafter	Oakland	Resi Dev	14,375
501 Auto Center Dr	Antioch	Retail	7,540
640 Hegenberger	Oakland	Retail	70,814
3000 Broadway	Oakland	Retail	9,700
5615 College Ave	Oakland	Retail	5,000
3535 35th Avenue	Oakland	Retail - Free Standing	1,283
6201-6211 Antioch St	Oakland	retail, Resi and office	11,122
6464-6466 Moraga	Oakland	Retail-Free Standing	2,825
3250 Buskirk Ave	Pleasant Hill	Retail	70,830
2023 8th Street	Berkeley	School	28,800
2023 8th Street (twice)	Berkeley	School	28,800
2598 Shattuck Ave	Berkeley	Showroom	44,000
2428 Webster	Oakland	Showroom	15,110
2820 Broadway	Oakland	Showroom	16,000
525 Bellevue Ave	Oakland	Club	36,000

Transacting throughout Alameda County

\$6.3B

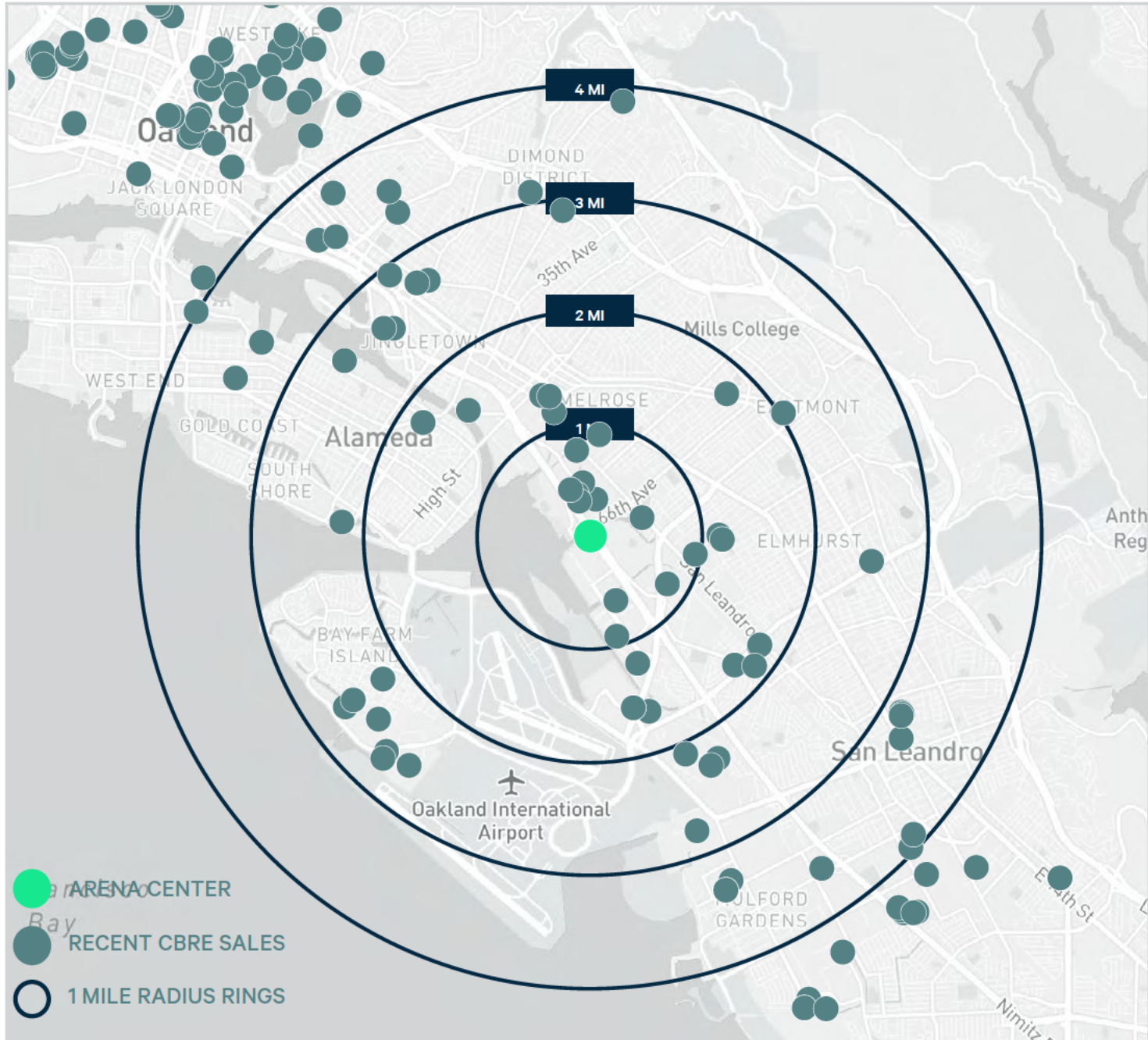
CBRE transaction volume in Alameda County
since 2019



CBRE knows your market

200+

CBRE brokered sales near Arena Center and in
Coliseum Submarket since 2018



Better Strategy.

More Buyers.

Better Outcomes.

Sample recent sales are highlighted below:

Sonoma County, CA

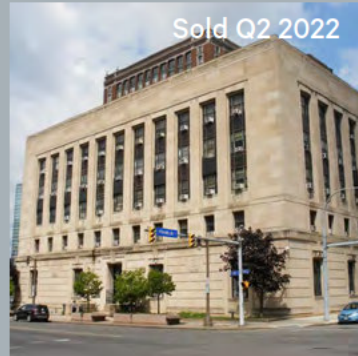
Buildings & Property Sold - Public Auction



- 107 days from listing to close
- Sold for 225% above initial bid
- Former office buildings in varying condition
- Auction via Gov. Code 25526-25535

State of New York

Building Sold - Public Auction



- ±60,000 SF State office building
- 9 bidders
- Sold for 5x more than opening bid

State of Florida

Sample Properties Sold, Sealed Bid Process



Office building on 4 acres, sold for \$62M, 20% over minimum bid



Office building, sold for \$5.9M



Office buildings, sold for 25% over minimum bid

- 49 properties sold
- \$112M value
- 2300+ acres
- 20% over minimum bid on average

Long Beach Unified School District, CA



±21,000 SF - On the Market

State of South Carolina

Sample Properties Sold



Dated office building, sold for \$3.8M



Medical College of South Carolina office tower, sold for \$18M

— 47 properties sold — \$60M value — 560+ acres



#1 Investment Sales Firm 16 years in a row

- All property types: land, campuses, build to suits, office buildings, golf courses, marinas, etc
- Aligning procurement policies with market expectations
- Intelligent negotiation to achieve your goals
- Reducing your risk throughout the transaction

\$388.7B

2021 Global Sales Volume

25,225

2021 Properties sold Globally

Our designers, writers, web publishers and communications teams offer a **complete in-house marketing shop** to support marketing and special projects needs efficiently and at no extra cost.

Why CBRE?



World leader in commercial real estate investment sales in the U.S. during 2021 for the 16th consecutive year



Best insight into market for Oakport Properties with over \$2.7B sold in Oakland since 2019, more than any other firm



Most active Alameda County team with over \$6.4B sold locally since 2019



Proven processes for selling office buildings by public auction per Gov. Code 25526-25535 at peak prices in compliance with all requirements



Track record of success representing public sector clients in the disposition of high priority assets

Your best choice in Oakland

Bidder must demonstrate the ability to have successfully conducted real estate auctions in an urban area in California. This must be demonstrated in the bid submittal.

Successful real estate auctions in urban area of California



Latham Square

1611 Telegraph Ave, Oakland CA

± 115,000 SF office building in downtown Oakland

Sold by Kathy Kelleher at auction

Starting bid: \$4,000,000

Sale Price: \$11,500,000



Enterprise Technology Center

100 Enterprise Way, Scotts Valley CA

±472,000 SF office campus

Sold by Kathy Kelleher at auction

Starting bid: \$5,000,000

Sale Price: \$12,150,000



640 Hegenberger Rd, Oakland CA

± 71,000 SF shopping center

Sold by Kathy Kelleher at auction

Starting bid: \$5,000,000

Sale Price: \$8,800,000



6000 Lone Tree Way, Brentwood CA 94513

±31,268 SF retail

Sold by Kathy Kelleher at auction

Starting bid: \$1,300,000

Sale price: \$3,075,000

c. Bidder must be a certified current California Real Estate Broker with experience selling governmental properties, which must be clearly demonstrated in the bid response packet, by providing a copy of the certification.

Confirmed. CBRE is licensed under Lic. 00409987. Our Public Institutions & Education Solutions (PIES) group exclusively focuses on the real estate needs of governmental clients and has been providing these services within CBRE since 2008 and as individuals for over 25 years. We have provided additional case studies throughout this response.

STATE OF CALIFORNIA DEPARTMENT OF REAL ESTATE

In reviewing a licensee's information, please be aware that license discipline information may have been removed from a licensee's record pursuant to Business & Professions Code Section 10083.2 (c). However, discipline information may be available from the California Department of Real Estate upon submittal of a request, or by calling the Department's public information line at 1-877-373-4542.

The license information shown below represents public information. It will not reflect pending licensing changes which are being reviewed for subsequent updating. Although the business and mailing addresses of real estate licensees are included, this information is not intended for mass mailing purposes.

Some historical disciplinary action documents may not be in compliance with certain accessibility functions. For assistance with these documents, please contact the Department's Licensing Flag Section.

License information taken from records of the Department of Real Estate on 4/27/2021 7:37:53 AM

License Type:	CORPORATION
Name:	CBRE, Inc.
Mailing Address:	400 S HOPE STREET 25TH FLOOR LOS ANGELES, CA 90071
License ID:	00409987
Expiration Date:	08/09/23
License Status:	LICENSED
Corporation License Issued:	01/04/72 (Unofficial -- taken from secondary records)
Former Name(s):	CB Commercial Real Estate Group Inc CB Richard Ellis Inc Coldwell Banker Commercial Group Inc Coldwell Banker Management Corp
Main Office:	400 S HOPE ST 25 FLOOR LOS ANGELES, CA 90071

d. Bidders key personnel shall be California licensed Real Estate Agents. Copies of the California Real Estate licenses shall be submitted at the time of bid.

Confirmed. CBRE key personnel are licensed in California. Please click [here](#) for copies of the licenses.
License numbers are provided below:

Kathy Kelleher: 00924895- Expires 07/11/2025	Mike Raffetto: 01201289 - Expires 09/10/23
Ben Marcus: 01348820 - Expires 08/19/26	Trevor Thorpe: 01024740- Expires 08/10/26
Mark Kol: 01251158- Expires 01/25/23	Brian Hutcherson: 02075144 - Expires 10/22/26

e. The Bidder must provide proof of any other permits, licenses, and/or professional credentials necessary to supply products and perform services as specified in this RFP if requested by the County.

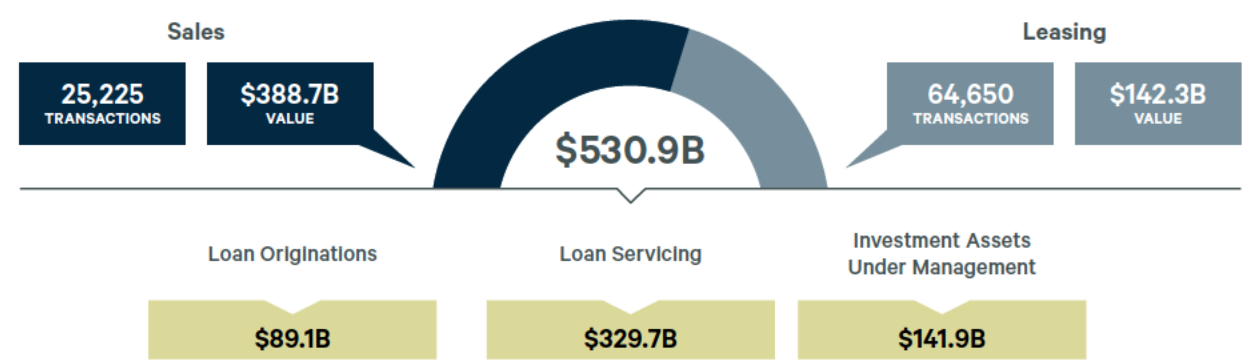
Confirmed. CBRE is a licensed real estate broker in California under License 00409987 Expiring 08/09/23 and our key personnel are also licensed real estate professionals in the state as described above.

f. Bidder must also possess all other permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum or published Questions and Answers, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

Confirmed. CBRE is a licensed real estate broker in California and our key personnel are also licensed real estate professionals in the state. We have all other permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP.

90% of the Fortune 100 and over 100 public sector clients trust CBRE with their real estate portfolios and projects.

2021 Business Activity Statistics



BIDDERS COMMISSION FEES/RATES

BIDDER HAS TO PROVIDE THE COMMISSION RATES, TERMS AND SCHEDULE TO THE PROPERTY.

Bid proposals that do not comply may be rejected.

The commission fees/rates quoted must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this RFP.

By submission through the Alameda County [EZSourcing Supplier Portal](#), Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County [EZSourcing Supplier Portal](#) and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

Commission Rate

RATES/FEES SHALL BE SUBMITTED ON THE BID FORM EXCEL TAB AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED. Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for the three-year term of any contract that is a result of this bid.

Confirmed, CBRE has provided our rates/fees on the provided Excel sheet and uploaded it to the Alameda County Strategic Sourcing Supplier Portal. For your convenience, our proposed rate is 1.5% of the sale price. This full amount will be paid to CBRE from proceeds of the sale upon closing. In the event the buyer is procured by a Cooperating Broker, said commission shall be subject to written approval of the County of Alameda or shall be paid by the buyer.

Within 30 days after the expiration or termination of this Agreement or any particular engagement to provide the Services, CBRE shall provide the County with a list of all parties with whom CBRE was engaged in active negotiations with respect to leases or other transactions for which fees could be earned under this Agreement. CBRE shall also provide the County with written evidence of such negotiations. If within one year after such expiration or termination date, the County enters into any agreement of sale, lease, sublease or other written agreement with a party on such list for which a fee would have been earned hereunder, CBRE shall earn the fee provided for under this Agreement to the same extent as if the Services had not expired or terminated. Upon the expiration of the year period, CBRE may present to the County for its consideration an extension of the fee protection period for any existing transactions which remain active and imminent. The County shall not be obligated to extend such period, but the Parties shall negotiate in good faith a fair compensation arrangement for the work performed by CBRE (or its Subagents) prior to termination. This paragraph shall survive the termination or expiration of this Agreement.

TABLE OF KEY PERSONNEL

Instructions: Bidder is to provide a **Table of Key Personnel**. The table is to include all essential personnel associated with providing services to the County, including collaborating partners.

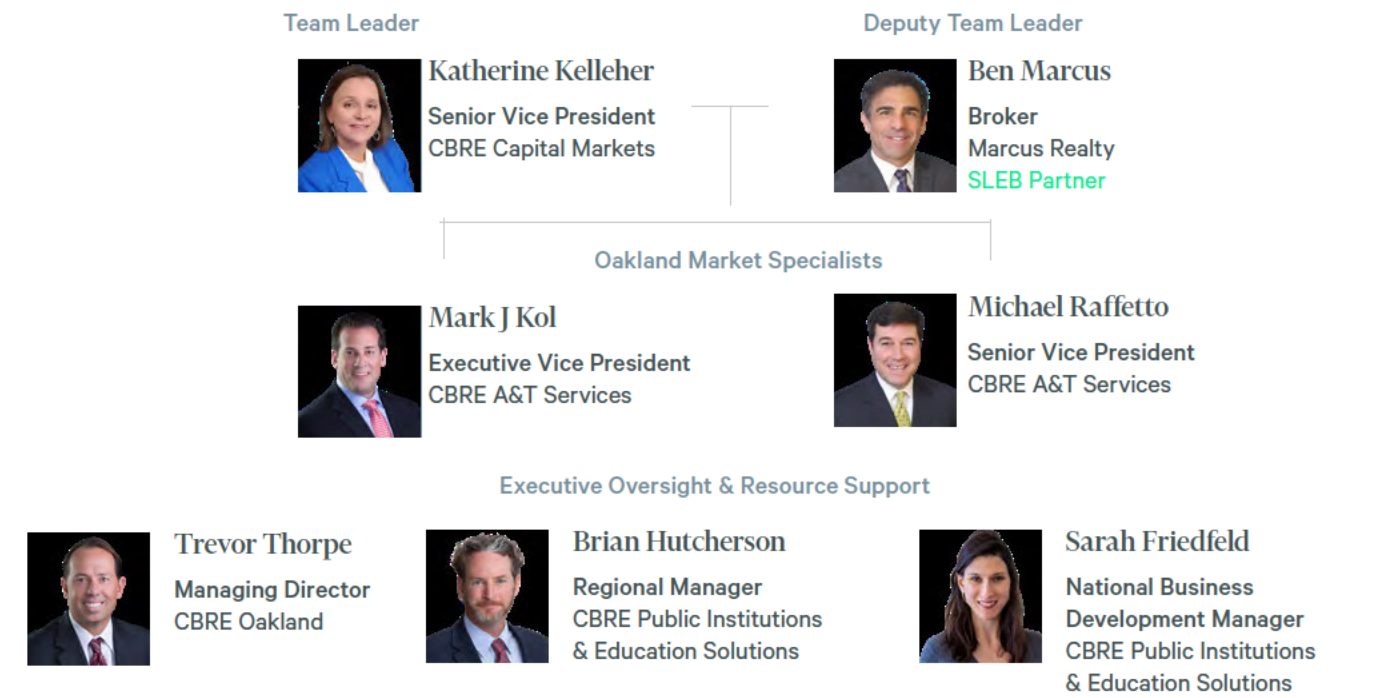
To appropriately evaluate Bidder's qualifications, the table should include the following information for each key person:

1. The person's relationship with Bidder, including job title and years of employment with Bidder.
2. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.
3. The person's role in connection with the RFP and any awarded contract.
4. Educational background; and
5. Related experience on similar projects, certifications, and merits.

If a Bidder collaborates with any other partners or subcontractors, the Bidder shall identify all key personnel, subcontractors, subcontractor qualifications, and how they plan to work together. Bidder shall identify any existing agreements or MOUs between the Bidder(s) and proposed collaborator(s).

Maximum Length: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae. Résumé and curriculum vitae are subject to public disclosure and business addresses should be used not home addresses.

Key Personnel



Key Personnel	Relationship with Bidder including job title and years of employment with Bidder	Work Contact Information	Role	Educational background	Related experience on similar projects, certifications, and merits
Kathy Kelleher	Senior Vice President, CBRE Advisory & Transaction Services 29 years with CBRE	1111 Broadway Suite 1850 Oakland, CA 94607 T: 510 874 1909 C: 510 915 8842 kathy.kelleher@cbre.com	Team Leader & Capital Markets Engagement	University of California, Santa Barbara, Bachelor of Arts	<ul style="list-style-type: none"> - Licensed CA real estate salesperson - Top producer in the Oakland CBRE office for 2005, 2006, 2010, 2011 and 2015 - Multiple urban auction sales

Key Personnel	Relationship with Bidder including job title and years of employment with Bidder	Work Contact Information	Role	Educational background	Related experience on similar projects, certifications, and merits
Ben Marcus	Marcus Realty, SLEB Broker 2 years with Marcus Realty, 18 years with CBRE previously	352 Mountain Ave, Piedmont, CA 94611 ben.marcorealty@gmail.com	Deputy Team Leader and Brokerage	University of California at Berkley, BA in Legal Studies and Economics	<ul style="list-style-type: none"> - Licensed CA broker and attorney - California Certified Property Manager - Rental Housing Association of Northern and Southern Alameda County - Over \$124M in recent sales locally - SLEB certified
Mark Kol	Executive Vice President, CBRE Advisory & Transaction Services 24 years with CBRE	1111 Broadway, Suite 1850, Oakland, CA, 94607 +1 510 874 1992 mark.kol@cbre.com	Brokerage	The University of Arkansas, Bachelor of Arts, Finance and Real Estate	<ul style="list-style-type: none"> - Licensed CA real estate salesperson - Oakland Office Rookie of the Year, 2000 - Consistently Member of Oakland's "Top Five" & #1 Producer - 2 million SF of office properties sold
Mike Raffetto	Senior Vice President, CBRE Advisory & Transaction Services 7 years with CBRE	1111 Broadway, Suite 1850, Oakland, CA, 94607 T 510 874 1994 C 510 290 2907 mike.raffetto@cbre.com	Brokerage	Bachelor's Degree, University of California, Berkeley	<ul style="list-style-type: none"> - Licensed CA real estate salesperson - Has participated in nearly 750,000 SF of biotech transactions and represents significant biotech assignments in the Greater Oakland market - Consistently Member of Oakland's "Top Five"
Trevor Thorpe	Managing Director, CBRE East Bay 17 years with CBRE	1111 Broadway Suite 1850 Oakland, CA 94607 T: 510 874 1967 C: 831 818 0468 trevor.thorpe@cbre.com	Executive Oversight & Resource Management	<ul style="list-style-type: none"> - Cabrillo College, Real Estate Major - Commercial Investment Real Estate Institute CCIM Program - Institute of Real Estate Management CPM Program 	<ul style="list-style-type: none"> - Licensed CA real estate broker - Commercial Investment Real Estate Institute (CCIM)Program - Institute of Real Estate Management CPM Program - Former Director, California Association of Realtors - Urban Land Institute, Member - International Council of Shopping Centers, Member

Key Personnel	Relationship with Bidder including job title and years of employment with Bidder	Work Contact Information	Role	Educational background	Related experience on similar projects, certifications, and merits
Brian Hutcherson	Western Regional Manager, CBRE Public Institutions & Education Solutions 4 years with CBRE	4301 La Jolla Village Drive, Suite 3000, San Diego, CA 92122 T: 858 546 2639 C: 858 405 6109 brian.hutcherson@cbre.com	<ul style="list-style-type: none"> - Day-of Auction support - Government sales best practices - Client Care 	<ul style="list-style-type: none"> - Bachelor of Science, History, Texas Christian University - Master of Business Administration, University of Southern California 	<ul style="list-style-type: none"> - Licensed CA real estate salesperson - Project Manager, Sonoma County Chanate Campus Auction Disposition - Project Manager, North County Transit District Redevelopments - Project Management, US Navy Owned Property Development Analysis - Alameda Unified Schools Disposition - Long Beach Unified Schools Disposition
Sarah Friedfeld	National Business Development Manager, CBRE Public Institutions & Education Solutions 6 years with CBRE	1900 N St NW, Washington, DC 20036 202 585 5645 sarah.friedfeld@cbre.com	<ul style="list-style-type: none"> - Property marketing material development - Strategy support 	<ul style="list-style-type: none"> - Bachelor of Arts, International Affairs, James Madison University - Master of Business Administration, George Washington University 	<ul style="list-style-type: none"> - Licensed real estate sales person - Sonoma County Chanate Campus Auction Disposition - Disposition of Urbana University campus, OH - Disposition of Lakes Region Facility, NH - Sale and ground lease of the largest industrial land parcel in Northern VA on behalf of the Metropolitan Washington Airports Authority

Professional biographies



Katherine Kelleher
Senior Vice President
CBRE Advisory &
Transaction Services

Lic. 00924895
T: 510 8741909
C: 510 915 8842
kathy.kelleher@cbre.com

Clients Represented

- Berkadia
- Lennar Partners
- Edward Pike Company
- Ellis Partners
- Wolf Properties
- Fernbacher Family Trust
- STI
- Paine Webber Properties
- Teacher’s Insurance
- STG Group
- Trinet
- The RREEF Funds
- Levin, Menzies and Kelly Brennan Enterprises
- Libitzky Property
- LNR
- Breuner Management Company
- Investment Properties Group
- Center Automotive Parts, LLC
- Black Rock
- Harvest Properties
- The Isgrig Family
- El Pinal Associates

Experience

Katherine Kelleher has over 30 years of investment real estate experience, working with sellers and buyers as well as acting as a principal in all property types. She began her career with CBRE in 1984 and rejoined in the summer of 1997 as an Investment Sales Specialist. From 1984 to 1986, she worked in downtown San Francisco with the CBRE Institutional Real Estate Group. In May of 1986, she moved to New York City to help open the mid-town CBRE Institutional Real Estate office.

Prior to her present employment with CBRE, Katherine worked for Black Rock (formerly SSR Realty), and was responsible for acquisitions in all of the West Coast markets. In 1995 and 1996. From 1988 to 1995, Katherine worked for the RREEF Funds. For five of the nearly seven years at RREEF, she worked in the acquisitions and dispositions group. Katherine joined the RREEF Real Estate Securities group in 1993 and made REIT recommendations.

Katherine was recognized as a top producer in the Oakland CBRE office for 2005, 2006, 2010, 2011 and 2015. Katherine was the #1 producer for CBRE in the San Francisco East Bay 2015.

Achievements and Awards

- Katherine was honored by the East Bay Business Journal as a 2007 Woman of Distinction.

Professional Affiliations and Education

- Oakland Rotary 3
- East Bay Brokers Association (EBBA)
- University of California at Santa Barbara, Bachelor of Arts

Sample Transactions in Alameda County

Address	City	Type	Size (SF)	Address	City	Type	Size (SF)
1151 Harbor Bay Pkwy	Alameda	Office	44,000	1800 & 1809 Peralta	Oakland	Industrial	30,000
1451 Harbor Bay Pkwy	Alameda	Office	86,000	1919 & 1933 Peralta	Oakland	Industrial	36,000
1501 Harbor Bay Pkwy	Alameda	Office	102,000	2201 Poplar St	Oakland	Industrial	190,000
2820 Filbert	Oakland	Apts	50,000	5601 San Leandro St	Oakland	Industrial	271,247
675 Cedar	Berkeley	Industrial	30,841	1255 21st St	Oakland	Industrial	100,000
1468 66th St (9 Bldgs)	Emeryville	Industrial	155,174	1699 West Grand	Oakland	Industrial	162,000
4120 Pt. Eden	Hayward	Industrial	153,000	1699 West Grand	Oakland	Industrial	162,000
5476 Brisa St	Livermore	Industrial	60,000	1708 Wood St	Oakland	Industrial	20,660
7000 Gateway	Newark	Industrial	70,000	2201 Poplar	Oakland	Industrial	224,000
				225 2nd St	Oakland	Industrial	10,000



Katherine Kelleher
Senior Vice President
 CBRE Advisory &
 Transaction Services

Lic. 00924895
 T: 510 8741909
 C:: 510 915 8842
 kathy.kelleher@cbre.com

Clients Represented

- The Faidi Family
- Ed Shimon
- F. Rodgers Corporation
- SKS
- Brookwood Investors
- D.R. Stephen & Co.
- Fernbauer Family Trust
- Lincoln Property Co.

Address	City	Type	Size (SF)	Address	City	Type	Size (SF)
2431 Peralta	Oakland	Industrial	77,000	1951 Webster St	Oakland	Office	12,960
580 Julie Ann Way	Oakland	Industrial	70,000	200 Webster	Oakland	Office	23,627
7801 Oakport St	Oakland	Industrial	12,500	2001 Broadway	Oakland	Office	57,000
810 81st St	Oakland	Industrial	198,000	519 17th St	Oakland	Office	54,000
West Grand & Mandela	Oakland	Industrial	428,583	7700 Edgewater	Oakland	Office	208,000
1500 Wood Street	Oakland	Industrial	36,250	80 Swan Way	Oakland	Office	52,466
2700-2800 Merced St	San Leandro	Industrial	250,000	Old Oakland (901 Broadway)	Oakland	Office	206,000
2477 Liston Way	Union City	Industrial	218,000	1252 Quarry Ln	Pleasanton	Office	17,625
30315 Union City Blvd	Union City	Industrial	156,000	5776 Stoneridge Mall	Pleasanton	Office	73,202
5650 Hollis St	Emeryville	Office	64,000	Gibraltar Center	Pleasanton	Office	101,675
1550 Park Ave	Emeryville	Office	12,000	Hacienda Plaza	Pleasanton	Office	78,415
5901 College Ave (Nestle Campus)	Oakland	Office	83,000	Saratoga Center	Pleasanton	Office	83,234
2001 Broadway	Oakland	Office	57,000	Sunol Center	Pleasanton	Office	116,680
2131 Broadway	Oakland	Office	27,000	6550 Dumbarten	Fremont	R&D	96,000
150 Grand Ave	Oakland	Office	17,000	1945 Broadway	Oakland	Redev	400,000
1611 Telegraph Ave	Oakland	Office	115,000	3093 Broadway	Oakland	Resi Dev	153,000
1701 Broadway	Oakland	Office	20,000	26th & Broadway	Oakland	Resi Dev	45,489
1755 Broadway	Oakland	Office	45,000	640 Hegenberger	Oakland	Retail	70,814



Ben Marcus

Broker

Marcus Realty

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Clients Represented

- United States Post Office
- Bank of America
- Portugese Fraternal Society of America
- Satellite Affordable Housing Association
- Meridian Health
- Rishwain Family
- Elinor Dekoven
- Cellu Dhawan
- Ku Investments
- Friedkin Investments
- Goodhue Investments
- Sasaki Management Company
- Dryers' Nestle
- Starbucks
- Salon Centric
- Ritas Italian Ice
- O Reilly's Auto Parts

Experience

Marcus Realty is a certified SLEB and full service real estate and consulting company focused on relationships and integrity. Ben Marcus was a commercial agent for CBRE for 18 years. He brings proven working relationships and trust with our team members.

Ben Marcus' comprehensive knowledge of the Inner East Bay and his vast real estate experience affords him the capacity to serve a wide spectrum of commercial clients. Ben is a former owner of the Insomnia Espresso Chain that experience now benefits his clients given his acumen for all aspects of retail operations and transactions. Ben's 13 years as an apartment broker provides him with expertise in investment analyses and multifamily property operations. Ben has a law degree from the University of Cincinnati, which benefits his clients given his advanced education in the contractual negotiation process. As a native of Berkeley, CA, Ben has a special in-depth knowledge of the local market and Inner East Bay.

Ben takes special pride to insure the foremost interest of each and every client. Every client, every sale and every transaction is handled with a sense of integrity with the goal of building a long-term relationship.

Professional Affiliations

- California Certified Property Manager
- California State Bar Member
- Ohio State Bar Member
- Notary Public
- Rental Housing Association of Northern and Southern Alameda County

Education

- University of California Berkeley (BA Legal Studies and Economics)
- McGeorge School of International Law (Salzburg, Austria)
- University of Cincinnati School of Law, JD

Significant Assignments

Address	City	Units	Address	City	Units
Park Lane Apartments	San Leandro	61	Piedmont Theater & Retail Strip	Oakland	Retail Strip
Alpine Apartments	Hayward	57	Safeway Anchored Neighborhood Strip	Belmont	Retail Strip
Casa Luna Apartments	Hayward	48	Antioch Building	Montclair	Multi-tenant mixed use
Da Villa Woods	San Pablo	44	Ohio Smog	El Cerrito	Auto
Emeryville Portfolio	Emeryville	34	Wheel Works	Oakland	Auto
United States Postal Service	Various	Multiple Leases	1740 Detroit Avenue	Concord	32
Del Rey Oaks Neighborhood Center	Monterey	Shopping Center	2625 Pleasant Street	Oakland	23
444 Castro Street, Citibank	San Francisco	Retail Standalone	361-391 Fairmount	Oakland	20
Oceanside Neighborhood Center	Oceanside	Shopping Center	5321 D'Avilla Way	El Sobrante	44



Mark J. Kol
Executive Vice President
 CBRE Advisory &
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Clients Represented

- AMB
- AT&T Communications
- Atkins Sheep Ranch
- Banyan Energy
- Bayer HealthCare
- Boeing
- Brookfield Properties
- Cadbury Schweppes
- Cintas
- City National Bank
- Cymbabay
- EA Engineering
- Eastman Kodak
- Farmers Insurance
- First Group
- Genewiz, Inc.
- HCP
- Heidelberg USA
- IBM
- L-3 Communications Corp
- Living Spaces
- Parsons
- Paul, Hanley & Harley, LLP
- Pulte Homes
- Rich's Foods
- SBC Communications
- Schneider Electric
- Sherwin Williams
- Siemens
- Simeon Commercial Properties
- Thermage
- University of California
- UC San Francisco
- USPS
- Conf. Big Box Retailer (W*)
- Wareham
- Western Insulation

Experience

Mark has more than sixteen years of experience providing high level consulting and brokerage services to the I80/I880 East Bay community. He focuses on sale and leasing strategies for R&D, lab and office product, for both occupiers and owners alike. Mr. Kol's deep market knowledge, combined with his investment banking background, supplies his clients with unique and creative solutions tailored to their individual needs. By leveraging the CBRE platform, and customizing the Company's services to meet his clients' needs, Mark is able to implement a sound real estate approach that maximizes value for his clients

Achievements

- Oakland Office Rookie of the Year, 2000
- Member of Oakland's "Top Five," 2005, 2007, 2011, 2012, 2013, 2014

Professional Affiliations and Accreditations

- BioSciences Services Group
- East Bay Brokers Association

Education

- The University of Arkansas, Bachelor of Arts; Finance and Real Estate

Significant Assignments

Occupier Representation Transactions

Tenant	Type	Size
Living Spaces	Specialty	±1,200,00
Thermage, Inc.	Office/R&D/ MFG	±88,000
Siemens Building & Technology Group	Office	±55,000
Mendel Bio	Lab/R&D	±48,000
University of California, Berkeley	Office/Lab	±464,000
University of California, Berkeley	Office	±135,000
Siemens Diagnostics	Office/Lab	±75,000
IBM	Office	±30,029
University of California, San Francisco	Office	±51,000
McKesson	Office	±50,000
Bayer HealthCare	Office/Lab	±50,000

Seller Representation Transactions

Property	Size	Acres
Marina Village, Alameda, CA (19 Buildings)	±1,100,000	±200
Brittania Point Eden	±575,000	±25
Harbor Bay Pkwy, Alameda (Venture Commerce Center – 5 Buildings)	±500,000	
2000 & 1960 Mandela Pkwy, Oakland (Pacific Pipe)	±300,000	±13.88
1255 21st St, Oakland (Center Automotive)	±100,000	
8301 Capwell Ave, Oakland	±36,000	±4
3200 – 3300 Regatta Blvd, Richmond	±425,000	±25
Regatta Blvd, Richmond (sold to Pulte Homes)		±12
750 National Court, Richmond	±250,000	±10
Point Richmond Business Park, Richmond (3 building multi-tenant R&D campus, divided and buildings sold separately)	±97,000	±50,000
1717 Doolittle Dr, San Leandro	±425,000	±19
2661 Alvarado St, San Leandro	±85,000	±5.4



Michael Raffetto
Senior Vice President
 CBRE Advisory &
 Transaction Services

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Clients Represented

- Alexandria Real Estate Equities
- Lennar Partners
- KEERA
- Berkeley Land Company
- Ellis Partners
- Little Harbor Partners
- Cell Genesys Corp.
- Resilient Floor Covering Pension Fund
- The Martin Group
- Imperial Bank
- McGraw-Hill
- McLaren Hart
- Hummer Winblad
- Base Consulting Group
- Matrix International
- Glycomed, Inc.
- Geneteric

Experience

Mr. Raffetto has participated in nearly 750,000 square feet of biotech transactions and represents significant biotech assignments in the Greater Oakland market. Mr. Raffetto’s clients include Wareham Properties and Alexandria Real Estate Equities.

Achievements

- San Francisco Bay Area Region Rookie of the Year, 1997 (CBRE)
- Member of Oakland’s “Top Five,” 1999, 2000, 2003, 2006, 2007, 2009 (CBRE)

Education

- Bachelor’s Degree, University of California, Berkeley

Significant Assignments

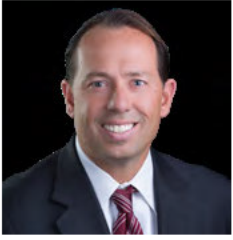
Biotech Tenants Secured

Tenant	Size
LBNL	±72,000
Gentric	±45,000
LBML	±36,000
Singulex	±32,000
Novartis	±22,000
Celera	±18,000
Thios	±18,000
Montclair Biosciences	±16,000
Mirai Bio	±15,000
All Cells	±15,000
Nanomix	±13,000
Thehys	±12,000
Crystal Biosciences	±10,000
Amyris	±10,000
Kinemed	±10,000
National Medical Services	±11,000
Covance	±7,000
Novacal Pharmaceuticals	±7,000
Eureka Therapeutics	±7,000
Proteom Technologies	±6,000
DSM	±90,000
Xenogen Corporation	±75,000
Lawrence Berkeley National Lab	±60,000

Tenant	Size
Bioneer	±20,000
Genteric	±20,000
Liquidity Nanofiber	±15,000
Aerovance	±12,000
Anza Therapeutics	±10,000
Fresenius	±8,000

Biotech Listing Assignments

Tenant	Size
Wareham Properties, Emeryville	±470,000
Wareham Properties, Berkeley	±100,000
Alexandria Real Estate Equities, Alameda	±90,000
Wareham Properties, Emeryville	±470,000
Wareham Properties, Berkeley	±100,000
Alexandria Real Estate Equities, Alameda	±90,000
Wareham Properties, Emeryville	±470,000
Wareham Properties, Berkeley	±100,000
Alexandria Real Estate Equities, Alameda	±90,000
Wareham Properties, Emeryville	±470,000
Wareham Properties, Berkeley	±100,000
Alexandria Real Estate Equities, Alameda	±90,000



Trevor Thorpe
Managing Director
CBRE East Bay

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Experience

Trevor Thorpe serves as the Managing Director of CBRE's East Bay markets including the Oakland, Walnut Creek and Pleasanton offices, and leads CBRE's Sales Management initiatives throughout the San Francisco Bay Area. Trevor's leadership responsibilities include ensuring effective implementation and execution of CBRE's full line of integrated commercial real estate services in the East Bay, including Advisory and Transaction-Brokerage Services, Valuation Services, Facilities Management, and Project Management. Trevor is also responsible for leading CBRE's sales management and business development initiatives throughout the Bay Area region, supporting each of our professionals to insure that every client is getting all the benefits and resources of CBRE's unparalleled global platform.

Prior to assuming his leadership role at CBRE, Trevor was a top-producing retail investment specialist in the San Francisco Bay Area focused on single-tenant, strip and anchored shopping center dispositions throughout the San Francisco Bay Area and Central Coast.

Mr. Thorpe started in the commercial real estate industry in 1989 and is licensed as a Broker by the California Department of Real Estate. Prior to joining CBRE in 2004, Trevor was the Managing Director of a leading local commercial real estate brokerage in Santa Cruz County on California's Central Coast. Trevor previously served on the Board of Directors of the California Association of Realtors, chairing the Commercial/Investment Committee.

Professional Affiliations and Education

- California Broker's License
- California Association of Realtors, Former Director
- Santa Cruz Association of Realtors, Former Director
- Urban Land Institute, Member
- International Council of Shopping Centers, Member
- Cabrillo College, Real Estate Major
- Commercial Investment Real Estate Institute CCIM Program
- Institute of Real Estate Management CPM Program



Brian Hutcherson
Regional Manager
CBRE Public Institutions and
Education Solutions

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Clients Represented

- North County Transit District, CA
- City of San Diego, CA
- City of Los Angeles, CA
- City of Arcadia, CA
- City of Azusa, CA
- City of Oxnard, CA
- City of Santa Rosa, CA
- County of Los Angeles, CA
- County of Sonoma, CA
- Alameda Unified School District, CA
- Adams County, CO
- City of Las Vegas, NV
- McCarran International Airport, NV
- City & County of Honolulu, HI
- City of Avondale, AZ
- City of Glendale, AZ
- City of Cape Coral, FL
- City of Ft Myers, FL
- Oregon State
- State of Oregon
- US Navy

Experience

Brian Hutcherson is the Regional Manager for the Western Region in CBRE's Public Institutions & Education Solutions practice. In this role, Brian advises and represents federal, state, county, municipal, and education clients on their real estate strategies, accessing specialty practice lines and services from across CBRE's global platform. As a result, Brian provides solutions ranging from strategic planning, transaction management, to development advisory advice and representation for public sector and education clients in California, Oregon, Arizona, Nevada, New Mexico, and Hawaii.

Brian currently advises on some of the most exciting projects in California including a 10-acre transit-oriented development in Oceanside on behalf of the North County Transit District, and several projects for the US Navy. He also advises multiple municipal clients on their portfolio management and acquisition and disposition strategies ranging from fee simple purchases and sales, ground leases, leases, and public-private partnerships.

From his 20 plus years as an active duty Marine, Brian brings a depth of strategic planning, leadership, and project management expertise to the practice. He is adept at leading diverse teams in with diverse backgrounds.

Significant Assignments

- Sonoma County Chanate Campus disposition by public auction per Gov. Code 25526-25535, Santa Rosa, CA
- Alameda Unified School District disposition, Alameda, CA
- 999 Atlantic & 4310 Long Beach Blvd dispositions, Long Beach Unified School District
- The BLVD disposition, Avondale, AZ
- Hillcrest Youth Facility disposition, Salem, OR
- Oceanside Transit Center P3 redevelopment, Oceanside, CA
- Carlsbad Village Station P3 redevelopment, Carlsbad, CA
- Carlsbad Poinsettia Station P3 redevelopment, Carlsbad, CA
- US Navy Development advisory, San Diego and other locations
- Leasing Portfolio, Los Angeles County

Professional Affiliations and Education

- Bachelor of Science, History, Texas Christian University
- Master of Business Administration, University of Southern California
- Licensed Real Estate Salesperson, California



Sarah Friedfeld
**National Business Development
Manager**
CBRE Public Institutions and
Education Solutions

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Experience

Sarah Friedfeld is a member of CBRE's Public Institutions & Education Solutions practice, leading business development activities and supporting the implementation of resulting assignments across the United States. With a background in international development consulting, project management, and US federal government contracting, Sarah brings a keen eye for detail, process, and strategy for accomplishing complex tasks.

Sarah supports the implementation of assignments ranging from development advisory, strategic planning, brokerage, and other associated real estate services to government entities and educational institutions nationwide. Her services include account management, deliverable writing and production, and client engagement.

Prior to joining CBRE, Sarah worked as a contractor on behalf of the United States Agency for International Development (USAID). In this role, she managed the development and refinement of a multi-hundred-million-dollar USAID-funded proposal pipeline and led the preparation of complex proposals across 11 countries. Her project management experience includes a \$56 million project in Afghanistan supporting the reconciliation and digitization of millions of property records in Kabul, Mazar-e-Sharif, and Kunduz, winning and implementing a procurement capacity study in Haiti immediately following the 2010 earthquake, and supporting a procurement services project in Mozambique, among others.

Significant Assignments

- Sonoma County Chanate Campus disposition by public auction per Gov. Code 25526-25535, Santa Rosa, CA
- Alameda Unified School District disposition, Alameda, CA
- The BLVD disposition, Avondale, AZ
- Carlsbad Village Station P3 redevelopment, Carlsbad, CA
- Carlsbad Poinsettia Station P3 redevelopment, Carlsbad, CA
- Sale and ground lease of the largest industrial land parcel in Northern Virginia on behalf of the Metropolitan Washington Airports Authority
- Sale of Urbana University, Urbana, OH
- Strategic plan and portfolio optimization for the Commonwealth of Puerto Rico
- Facility review and site recommendations, Florida State Hospital
- Strategic plan and portfolio optimization for the State of Ohio

Affiliations / Accreditations

- Licensed Real Estate Salesperson, Virginia
- CBRE 2018 Employee of the Year, Washington, DC
- CBRE 2021 Ambassador Award

Education

- Bachelor of Arts, International Affairs, James Madison University
- Master of Business Administration, George Washington University

DESCRIPTION OF PROPOSED SERVICES

Instructions: Bidder is to provide a **Description of Proposed Services**.

The *Description of Proposed Service* must describe the overall services. The Bidder must address how they will meet or exceed each requirement listed in Section D (Requirements) and Section E (Deliverables/Reports).

At a minimum, the Bidder must include the following details:

1. Describe how Bidder will meet the program's desired overall goals, anticipated outcomes, measurable objectives, and critical tasks, including how key personnel will be responsible for achieving them.
2. Describe the bidder ability to expeditiously commit to negotiating the terms of the brokerage listing agreement within a short time frame.
3. Describe the type of screening or mechanism the bidder would use to determine bidder's capability needed to support the potential sales prices.
4. Explain any unique resources, procedures, or approaches that make the services of Bidder responsive to meeting the minimum qualifications and requirements of the RFP.
5. Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications **MUST** be identified on the Exceptions and Clarification form. **The County is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for bid disqualification.**)

Maximum Length: NA

1. Describe how Bidder will meet the program’s desired overall goals, anticipated outcomes, measurable objectives, and critical tasks, including how key personnel will be responsible for achieving them.

When you partner with CBRE, you unlock the industry’s leading marketing and disposition platform. Our team will deliver a tailored marketing strategy specific to your goals, develop a highly polished collection of materials, and apply tactics and technologies that will communicate the unique value of the Oakport Street properties. We will market the property to the broadest range of potential investors and users to leave no stone unturned in our goal to generate the most competitive offers for the County.

CBRE and Marcus Realty will be your complete partner in this process, providing the below services as described throughout this proposal.

PHASE I Market Evaluation & Board Resolution

Market Evaluation & Opinion of Value

Led on this assignment by Kathy Kelleher of CBRE’s Capital Markets team and Ben Marcus of Marcus Realty, the team will brief Alameda County on current market dynamics and the effect of the current interest rate environment on the potential sale and likely buyer pool.

As part of this process Mrs. Kelleher and Mr. Marcus will incorporate the market knowledge of Mark Kol and Mike Raffetto, industry leaders in the Oakland commercial markets, to deliver a Broker Opinion of Value. The team will synthesize information requested below along with recent market activity, capitalization rates, user and investor dynamics, and the changing interest rate environment to develop an estimated value range for the County’s consideration. This Opinion will support the setting of the minimum acceptable written proposal price. If necessary, the team will also facilitate the County’s ordering of an appraisal to support the minimum acceptable price.

In this stage CBRE will review public records related to the site, and request from the County any available documentation including but not limited to:

- Condition reports on the properties if available
- As built drawings of the buildings if available
- Any BOMA measurements or other documentation of the property’s characteristics beyond what has been provided in the RFP
- Operations and maintenance expense records if available
- Any existing appraisal or tax documentation
- Utilities information

Opinion of Value Contents

- Summary
- Property Overview
- Key Considerations, Site & Market
- Opinion on Range of Value
 - High Value Range
 - Probable Value
 - Low Value Range

- a. Contractor shall review and evaluate property in preparation of sale according to reasonable commercial standards.
- b. Contractor shall identify potential buyers from within local government agencies for notifications of sale of properties according to required government code.
- c. Contractor shall identify potential buyers from within the private sector for use as a private domicile.





Strengths

- Strong market fundamentals with over 2M SF of current Life Science and STEM tenant demand
- Ready for occupancy in majority of project
- Alameda and North Market are below 2% vacancy for lab space
- Great building identification for branding
- Ample electricity serving the property
- Ample parking
- Lack of available developable land in the 880 Corridor
- Increasing lab/R&D rents in the Oakland market
- Good bones – Clear heights and power are suitable for Life Science uses
- Excess land on site?
- Airport proximity



Challenges

- Deferred maintenance-exterior and interior
- Crime rate in submarket is high
- Not an amenity rich area
- Improvements construction not completed
- Conditional use permit process for Life Sciences uses with City of Oakland
- Pioneering Life Science location – i.e. not life science currently in the submarket



Opportunities

- Conversion to Life Science campus
- Recent lab/R&D property sales substantiate a high minimum bid price
- Huge amount of institutional and private capital chasing lab/R&D opportunities
- Appeal toward users given immediate occupancy opportunity
- Proximity to future development of Coliseum Property and related amenities



Threats

- Increasing interest rate environment and potential recession
- Raw materials cost effect final build-out
- Supply chain disruption could affect final build-out
- Entitlement timing

**NOTICE OF ADOPTION OF RESOLUTION OF INTENT TO SELL
COUNTY OF SONOMA PROPERTY LOCATED AT 3313, 3322, 3323,
3325, 3333 AND 3419 CHANATE ROAD, SANTA ROSA, CALIFORNIA**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Sonoma, State of California, did, on the 31st day of August, 2021, adopt Resolution No. 21-0338 (the "Resolution of Intent") by not less than a two-thirds vote of all of its members, declaring the County's intention to sell the following real property on the terms, conditions and requirements stated in the Resolution of Intent:

The County of Sonoma is the fee title owner of numerous parcels containing approximately 71 acres located at Chanate Road in the City of Santa Rosa comprised of land buildings infrastructure and other improvements located on or around 3313 3322 3323 3325 3333 and 3419 Chanate Road in Santa Rosa California (APN No's: 173-130-038; 180-090-001; 180-090-002; 180-090-003; 180-090-004; 180-090-005; 180-090-006; 180-090-008; 180-090-009; 180-090-010; 180-100-001; and 180-100-029 (collectively the "Property").

The complete terms conditions and procedures for sale of the Property are set forth in the Resolution of Intent, copies of which are available to be obtained from the County Clerk's Office, 375 Administration Drive, Room 100 A, Santa Rosa, CA 95403.

NOTICE IS FURTHER GIVEN that the County shall market the Property for sale through the online auction facilitated by Teu-X, <https://www.teu-x.com/> at the Property address page that all sealed bids for the purchase of the Property shall be received no later than November 9 2021 at 9:00 am PST and on or about November 9 2021 at 11:00 am PST, at a public meeting noticed through the Clerk of the Board, at the La Plaza Building A212 Conference Room, Second Floor at 2300 County Center Drive Santa Rosa 95403 via a meeting conducted virtually and not in person through the following Zoom link: <https://us02web.zoom.us/j/6692716426?pwd=KzhaaEJlU2doQklnRDVlaVlnTSQQT09u> at which time and location the Director of General Services shall open and announce the material terms of the offers received through the auction including the name of officers and offered purchase price for all validly submitted sealed bids and thereafter promptly commence to evaluate the offers and proceed thereafter to negotiate the best and final offers from all responsive officers. Further pursuant to Gov. Code 25530 that the Director shall call for any further oral bids to be over and above the highest sealed bid offer(s) received and receive any such further oral bids from November 9 2021 from 11:00 am to 1:00 pm PST at a public meeting noticed through the Clerk of the Board, at the La Plaza Building A212 Conference Room, Second Floor at 2300 County Center Drive Santa Rosa 95403 via a meeting conducted virtually and not in person through the following Zoom link: <https://us02web.zoom.us/j/6692716426?pwd=KzhaaEJlU2doQklnRDVlaVlnTSQQT09u> and upon the conclusion of said oral bid invitation period, the Director shall announce the closure of oral bidding and promptly evaluate any further oral bids receive written modifications consistent with oral bids made to said previously submitted bids from prior bidders and bring back a recommended final highest and best offer for the Board to review and accept at a subsequent Board Meeting to be held on or about November 16, 2021.

1

Board Resolution

Following the County's satisfaction and concurrence with the market evaluation, CBRE will work with the County to prepare the Resolution of Consent to Sell for Board approval per Government Code of the State of California Section 25526- 25528. The resolution will describe the Oakport Street properties by address and APN, and will specify the minimum price and other terms upon which it will be sold. The resolution will also specify the day of auction procedures, and a date for a public meeting of the Board of Supervisors to be held at its regular place of meeting, at which sealed proposals to purchase will be received and considered. Per Section 25527, the resolution will specify and provide for payment of a commission to CBRE/Marcus Realty.

Following the Board's adoption of the resolution, CBRE will support the County in preparing the Notice of Adoption of the Resolution of Intent to Sell, and per 25528, facilitate the posting of copies of the resolution signed by the Chairman of the Board in three public places in the County, not less than 15 days before the date of the meeting. In addition, CBRE's marketing process will advertise the proposed sale of the property in a manner that will best publicize the sale to those persons most likely to bid for and purchase the property per Section 25528..

PHASE II Marketing

CBRE delivers an informed perspective, an understanding of leading-edge practices across markets and an unmatched ability to leverage the most effective tools and technologies for your property. The result is an appealing, highly polished collection of marketing collateral that sets the stage for the offering.

- Following the Resolution of Intent to Sell for Board and Notice of Adoption of Intent to Sell per Government Code of the State of California Section 25526 and 25528 and with County concurrence, CBRE will prepare offering documents highlighting the property's unique and valuable features, with detailed instructions and requirements regarding bidder qualifications, offer format, open house tour schedules, Q&A procedures, the County's required closing schedule, and a firm due date for submission of written offers. The marketing package includes a dedicated web page, videography and professional photography, customized emails, and any due diligence information provided by the County.
- The marketing package will also specify the minimum acceptable written proposal price, provide the County's Official Proposal form, and specify bidder pre-qualification requirements such as proof of funds on hand to purchase the property, and deposit procedures.
- The offering documents will also specify the verbal offer/ auction process and clarify that the sale is not subject to buyer contingencies.

a. Contractor shall prepare all necessary marketing material for the property (For example specifics, digital, social media, etc.).

b. Contractor shall list property for sale using all standard internet listing services for Alameda County commercial real estate market.

c. Contractor shall notify local government agencies identified, that property is for sale through the US Postal Service, in accordance with (state, local, and federal) Government Code.

d. Contractor shall use reasonable commercial methods standards in the residential real estate industry to notify potential buyers in the private commercial brokerage industry about current properties for sale.

e. Contractor shall schedule, arrange and conduct property tours and open houses with potential buyers as needed. Contractor shall provide specific details on how many open houses they intend to hold and the timing of the proposed open houses.

f. Contractor shall provide general list of the prospective buyers.

g. Contractor shall provide the County with regular written reports of marketing activities and a comprehensive list of all qualified buyers every two weeks, or upon request, during the term of the listing.

Our recommended market engagement strategy is:

- In accordance with Sections 25528 of the Government Code of the State of California, market the property as widely as possible to generate interest and competition, and avoid limiting the creativity and dynamism of the nationally tight market for available high quality properties.
- Go to market with all of the buildings/APNs as one unified offering to maximize sale price
- Pursue both developer/investor buyers who would own and lease or redevelop the property, as well as potential end users who may seek to occupy the properties themselves
- Identify potential buyers from within local government agencies for notifications of sale of properties according to required government code
- Per the RFP CBRE will identify potential buyers from within the private sector for use as a private domicile

CBRE will provide a list of the types of buyers we would target, but our proprietary list of prospects will remain internal to CBRE. The offering will be sent to over 20,000 prospects and made available to over 1.1M potential investors through CBRE Deal Flow, our listing platform described in more detail on the next page, and other public sources.

Leveraging the latest tools and technologies, we will deploy a comprehensive marketing effort to a broad investor pool. The entire process is streamlined through Deal Flow, CBRE's proprietary digital marketplace with a growing database of more than 1.1M+ global investors, which allows us to swiftly connect qualified investors to the opportunity. This strategy will command the attention of the greatest amount of potential buyers, creating a highly competitive bidding process and ensuring no stone is left unturned to achieve maximum value and certainty of close. The high points of how we will deliver on this promise are as follows:



Location

Highly desirable I-880 location with easy access for labor and logistics



Quality

Decent quality, needs interior build-out completion and correction of deferred maintenance



Scarcity

Significant size in robust development market



Upside

Strong life sciences, R&D, and Industrial market + development potential on the site enables significant flexibility and “room to grow”



Opportunity

Significant value opportunity in a name brand property with high visibility

Our integrated suite of virtual marketing solutions delivers maximum results.

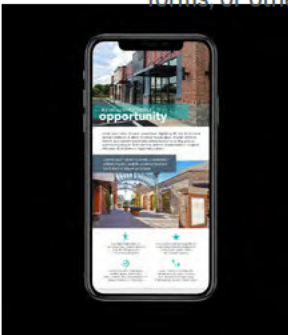


Offering Documents: Digital-First Experience

- A concise, graphical, data and story-driven marketing package
- Captures the attention of decision makers by driving them to focus on high-level information of the investment
- Enhances speed-to-market and increases efficiencies in the marketing process
- Presents the properties in their best light

Web Presence

- An engaging, full-featured, mobile-friendly executive summary presentation made available on the Deal Flow platform
- Potential investors can interact with a virtual tour, review investment highlights, and access a Virtual Deal Room with due diligence information, any required forms, or other supporting information



Launch Email

- Targets active, qualified buyers
- Includes standard touch points and virtual marketing materials
- Distributed through the Deal Flow platform

Other Tools

Videography

CBRE will deliver a custom video about the property, featuring:

- Story-driven video featuring exterior drone footage and complementary narrative that succinctly communicates market and investment highlights
- Narrative virtually “greet” prospects with elevator pitch, followed by tour path highlights and brief closing message
- High resolution property photos, and 3D floor plans for select spaces packaged in a single experience
- Through Deal Flow, video will be featured in the launch email and available on the property landing page



Click to view sample videography prepared for other similar clients



**North County
Transit District,
Carlsbad, CA**



**Chanate Campus,
Sonoma County, CA**

**Urbana University,
Franklin, OH**



Property Marketing

Access to global capital powered by CBRE Deal Flow

CBRE migrates more global capital around the world and into the U.S. than any other firm.

With CBRE, the properties will be advertised to the broadest range of potential buyers, users, and investors in accordance with marketing broadly in accordance with Government Code of the State of California Section 25528. Our offerings on behalf of public sector clients regularly generate international attention.

2021 Highlights

#1

In total properties sold & total dollar volume globally for the 11th consecutive year

23.7%

Market share globally

\$117B

Global cross-border investment sales activity since 2019

\$64.8B

Global cross-border investment sales activity in 2021

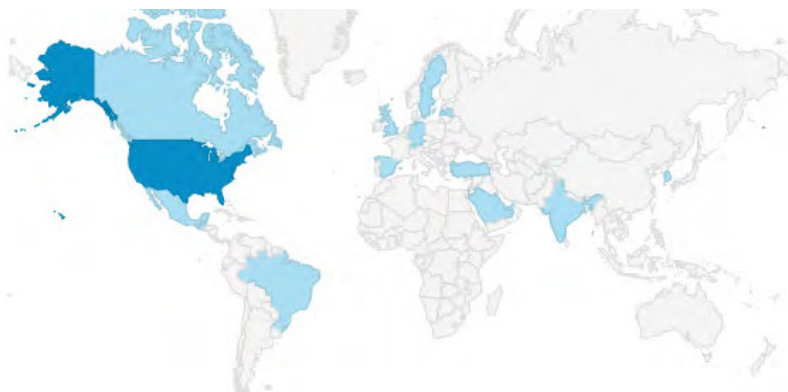
52.2%

More than our closest competitor

The maps provided below demonstrate the global reach of our marketing platform, illustrating our success in gaining attention from every part of the globe on behalf of our clients.

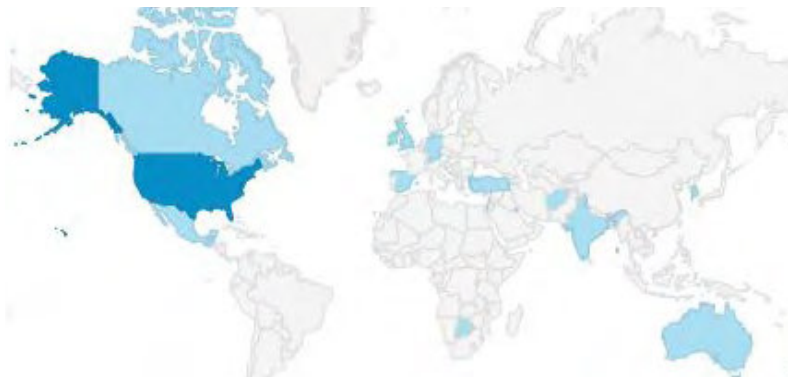
Sonoma County: Land Offering, 2021

177 Interested Foreign Parties



Alameda Unified School District: Land Offering, 2021

146 Interested Foreign Parties



In addition to Deal Flow, we will also list the property on sites including LoopNet, CoStar, and the MLS.

We will notify potential buyers that the properties are for sale by sending a launch email to over 20,000 prospects, issuing a press release (as approved by Alameda County), and engaging with local publications to generate buzz and interest in the offering.

We will use Deal Flow's integrated communication system to notify potential bidders of upcoming open houses, documents added to the Virtual Deal Room, and any changes to the bidding schedule.

1.1M+

Investors in Our Database

430+

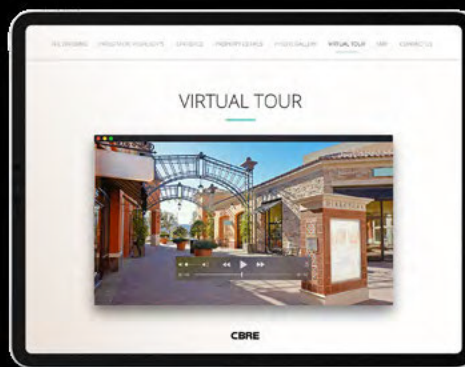
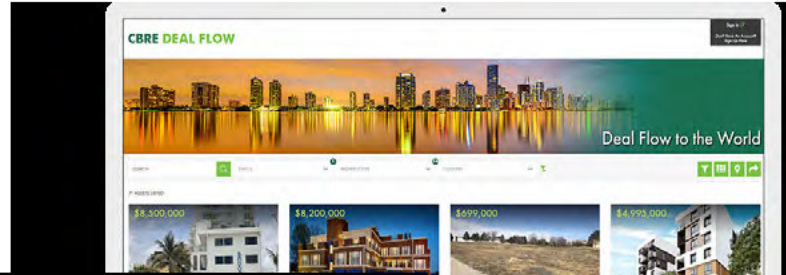
New Deals Brought to
Market Each Month

150K+

Site Visits Per Month

1+

Registration Agreements
Signed Per Minute



BENEFIT TO ALAMEDA COUNTY

Listings on CBRE Deal Flow are exposed to a growing database of more than 1.1 million global investors. This exposure, along with CBRE's unmatched breadth of transaction and bidder data, allows us to link qualified buyers to the right opportunities at the right time, resulting in maximized value for the Oakport Street property.

Maximize Visibility

Our team will leverage the most effective tools and technologies to develop materials for a multi-channel marketing campaign, which will be set in motion with Deal Flow, CBRE's proprietary global listing platform for all property sales. This digital, all-in-one marketplace arms us with the ability to expose the properties to the broadest range of potential investors, generating maximum visibility and competition



Influence Perception

With an appealing, highly polished suite of marketing materials in hand, we will introduce the opportunity to potential investors with a compelling narrative that showcases the unique value of the properties. CBRE's team leaders will be present for all property tours to ensure a curated, controlled tour experience.

The team will also explain the verbal offer process and procedure so that each bidder is prepared to make their highest offer



Drive Action

Our team will orchestrate a controlled bid process to maximize pricing and certainty of close. We will collect written offers and manage the subsequent oral offer process to ensure seamless coordination and swift execution every step of the way—from marketing to due-diligence and closing.

Tours

CBRE will host four, two hour open house events at the properties to present the buildings in their best light. Our team will coordinate cleaning and prepping of the properties with Alameda County's support regarding access, utilities, and any other requirements.

The CBRE team will treat each event as an opportunity to showcase the property for potential buyers or tenants. We will be present to highlight the buildings' features, amenities, proximity to public transportation, and other highlights, as well as to dispel or counter any perceptions of a property that may exist in the market. Flyers and brochures will also be available for the property.

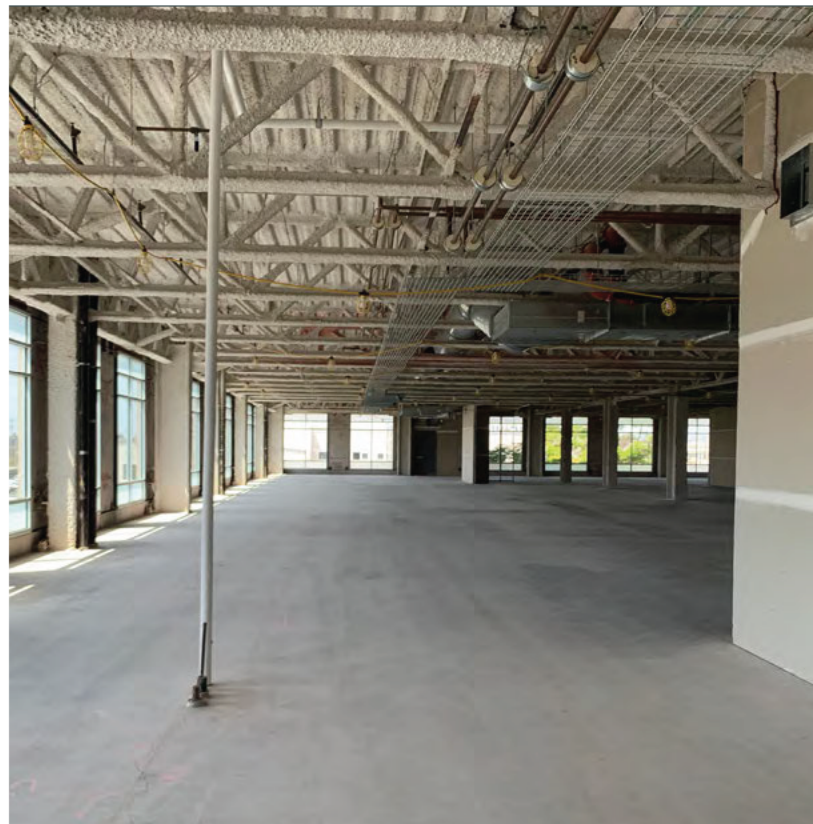
The tours will provide interested bidders the opportunity to view and interact with the space, ask questions, and understand the benefits available to their operations or investment goals at the site.

In summary...

After we create the necessary materials to launch a multi-channel marketing campaign, we set the streamlined process in motion, combining our Capital Markets team with brokers specialising in the developer, investor, and user market to cast the broadest net of potential buyers. This phase in the process includes:

- CBRE markets the opportunity widely throughout our extensive buyer listing platform DealFlow with over 1.1M+ registered users, CoStar, and the MLS, reaching an national and international audience in accordance with Government Code of the State of California Section 25528.
- Listing exposed internally to CBRE investment sales professionals around the country
- Email blasts through Deal Flow and/or mailed announcement flyer
- Posting the offering on public listing sites
- Accepting inquiries and answering questions from prospective buyers
- Actively courting qualified investors and sharing access to virtual deal room
- CBRE hosts open houses at the properties for tours by interested parties.
- CBRE collects bidder questions and publishes answers to questions in preparation for receipt of written proposals and subsequent oral offers

In preparation for the in person auction/verbal offer process, CBRE will collect written offers received and summarize them in a matrix, noting offeror name, offering price, and whether the bidder has met the minimum qualifications regarding proof of funds and cashier's check.



Auction

The auction process will be pursuant to Government Code Sections 25526-25535, where the conveyance of the subject real property will be made to the highest responsible bidder who most closely meets the terms and conditions of the notice inviting bids pursuant to the Code. The sale will take place at the Alameda County Administration Building, following social distancing guidelines, and the winning bid brought back to the Board for acceptance by a four-fifths vote by Resolution. Notice of the sale will be given for five days prior thereto by publication in a newspaper published in the County.

Upon acceptance of the highest bid, the sale of the Property shall be completed in an escrow of the County's choice. Escrow shall open within five days and is estimated to close within 30 days of receiving such approvals.

In accordance with Government Code of the State of California, Sections 25530 and 25531, CBRE will direct offerors to submit sealed bids, and host a live in person auction to receive oral offers over and above the sealed bid amounts.

No written proposal will be considered unless submitted on the County of Alameda's Official Proposal form which will be provided to bidders by CBRE as part of the marketing process in close consultation with the County.

Each bidder will be required to deposit with the title company of the County's choosing, the sum of one percent (1%) of the minimum acceptable written proposal price, by a cashier's check or certified check, payable to the title company and specifying the property address. Personal checks are not acceptable. The required deposit must be submitted with each written proposal in order for such proposal to be considered.

In the event of oral bids, each person present who has submitted the required deposit and completed the Official Proposal Form is an eligible oral bidder. No deposits will be accepted by the title company, nor shall oral bids be accepted if the proposed bidder has not submitted the required deposit and completed the Official Proposal Form and delivered it to the title company on or before five days before the auction date.

Upon completion of all bidding and acceptance of the highest bid, the title company will return the deposits to all parties except the high bidder, whose deposit will be retained, becomes nonrefundable, and will be credited to the purchase price of the Property.

CBRE will represent, advise, and facilitate the County's auction process on the day of, acting as master of ceremonies to lead the process. We will open with prepared remarks to describe the oral offer process to the assembled bidders, and collect, open, examine, and declare the sealed bids. CBRE will then lead the call for oral offers on the County's behalf in accordance with the code.

We have described this process below.

a. Contractor shall qualify all prospective buyers to ensure ability to successfully close the sale. Contractor shall oversee and manage auction process.

b. Contractor shall solicit bids, hold deposits in trust fund, and return deposits to all non-winning bidders. Contractor shall manage the escrow process.

c. Contractor shall prepare all required legal documents for sale of property in conjunction with GSA-RPM staff.

d. Contractor shall manage all aspects of escrow process with the title company as selected by the County.

e. Contractor shall finalize and prepare the purchase and sale agreement for execution with the selected buyer.

f. Contractor shall maximize proceeds of the sale for the benefit of the County by demonstrating the winning bid is highest price for designated property by using sales comparisons, market evaluations and bidder responses.

Part A: Written Proposals

In accordance with Government Code of the State of California Section 25530-31, on the date specified in the Board Resolution and offering documents, Offerors will submit their sealed purchase offers using the County of Alameda's Official Proposal form and any deposits to the title company in accordance with the instructions in the offering documents and as described above.

- All of the written proposals received will be opened, examined, and declared acceptable or not by the Director of the General Services Agency, or her designee. We assume CBRE will be the designee at this point and lead the process, or if a representative from the County is the designee, CBRE will facilitate.
- Of the proposals submitted which conform to all of the terms and conditions herein stated, and which are made by responsible proposers, the proposal, which is the highest shall be accepted, unless a higher oral bid is accepted or the Director of the General Services Agency, or her designee, rejects all written proposals and oral bids.
- If no acceptable written proposal is received, the Property will be withdrawn from sale.

Part B: Oral Bids: Live Auction following receipt of Written Proposals

- If the County is in receipt of one or more acceptable written proposals, CBRE will call for oral bids immediately following the opening examination, and declaration of acceptability of the written proposals. If, upon the call for oral bids, any responsible person who has made the required deposit and completed the Official Proposal Form as set forth above can offer to purchase the Property upon the terms and conditions herein stated, for a price exceeding the highest written proposal made by a responsible proposer by at least five percent (5%). After an initial oral bid is made, oral bidding may proceed in increments set by CBRE until the highest oral bid is finally made and accepted.
- In the event that two or more written proposals are received which are equal in amount, and no oral bids are made, the proposal accepted shall be that of the proposer whose name is drawn by lot immediately after the call for oral bids.
- The Director of the General Services Agency, or her designee, at his or her discretion, may reject any and all written proposals and/or oral bids and withdraw the Property from sale. If the sale is canceled, all deposits will be refunded without payment of interest. Final acceptance of the highest written or oral bid, as the case may be, shall be subject to approval of the Board of Supervisors by resolution.
- Following the County's acceptance of the highest oral bid, and in accordance with Government Code of the State of California Section 25535, CBRE will support the County and its legal team to prepare Resolution of Acceptance of highest offer to authorize and direct the Board to execute a deed and to deliver it upon performance and compliance by the purchaser of all terms and conditions of the purchase and sale agreement.



We are financially and culturally motivated to achieve the highest possible price on your properties and will relentlessly pursue value on your behalf.

Escrow & Sale

- The total balance of the approved purchase price shall be paid in full on or before the first working day following forty-five (45) calendar days after the date of acceptance of either the highest written proposal or oral bid by the Board of Supervisors.
- Payment shall be made by cashier's check or certified check. At the time of payment, the recording and survey monument preservation fees and documentary transfer tax shall also be paid by check.
- Check(s) shall be delivered to the title company by no later than 4:30 p.m. of the aforesaid first working day following the 45th calendar day after the aforesaid date of acceptance. Property taxes bills that would become delinquent on or before final acceptance of the highest proposal or oral bid by the Board of Supervisors shall be the responsibility of the County of Alameda and if they remain delinquent at the close of escrow shall be paid by the title officer out of the sale proceeds; excepting this circumstance there shall be no proration of property taxes.
- On the day of receipt of said funds or prior thereto, or on the following first working day, Real Property Management shall cause the recordation of the Quitclaim or Grant Deed, at County's discretion, at the office of the Alameda County Recorder, thereby completing the transaction.
- Escrow shall be conducted by the title company of the County's choosing and the escrow opened within one (1) day of Board of Supervisors acceptance.
- The successful bidder shall pay all costs of this escrow, including recording fees, documentary transfer taxes, and any other title and escrow fees and charges. The sale shall be at no expense to the County, except for CBRE/Marcus Realty commission (and co-broker commission if applicable) and (b) delinquent property taxes if applicable.
- This transaction is to close within 45 days of Board acceptance of the high bid.



Incorporating Governmental Regulations into the process:

Transparent, ethical process with equal information provided to all bidders



Drafting Resolution of Intent to Sell for Board and Notice of Adoption of Intent to Sell per Government Code of the State of California Section 25526 and 25528.



Complying with County media policies and obtaining all required approvals of materials and public-facing documents, marketing broadly in accordance with Government Code of the State of California Section 25528.



Incorporating required County-provided forms of Resolution of Sale and Purchase and Sale Agreement



In accordance with Government Code of the State of California Section 25530-31, hosting live in person auction process to accept oral offers following the opening of written proposals



In accordance with Government Code of the State of California Section 25535, support County to prepare Resolution of Acceptance of highest offer to authorize and direct the Board to execute a deed and to deliver it upon performance and compliance by the purchaser of all terms and conditions



Clean, competitive process that complies with all requirements, achieves the highest possible price, and closes on time.

Key Personnel Responsibilities

Role	Responsibilities
Team Leader Kathy Kelleher, Senior Vice President	<ul style="list-style-type: none"> – Primary point of contact for Alameda County – Collaborates with Brokerage team to provide preliminary market evaluation tasks including property assessment, Broker Opinion of Value, and recommending minimum bid
Deputy Team Leader Ben Marcus, Marcus Realty	<ul style="list-style-type: none"> – Lead management and administration of the project – Maintain project schedule closing goal – Lead reporting to Alameda County on progress and milestones – Prepare deliverables for County review and posting as required by Sections 25526-25535 of the Government Code of the State of California – Ensure the team is working effectively in support of the project – Lead auction following receipt of sealed bids
Brokerage Team Mark Kol, Executive Vice President Mike Raffetto, Senior Vice President	<ul style="list-style-type: none"> - Contribute to development of marketing materials both physical and digital, list properties for sale on public listing sites as well as CBRE-hosted listing platform - Focusing on potential investor and end user buyers, notify potential buyers from within the private commercial brokerage community that the Properties are for sale and how to submit bids - Host open house events and property tours for interested parties - Support bidder qualification process - Generate market interest among likely bidders - Review bidder provided documentation as part of written bids - Orient all activities to maximizing the final sale price in compliance with County requirements
Executive Oversight Trevor Thorpe Managing Director Brian Hutcherson Public Sector Regional Manager Sarah Friedfeld Public Sector Business Development Manager	<ul style="list-style-type: none"> - Secondary point of contact for Alameda County - Ensures team has sufficient resources available to perform at the highest level - Contributes to sales and marketing strategy in support of County goals - Supports deliverable process and compliance with Gov. Code 25526-25535 - Provides day-of auction support and supports transaction strategy - Supports property marketing material development including customized, high quality digital and physical marketing collateral reflecting the value of the properties, attractiveness of their locations, and full suite of amenities

Maintaining organized project activities and control over any real estate project is critical to a successful outcome. The strength of the communication within the project team and with the County will have a meaningful impact on the success of this project. We recommend developing process controls used to organize and efficiently manage all team members. These controls include:

- Primary Point of Contact and Team Leader responsibilities vested in Kathy Kelleher, based in Oakland, and deeply familiar with marketing and successfully selling infill properties in Oakland
- Kick-off meeting to confirm schedule, key performance indicators, and provide a brief market update to the County team as it relates to the properties
- Scheduled communication format to maintain a consistent line of communication and partnership with the County for the duration of the assignment.

Three Key Roles for Success

Alameda County

- Role: Understands County needs, decision-making process & constraints
- Perspective: Board of Supervisors facing
- Leverages account manager and brokerage team expertise & knowledge
- Provides timely review, information, and approvals

Team Leader

- Role: Manages process and interaction between client and market place
- Perspective: Client facing
- Capture and translate County needs to private sector
- Manage brokerage advisor interface with client
- Ensure consistency and organization
- Manage approval process

Brokerage Team

- Role: Manages buyer engagement
- Perspective: Market facing
- Communicates client objectives and position to the broader market and conducts a credible market search and negotiation
- Understands the universe of options at the Oakland site and among likely buyer types
- Leverages market-based relationships
- Expertise built over a career

2. Describe the bidder ability to expeditiously commit to negotiating the terms of the brokerage listing agreement within a short time frame.

Confirmed. CBRE has a legal team specifically dedicated to public sector contract reviews; we take a “light touch” on any comments to agreements and are committed to “get to yes” and begin work. We have never not been able to come to terms with our public sector clients on required agreements and will do the same with Alameda County. We are familiar with your goals and requirements for this sale and are motivated to move quickly.

3. Describe the type of screening or mechanism the bidder would use to determine bidder’s capability needed to support the potential sales prices.

We understand that it is the County’s procedure that each bidder will be required to deposit with the title company of the County’s choosing, the sum of one percent (1%) of the minimum acceptable written proposal price, by a cashier’s check or certified check, payable to to the title company and specifying the property address.

For other clients with a sealed bid/auction process, we have made the submission of a cashier’s check for 10% minimum sale price (or higher at the bidder’s discretion) a condition of offer review and participation in the auction process. Proof of funds such as a bank statement or letter from a lender will be required.

4. Explain any unique resources, procedures, or approaches that make the services of Bidder responsive to meeting the minimum qualifications and requirements of the RFP.

Unique Benefits to Alameda County

- **In Depth Familiarity with the Property & Market for its Sale**
- Analysis of likely highest and best use on following page
- Preliminary market analysis (SCOT matrix page 44)
- Go to market plan, poised for action

- **Proven Experience with Government Sales, Auctions, Sealed Bids, and Infill Properties**
- Successful track record of sales using this method
- History of government property sales under sealed bid

Global Exposure & Bias to Action

- Largest commercial real estate network in the world
- Credibility of most recognized brand in the industry
- 1.1M+ prospects in proprietary listing platform
- Proven public sector process
- More international capital migrated to US than any other firm
- Highly polished and professional marketing materials to tell the value story of the property
- Financially and culturally motivated to move your project forward
- Maintain positive momentum to avoid languishing

SLEB Track Record and Participation

- Committed to supplier diversity in practice and in principle
- In 2021 CBRE awarded \$3.2 billion to small and diverse suppliers on behalf of our clients, nearly double our spend in 2020
- 20% participation on this assignment
- Meaningful role in implementation

In Depth Familiarity with the Property & Market for its Sale

In our assessment the highest and best use of the site is for Life Sciences uses. There is currently over two million square feet of current tenant demand for Life Science and other STEM uses, and Alameda and North Market are below 2% vacancy for lab space. The Oakland and Bay Area life science market continues to attract attention from a wide audience of occupiers, investors and developers. This segment of the market witnessed one of the strongest years of occupancy growth on record in 2021 and maintained with a healthy amount of growth in H1 2022.

The prospect of greater occupancy levels in life sciences facilities vs. standard office buildings is also attracting more investors. Remote working arrangements are rather limited for most life sciences tenants, meaning laboratory space is not seeing the same short- and long-term effects of the COVID pandemic as office space. Additionally, the pandemic has fueled tremendous growth of the life sciences sector. Life sciences IPOs doubled from 2019 to 2020 and hit a record high of \$11.2 billion in 2021. With low vacancy and rising demand, rental rates increased by 11% last year across the top 12 U.S. life sciences markets, compared with just 2% growth for their office markets. The top three U.S. life sciences markets (which includes the Bay Area) had vacancy rates of just 4% or less at year-end 2021.

In the large metros, conversion opportunities are becoming increasingly attractive as available land for new construction becomes sparse and tenants are in need of more space. The faster turn-around time of conversions over new construction is an added incentive. With growing acceptance of remote working arrangements, conversions of some office buildings to life sciences use is on the rise.

Based on these strong fundamentals and market experience we have seen many value add opportunities in neighboring cities of Alameda and Emeryville to convert existing office space to Life Science uses. There is tremendous demand in the Life Science sector with limited supply, and the Oakport buildings are ideal for this type of user. There are many developers that would be very interested in converting these buildings to Life Science. The property would appeal to a multitude of investors, both institutional and private capital such as:

Institutional Buyers

- Invesco
- Principal
- MetLife
- DRA Advisors
- Tarlton
- BioMed Realty
- Healthpeak Properties
- Brookfield Properties
- Oxford Properties
- Alexandria Real Estate
- Hines

- Swift Realty Partners
- Harvest Properties
- Ellis Partners
- KKR
- TMG Partners
- Lane Partners
- Longfellow

Private Capital

- SRM Ernst
- Vertical Ventures
- HB Properties
- Tidewater Capital
- Oakland A's
- Hall Equities
- PSAI Investors
- Adam Goldenberg et al

Users/Public Agencies/Quasi-Public Institutions

- East Bay Parks District
- Peralta Colleges
- Samuel Merritt University
- Sutter Health
- Life Science Companies
- Abbott Pharmaceuticals
- Kaiser Permanente
- Lawrence Berkeley National Laboratory
- University of California Office of the President

Rising interest rates and construction costs have been an area of concern for investors in this market. The County's sealed bid + auction process may deter some bidders who are not used to operating under this process. Further, the amount of existing due diligence information available about the property will be a factor in how comfortable offerors are in participating in an as is, where is sale via auction.

Typically we would recommend using a grant deed as it provides a guarantee of owning the property with the right to sell. The challenge associated with using the quitclaim deed is that it requires the buyer to assume some title risk. If events prove that the County had no title, or limited title to the property, the quitclaim deed does not allow the buyer to sue the County. While offering protection to the County in that sense, the assumption of this exposure by the buyer may impact the buyer pool.

The County should note that we are already lowering the buyer pool with an auction sale, which automatically eliminates some buyers due to the necessity for up-front due diligence without having the property under an exclusive negotiating agreement, and then potentially further reducing the buyer pool by requiring them to accept a quitclaim deed, which they'd need to have further due diligence completed for up-front without having any exclusive negotiating capacity.

That said, the quitclaim deed is used by other CBRE public clients including the State of South Carolina and the State of New York. The risks of the quitclaim deed to the buyer are lower when there are limited property transfers in the title history, or if the seller has owned the property for a significant amount of time. Please note that this information reflects our real estate perspective and should not be construed as legal advice.

Go to Market Plan

CBRE is prepared to move as quickly as the County can. Our robust account management and broker team ensures the County will have the necessary resources focused on this sale. We will complete the broker opinion of value quickly and concurrently support the drafting of the necessary Board resolutions if they have not already been completed. As part of our kick-off we will review the scheduled Board meetings for the next 6 months and structure our process around those meetings to ensure we stay on track.

Maximize Visibility. Influence Perception. Drive Action.

Phase 1					
WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6

Phase 1

Market Evaluation, Opinion of Value, Board Resolution

WEEKS 1-6

TASKS

- Property review
- Detailed underwriting and evaluation for Broker Opinion of Value
- Drafting of Board Resolutions and Notices with County legal counsel
- Gather due diligence documentation
- Begin preparing marketing materials (order photography, design package, gather documentation, draft requirements)

GOALS

- Confirm understanding of County goals and priorities
- Appropriately document the transaction in accordance with Government Code of the State of California Section 25526-25535
- Provide robust underwriting and due diligence to support strong minimum sale price

Go to Market Plan

Phase 2

	Open House 1		Open House 2		Open House 3		Open House 4	
WEEK 7	WEEK 8	WEEK 9	WEEK 10	WEEK 11	WEEK 12	WEEK 13	WEEK 14	WEEK 15

Phase 2

Marketing

WEEKS 7 - 15

TASKS

- Launch listing through CBRE Deal Flow and distribute marketing materials to other public sites (LoopNet, etc)
- Advertise property to other local government entities and private buyers
- Pursue qualified investors and provide access to virtual deal room
- Educate buyers on written bids + oral offers process to ensure compliance and generate interest
- Conduct open houses
- Answer bidder questions
- Regular reporting to County

GOALS

- Create a competitive environment local, regional, national, and global marketing campaign
- Provide buyer confidence in the asset
- Demystify auction process to counter hesitation
- Tell the story of the property’s potential and investment highlights despite current interest rate environment





Phase 3

RECIPT OF WRITTEN OFFERS, ORAL AUCTION IMMEDIATELY AFTER	BOARD OF SUPERVISORS APPROVES SALE	45 CALENDAR DAYS							FINAL CHECK DUE @ CLOSING
WEEK 16	WEEK 17	WEEK 18	WEEK 19	WEEK 20	WEEK 21	WEEK 22	WEEK 23	WEEK 24	WEEK 25

Phase 3

Auction, Escrow & Sale

WEEKS 16-25

TASKS

- Receive written bids in accordance with Government Code of the State of California Section 25526
- Validate bidder ability to pay
- In accordance with Government Code of the State of California Section 25530-31, host live in person auction process to accept oral offers following the opening of sealed bids
- In accordance with Government Code of the State of California Section 25535, support County to prepare Resolution of Acceptance of highest offer
- Prepare sale documents using County-required forms
- Open escrow with buyer's contract and deposit
- Collect funds from successful bidder
- Close escrow
- Transfer property

GOALS

- Obtain highest price for County property
- Limit County's risk
- Provide successful, on time transition to new ownership

SLEB Track Record and Participation

CBRE takes supplier diversity engagement very seriously. In October of 2020, CBRE announced a pledge to spend \$1 billion with diverse suppliers in 2021 and to grow this spend to \$3 billion by 2025. We are pleased to announce that we have exceeded that goal for 2021: CBRE awarded \$3.2 billion to small and diverse suppliers for either client or CBRE needs—nearly double our spend in 2020.

On this contract we have partnered with certified-SLEB business Marcus Realty, represented by Ben Marcus. Mr. Marcus and Marcus Realty will participate on this contract at a rate of 20%, acting as an integrated member of the market engagement and brokerage team. Mr. Marcus is a long-time collaborator with CBRE and Kathy Kelleher, and brings important market contacts, in-depth operating familiarity in downtown Oakland, and a high level of professionalism and engagement to the project.

Partnering with local SLEB business like Marcus Realty offers a number of benefits:

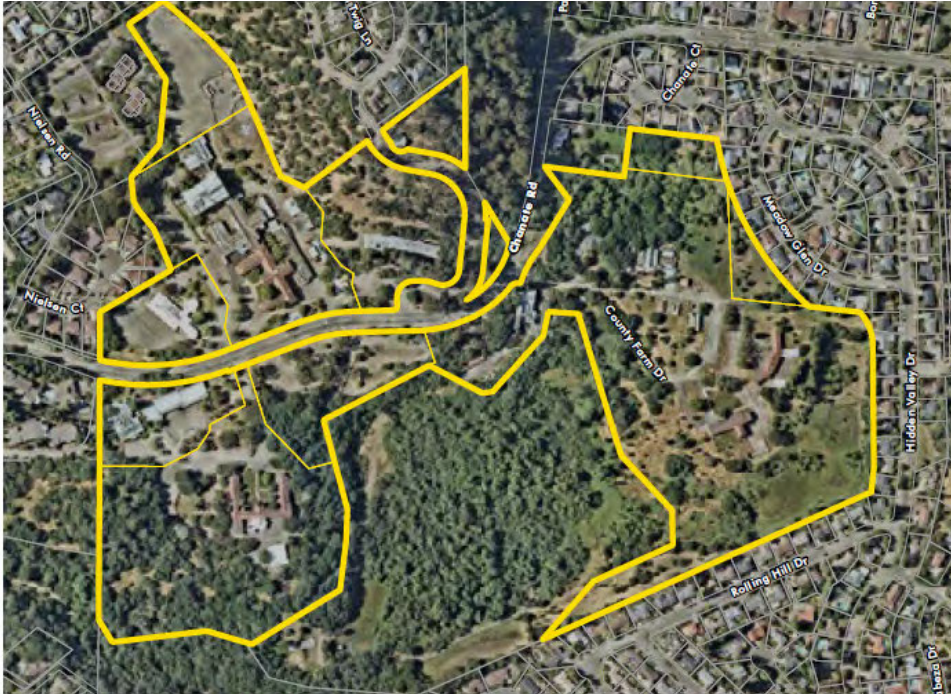
- SLEB access to County business that might not otherwise be available to smaller firms
- Revenue for the firm through execution of the contract
- Additional track record of performance for the SLEB
- Information exchange and mutual learning - for the SLEB and CBRE. We bring a learning mindset to everything we do and firmly believe in accessing the best possible talent on behalf of our clients.

In 2021 CBRE awarded \$3.2 billion to small and diverse suppliers on behalf of our clients, nearly double our spend in 2020. In addition, we purchased more than \$59 million in goods and services from small businesses and diverse-owned suppliers for our corporate use.



Proven Experience with Government Sales, Auctions, Sealed Bids, and Infill Properties

Sonoma County, Chanate Campus Sale



Challenge

CBRE was engaged by Sonoma County following a competitive procurement to represent it in the sale of its Chanate Campus, a complex property in the heart of Sonoma County. The Chanate Campus is located in a residential community in east-central Santa Rosa. The campus contains approximately 117 acres of which 71.6 acres were declared surplus and available for disposal on the private market. The property consisted of multiple office and miscellaneous structures. The County had undertaken several sale processes prior to engaging a broker, and the site had drawn significant interest and lawsuits from neighboring citizens and interest groups. The parcel also has ongoing lease interests serving public interests, including a women's shelter, a bird rescue center, and other facilities.

Solutions

CBRE provided a detailed market analysis and broker opinion of value to estimate the value on the site and steps a buyer would take in order to be comfortable with the property's encumbrances. The team then prepared a customized marketing campaign including drone videography, offering memorandum, website, and custom buyer outreach.

The sale was ultimately to be conducted using a live auction to achieve a written bid, and then the opportunity to accept oral bids after that.

Results

The team generated multiple competitive bids and offered the bidders the opportunity to increase their bids through oral offers. Ultimately the sale price was more than three times the minimum bid and at the very high end of our projected value.

The project closed in 107 days from the start of the marketing period.

71
acres

12
parcels

19
bids

PUBLIC
AUCTION
PER GOV.
CODE
25526-
25535

Offering Memorandum

[illegible]


ONE OF CALIFORNIA'S TOP
FOOD & WINE DESTINATIONS

COME HOME TO
Chanate
SONOMA COUNTY

STRONG HOUSING DEMAND
& MOTIVATED PLANNING
DEPARTMENT

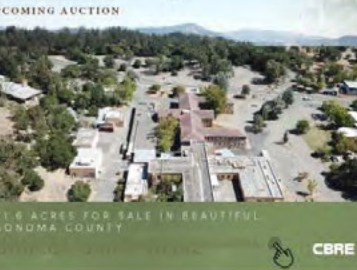
RELAXED LIFESTYLE & GREAT
PLACE TO RAISE A FAMILY

STUNNING NATURAL FEATURES
& OUTDOOR RECREATION



The Chanate Campus

3313 CHANATE ROAD, Santa Rosa, CA



UPCOMING AUCTION

71.6 ACRES FOR SALE IN BEAUTIFUL SONOMA COUNTY

Executive Summary

On behalf of Sonoma County, California (the County), CBRE, Inc. and North Bay Property Advisors are pleased to offer The Chanate Campus (the Campus) as a unique Northern California multi-tenant development. The Campus is centrally located in Santa Rosa, California and is made up of approximately 71 acres of land on 17 parcels surrounded by beautiful semi-rural hills, vineyards, and established neighborhoods. The County is offering the parcels as a turnkey, move-in, shelve-it-hold-it or build-it-hold-it investment. The Campus is the largest in-fill redevelopment opportunity north of San Francisco, and potentially the West Coast. The Campus is in the heart of several desirable Santa Rosa neighborhoods such as Mission Valley, Calabrisimo, Montecito Heights, and Leland Heights. It represents a tremendous development opportunity in Sonoma County and is a prime site for residential, mixed-use, and creative affordable housing solutions that complement Sonoma County's beautiful natural landscapes and reputation as a highly desirable community.

Sonoma County is seeking to sell the properties to retain them to the tax rolls and their highest and best use. Housing uses of all types are already pre-zoned for the County and City of Santa Rosa on the existing jurisdiction.

The property will be sold using an auction format. Please download the [Form](#) and click on the links to the auction portal to access our diligence information, register for the auction, and learn more about the property. Offers are due November 9, 2021 through the provided auction details.

Learn More

CONTACT INFORMATION

William Severi President / CEO North Bay Property Advisors +1 (707) 523-1300 william.severi@nbpac.com Lic. 01000294	Nick Abbott Partner North Bay Property Advisors +1 (707) 523-0733 nick.abbott@nbpac.com Lic. 01237546	Brian Hutchinson Western Regional Manager CBRE +1 (951) 546-2629 brian.hutchinson@cbre.com Lic. 00375144
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Custom Video

State of Florida, 201 W Broward Blvd Sale via Sealed Bid



Challenge

CBRE provides surplus property dispositions for the State of Florida on an as-needed basis. The State was seeking the successful disposition of the Gore Building at 201 W Broward, a valuable urban infill parcel. The property had been owned by the State for decades and was obsolete, inefficient, and suffering from expensive deferred maintenance and capital requirements. The property was also occupied by five state agencies and 111 employees.

The State of Florida requires a sealed bid process for its surplus sales with a minimum bid defined and deposits due by interested bidders.

Solutions

CBRE provided a detailed market analysis and broker opinion of value to estimate the value on the site to inform the minimum bid price. The team also provided and executed a detailed plan to relocate the existing tenants to leased space. The team then prepared a customized marketing campaign including drone videography, offering memorandum, website, and custom buyer outreach.

The team announced a minimum bid of \$52,000,000 with a deposit in the amount of 10% of the Bidder's bid due and included in the prospective buyer's written bid to purchase the property.

Results

The State received multiple offers with the winning bid 19.23% higher than the minimum price, despite the challenged interest rate environment that took over the market after the offering was released.

The team received significant out of market interest and multiple in-person submissions.

In addition, CBRE relocated State agencies into more productive, modern workspace with a square footage reduction of 13%.

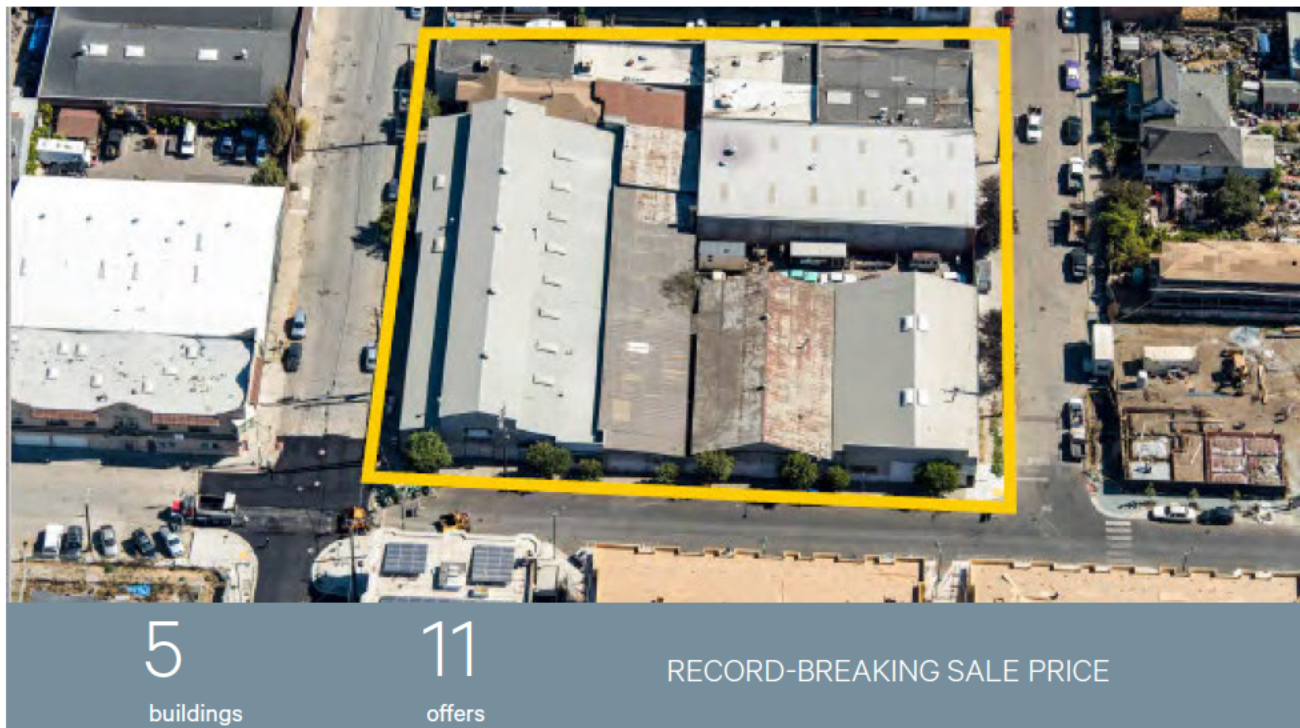
4.3
acres

113,710
sf office building

169
parking spaces

19%
over minimum bid

1500 Wood Street, Oakland



Challenge

CBRE was engaged to sell 1500 Wood Street in West Oakland. The property consisted of five buildings totaling 36,250 square feet.

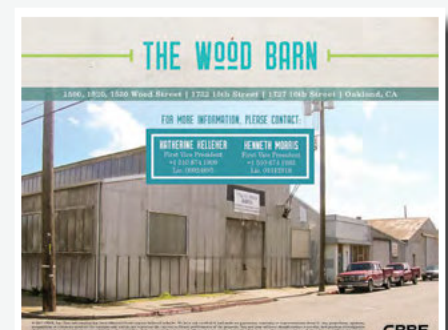
Solution

The team created a strategy to broadly market the property to investors and developers.

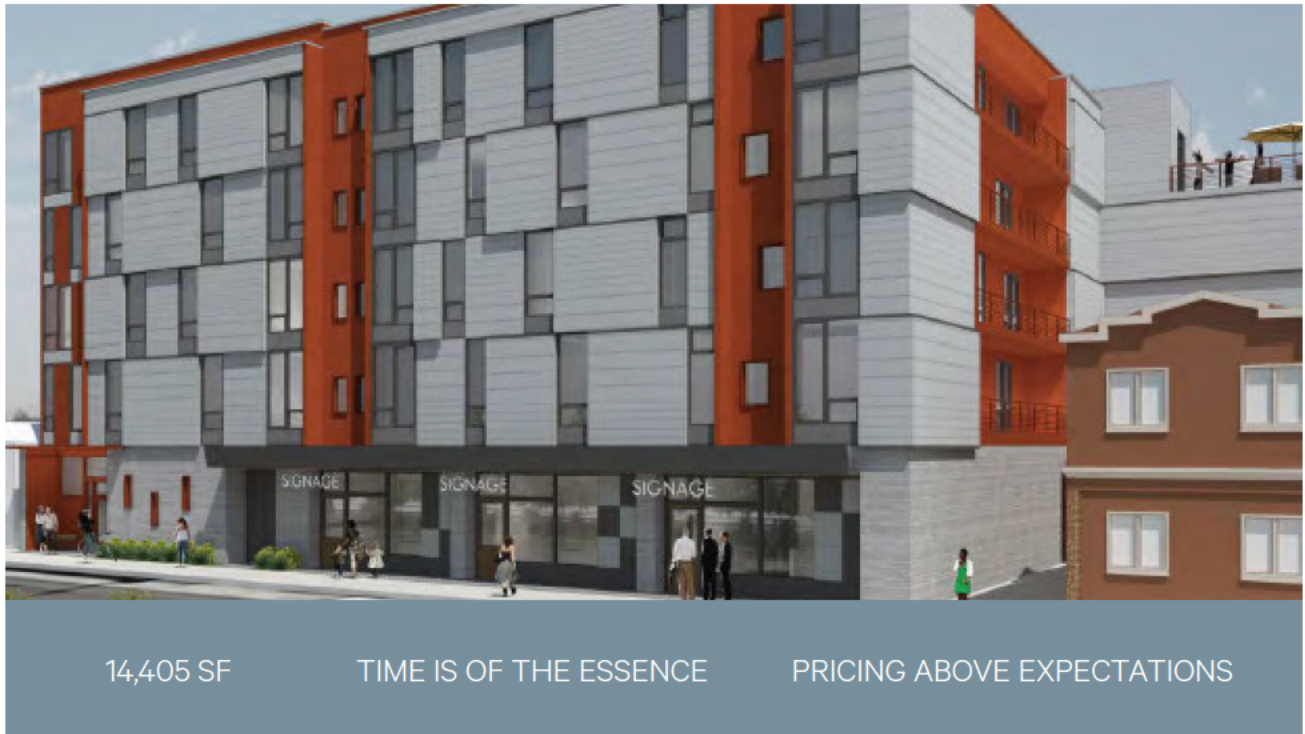
Result

During the marketing phase CBRE received 11 offers from investors, users and developers. The final closing price was a record breaking \$6,500,000 or \$179 psf.

Offering Memorandum



Case Study: 40th & Shafter, Oakland



14,405 SF

TIME IS OF THE ESSENCE

PRICING ABOVE EXPECTATIONS

Challenge

Zimmerman Properties had entitled the 14,405 SF site to build a 38-unit apartment building. They had planned to build the apartment building themselves, but changed their strategy and decided to sell the property instead. Time was of the essence as the entitlements were nearing the end of the allowed time to build after receiving approval from the City of Oakland.

Solution

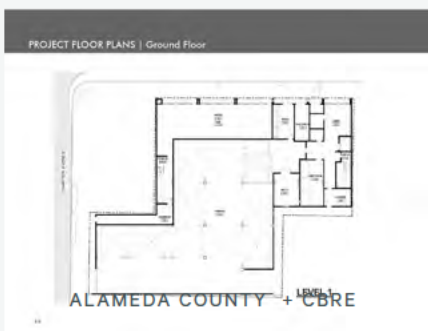
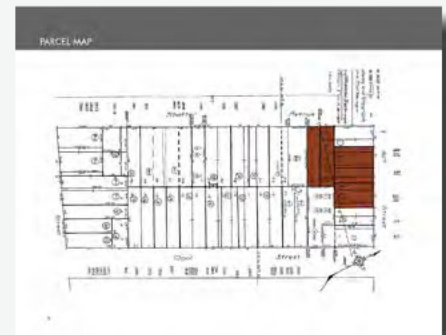
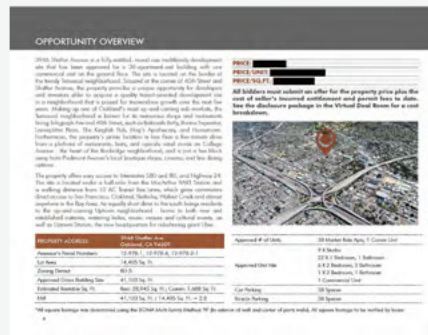
CBRE began a very broad marketing campaign that attracted both local and regional developers. There was significant interest from parties throughout the region, creating a competitive bidding environment.

Result

CBRE sold the site for \$3,900,000 or \$102,632 per unit, which was above expectation. The Buyer was from San Jose and this was his first project in Oakland. The project broke ground the day of closing before the entitlements expired.

Offering Memorandum

confidential



Nestle USA, Dreyers Corporate Headquarters Sale



PROPERTY &
SALE LEASEBACK

MULTIPLE
BUILDINGS

PORTFOLIO
SALE

MULTIPLE
COMPETITIVE OFFERS

Challenge

Nestle USA hired CBRE to sell their Dreyer's Corporate Headquarters campus located in the Rockridge submarket. The Campus consists of a three-story office/retail building, a conference center, a two-story office building and three residential properties. Nestle (parent company of Dreyer's) intended to lease back the three-story office building and conference center for five years with a five-year option to extend. The property was marketed as a portfolio, with the flexibility of selling the properties individually. There were environmental issues that were disclosed to all prospective buyers and is well documented in the County of Alameda records.

Solutions

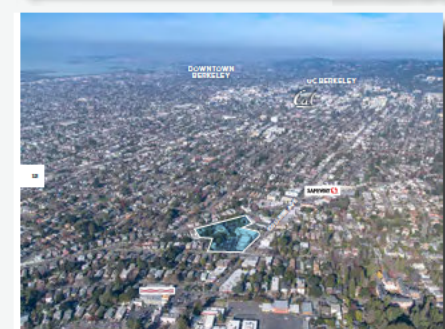
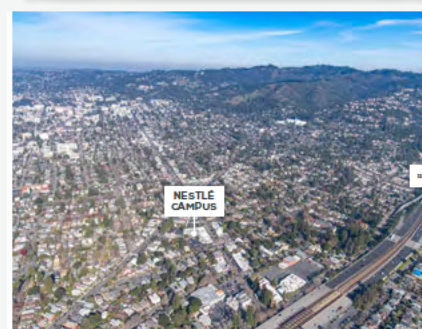
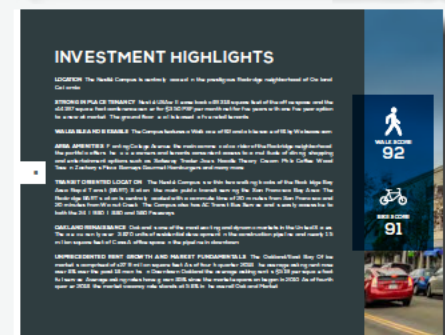
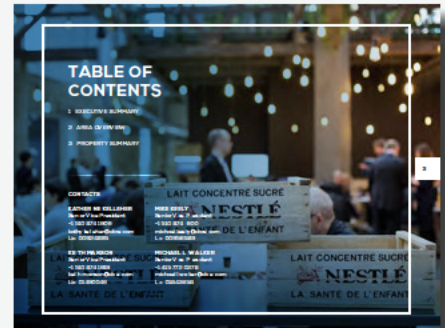
CBRE broadly marketed the properties and toured approximately 45 days, multiple competitive portfolio offers were received. CBRE diligently interviewed investors to select a Buyer that would perform, requiring proof of financial standing as well as vetting out past deals and performance.

Results

The Buyer was local with plans to be an owner/user after Nestle vacates in 5 to 10 years. They also have plans to develop the parking lot into senior housing

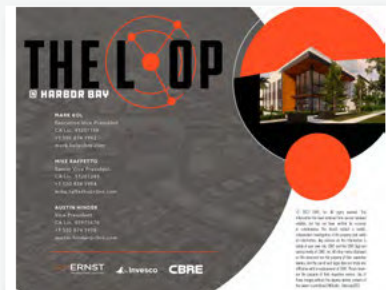
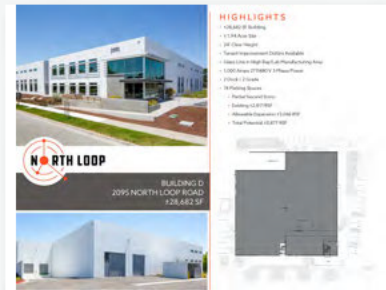
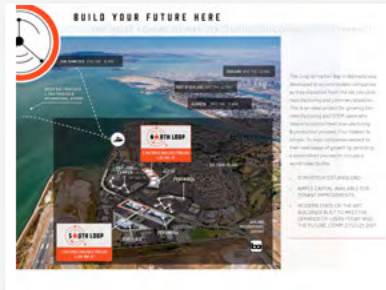
Nestle USA, Dreyers Corporate Headquarters Sale

Offering Memorandum

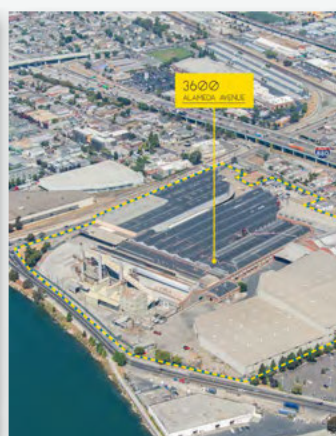
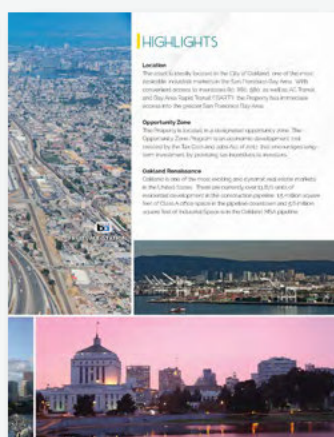
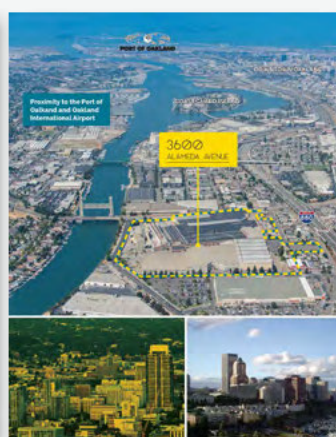
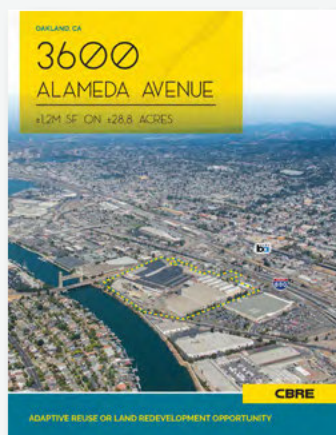


Additional similar sales

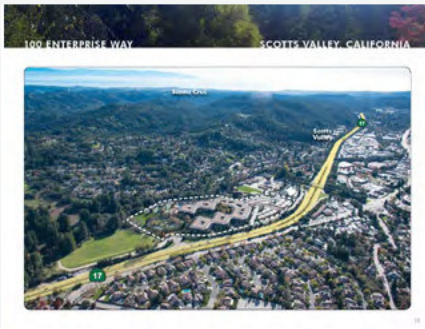
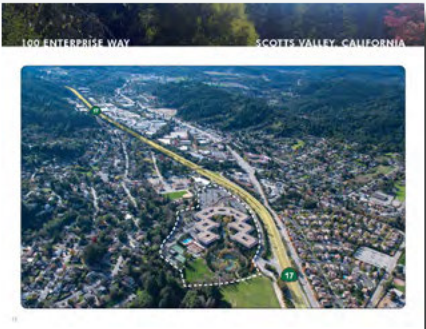
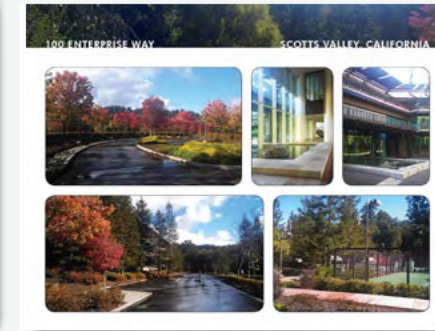
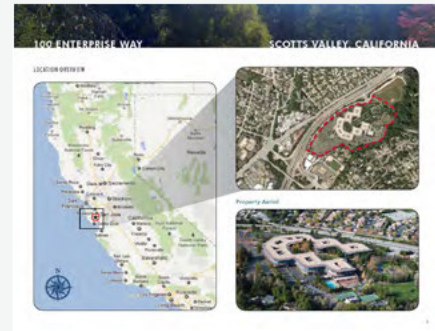
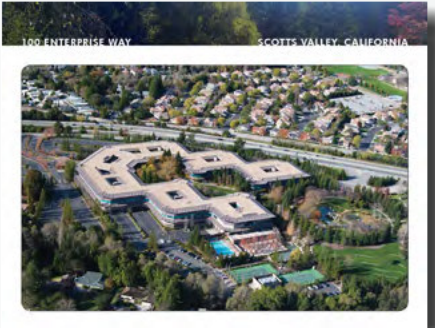
The Loop at Harbor Bay



3600
Alameda
Avenue



Enterprise Tech Center





Other Infill Parcel Dispositions for Public Sector Clients



City of Avondale, AZ
Sale of urban parcel for multifamily development



City of Miami, FL
Ground lease of urban land for mixed use redevelopment



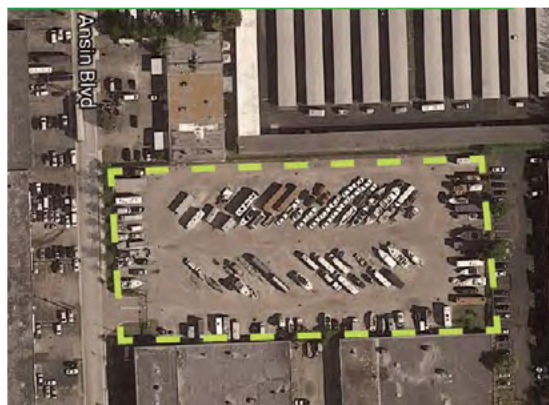
Travis County, Austin TX
Ground lease redevelopment of urban infill parcel



State of New York, Buffalo
Disposition of urban parcel for hotel redevelopment (quitclaim deed)



Johnson & Wales University
Sale of North Miami & Denver campuses for redevelopment



City of Hallandale Beach FL
Disposition of sites for development

Global Exposure & Bias to Action

2021 Global Cross-Border Investment Sales Activity

According to Real Capital Analytics, CBRE completed \$64.8 billion of global cross-border investment sales activity in 2021, 52.2% more than our closest competitor. Additionally, CBRE is the leader of inbound capital placement in the U.S. with \$28.9 billion since 2019.

Next Level Exposure

CBRE leads all commercial real estate brokerage firms in terms of print and online media coverage, according to Cision, an independent media monitoring company.



	SELLER		BUYER		COMBINED	
	VOLUME (\$)	# PROPERTIES	VOLUME (\$)	# PROPERTIES	VOLUME (\$)	# PROPERTIES
CBRE	50,330,132,660	1,145	16,756,476,666	415	64,848,578,641	1,519
JLL	30,466,740,055	608	12,344,710,949	328	42,610,106,704	932
Eastdil Secured	39,129,775,755	933	1,681,468,673	71	40,811,244,428	1,004
Cushman & Wakefield	17,028,622,088	294	5,152,260,644	166	21,330,981,915	442
Savills	10,136,882,971	182	7,096,867,880	156	16,448,883,267	331
Colliers International	8,942,406,667	215	6,581,891,677	162	14,503,341,414	367
BNP Paribas	5,899,267,843	88	3,908,593,928	173	9,242,192,372	248
Knight Frank	5,866,857,615	113	2,377,865,189	52	8,244,722,803	165
Pangea Property Partners	7,502,512,035	240	526,555,415	29	8,029,067,449	269
DTRE	1,603,087,911	69	5,388,681,708	92	6,991,769,618	161

What's the benefit for Alameda County?

More potential buyers and more competition for your assets.

Our Proven Process



Connected Global Scale

- Linking clients to capital and opportunity in every market across the globe



Direct Investor Outreach

- Increasing speed and precision for every transaction



Powerful Buyer Intelligence

- Unsurpassed deal volume
- Local expertise
- Proprietary technology



Executive Leadership Involvement

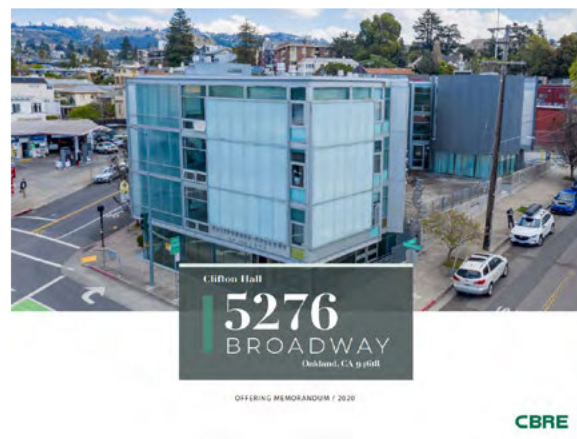
- Leveraging long-standing relationships to personally market opportunities
- Ensures speed to market and higher probability of success

Creativity in Action - CBRE Marketing

From marketing strategy development to collateral production, our consultative marketing professionals offer the State a complete in-house marketing shop. Our designers, writers, web publishers and communications teams will support the team's marketing and special projects needs efficiently and at no extra cost.

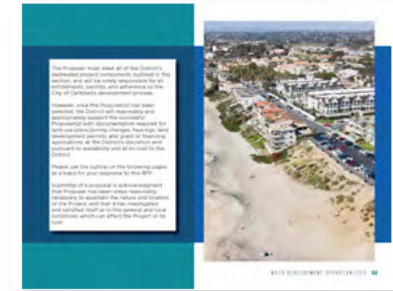
Property Marketing is essential in communicating the value of the Oakport Street property. It can set the tone for a new development or define a community's story. CBRE's thoughtful, expert approach to marketing assets leverages our perspective and technology to entice potential buyers, attract strong capital, and make a tangible difference in the disposition's success.

CBRE's regional Property Marketing Studios are a no-cost resource for the industry's most popular types of marketing materials such as brochures, flyers and email campaigns. The Studio teams pair design expertise with accelerated speed to market to deliver materials that will set your opportunity apart from its competition.

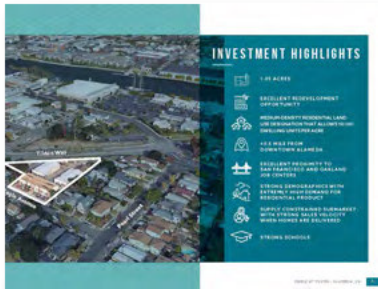


North County Transit District

Sample Offering Memorandum



**Alameda
Unified School
District**
Sample Offering Memorandum



**Long Beach
Unified School
District**
Sample Offering Memorandum



5. Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications MUST be identified on the Exceptions and Clarification form. The County is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for bid disqualification.)

CBRE has no limitations or restrictions that exist in order to perform the services. We are keen to represent you on this project and deliver the exceptional outcomes the County deserves.

REFERENCES

Instructions: On the following page is the templates that Bidders are to use for providing references. Bidders are to provide a list of five references. References must be satisfactory as deemed solely by County.

Bidder must specialize in the disposition of government-owned properties, particularly office buildings by public auction per Gov. Code 25526-25535. This must be demonstrated in the bid submittal and submission of references.

Services or goods provided by Bidders to the references should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

Bidder must currently be providing goods and/or services for at least two of the references or have done so within the last five years.

Bidders should verify that the contact information for all references provided is current and valid. If a reference cannot be contacted, it may affect the qualification and scoring of the Bidders' bid proposals.

Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all the references provided in order to determine items such as Bidders' years of experience and performance records on work similar to that described in this request.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Bidders should not list the County department requesting services/goods as part of the references.

REFERENCES

RFP No. 902200

Real Estate Broker Services

Bidder Name: CBRE, Inc

Company Name: Sonoma County, CA	Contact Person: Keith Lew, Deputy Director, General Services Department Facilities Development & Management
Address: 2300 County Center Drive, STE A220,	Telephone Number: (O) 707.565.3193 (M) 707.800.5578
City, State, Zip: Santa Rosa, CA 95403	Email Address: Keith.Lew@sonoma-county.org
Services Provided / Date(s) of Service: Disposition of Chanate Campus in accordance with Sections 25526-25535 of the Government Code of the State of California, Closed in December 2021	

Company Name: State of Florida	Contact Person: Robbie Parrish, Department of Environmental Protection, Division of State Lands, Bureau of Real Estate Services, Chief
Address: 3800 Commonwealth Blvd., MS#11,	Telephone Number: 850.245.2497
City, State, Zip: Tallahassee, FL 32399-3000	Email Address: Robbie.Parrish@floridadep.gov
Services Provided / Date(s) of Service: Disposition of Government Office Buildings and Vacant Land through Sealed Bid since 2008	

Company Name: PSAI Realty Partners	Contact Person: Peter Sullivan
Address: 155 Montgomery Street, Suite 1600	Telephone Number: 415 362 1700
City, State, Zip: San Francisco CA 94104	Email Address: PSullivan@psai-cre.com
Services Provided / Date(s) of Service: CBRE has represented PSAI Realty Partners as a buyer and seller for over 20 years	

Company Name: srmErnst Development Partners	Contact Person: Joe Ernst
Address: 2220 Livingston Street Suite 208	Telephone Number: T (510) 219-5376 C (510) 219-5376
City, State, Zip: Oakland, CA 94606	Email Address: jernst@srmernst.com
Services Provided / Date(s) of Service: CBRE was engaged to sell 6 buildings in Harbor Bay; ultimately was completed within 120 days, closing in May 2021. CBRE was also engaged to lease the project and have successfully leased 5 of the 6 buildings in less than 1 year. Total value of the sale was \$120M.	

Company Name: Alameda Unified School District	Contact Person: Shariq Khan, Chief Business Officer
Address: 2060 Challenger Drive	Telephone Number: T: 510.337.7000 x 77067, C: 510.910.4271
City, State, Zip: Alameda, CA 94501	Email Address: SKhan@alamedaunified.org
Services Provided / Date(s) of Service: Disposition of surplus property for reuse to affordable housing, engaged 2021, closed in April 2022	

*Use additional pages as necessary

Company Name: Judicial Council of California	Contact Person: Mary Bustamante
Address: 455 Golden Gate Ave	Telephone Number: 916-263-7999
City, State, Zip: ,San Francisco, California	Email Address: Mary.bustamante@jud.ca.gov
Services Provided / Date(s) of Service: Real estate advisory, site selection, market analysis, relocation	

EXCEPTIONS AND CLARIFICATIONS

Instructions: Bidders must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFP and associated Bid Documents and submit them with the bid proposal.

THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS; ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR BID PROPOSAL DISQUALIFICATION.

[illegible]

*Use additional pages as necessary

CREDENTIALS

Instructions: This page must be included as part of the Bidders Response Packet. Following this page, Bidders are to provide proof of any permits, licenses, and/or professional credentials necessary to perform services as specified in this RFP.

Confirmed. CBRE key personnel are licensed in California. Please click [here](#) for copies of the licenses. License numbers are provided below:

Kathy Kelleher: 00924895- Expires 07/11/2025

Ben Marcus: 01348820 - Expires 08/19/26

Mark Kol: 01251158- Expires 01/25/23

Mike Raffetto: 01201289 - Expires 09/10/23

Trevor Thorpe: 01024740- Expires 08/10/26

Brian Hutcherson: 02075144 - Expires 10/22/26

INSURANCE REQUIREMENTS

Instructions: Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet and submitting a bid proposal, the Bidder agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

Insurance documentation must be provided to the County before award and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

The following page contains the minimum insurance limits required by the County of Alameda to be held by the Contractor performing on a contract issued from this RFP:

**SEE NEXT PAGE FOR COUNTY OF ALAMEDA
MINIMUM INSURANCE REQUIREMENTS**

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate

E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES ARE TO BE COVERED AS ADDITIONAL INSURED ON THE CGL POLICY WITH RESPECT TO LIABILITY ARISING OUT OF WORK OR OPERATIONS PERFORMED BY OR ON BEHALF OF THE CONTRACTOR INCLUDING MATERIALS, PARTS, OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK OR OPERATIONS. GENERAL LIABILITY COVERAGE CAN BE PROVIDED IN THE FORM OF AN ENDORSEMENT TO THE CONTRACTOR'S INSURANCE (AT LEAST AS BROAD AS ISO FORM CG 20 10 11 85 OR IF NOT AVAILABLE, THROUGH THE ADDITION OF BOTH CG 20 10, CG 20 26, CG 20 33, OR CG 20 38; AND CG 20 37 IF A LATER EDITION IS USED). AUTO POLICY SHALL CONTAIN OR BE ENDORSED TO CONTAIN ADDITIONAL INSURED COVERAGE FOR THE COUNTY. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County. 5. SUBCONTRACTORS: CONTRACTOR SHALL INCLUDE ALL SUBCONTRACTORS AS AN INSURED (COVERED PARTY) UNDER ITS POLICIES OR SHALL VERIFY THAT THE SUBCONTRACTOR, UNDER ITS OWN POLICIES AND ENDORSEMENTS, HAS COMPLIED WITH THE INSURANCE REQUIREMENTS IN THIS AGREEMENT, INCLUDING THIS EXHIBIT. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is
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	in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
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COMMISSION RATES/FEES - 902200 Real Estate Broker Services

RATES/FEES SHALL BE SUBMITTED ON THE BID FORM EXCEL TAB AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED. Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for the three-year term of any contract that is a result of this bid.

By submission of the FORM through the Alameda County Strategic **Sourcing Supplier Portal** Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County Strategic **Sourcing Supplier Portal** and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

RATES/FEES			
DESCRIPTION	Unit of Measure	Quantity	Rates/Fees
Real Estate Broker Services	Commission	Lot	1.5%

EXHIBIT C
MATERIALS AND OBLIGATIONS OF COUNTY

To permit the Broker to render the services required herein, the County shall, at its expense and in a timely manner provide the following services or other materials:

1. Appoint County General Services Agency staff members to act as Project Managers on behalf of the County.

Dina Garrido, Real Property Projects Manager
Holly Wright, Real Property Projects Manager
Alameda County General Services Agency
1401 Lakeside Drive, 9th Floor
Oakland, CA 94612

2. County designated staff shall promptly review any and all documents and materials submitted by the Broker.

All other information, facilities, and equipment required to complete the services described Exhibit B of this Agreement shall be provided by the Broker.

EXHIBIT D

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Broker shall be an independent contractor and shall not be an employee of the County. All persons performing services for the Broker under this Agreement shall be employees and/or agents of the Broker and not the County. Broker shall be liable for the acts and omissions of its subcontractors, its consultants, its employees, and its agents. Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between County and Broker. Broker acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be County employees, and shall not be entitled to receive any benefits conferred on County employees, including without limitation workers' compensation, pension, health, insurance or other benefits. Broker shall be solely responsible for payment of any required taxes, including California sales and use taxes, City of Oakland business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto. Broker shall be available as much as reasonably possible to County staff during the County's normal working hours or as otherwise requested by County. Terms of this Agreement referring to direction from County shall be construed as providing for direction as to policy and the result of Broker's Services only and not as to the means by which such a result is obtained. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities who are not parties to this Agreement.

2. Licenses and Permits. Broker represents and warrants to County that Broker and its subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Broker to practice its profession and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Broker to practice its profession at the time the services are performed.

3. Time. Broker shall devote such attention to the performance of services pursuant to this Agreement as may be necessary for the satisfactory and timely performance of Broker's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. Hold Harmless and Indemnification. To the fullest extent permitted by law, Broker hereby agrees to protect, defend, indemnify, and hold County and its elected and appointed officials, officers, agents employees and volunteers (collectively, "Indemnitees") free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or Agreement, except where such Liabilities are caused solely by the negligence or willful misconduct of any Indemnitee. Broker agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Broker. Broker also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Broker or County or to enlarge in any way the Broker's liability but is intended solely to provide for indemnification of County from liability for damages or injuries to third persons or property arising from Broker's performance pursuant to this Agreement. County may participate in the defense of any such claim without relieving Broker of any obligation hereunder. This indemnity obligation shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

Broker shall place in its subcontractor agreements and cause its subcontractors to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement. Broker shall require all subcontractors to comply with all indemnification and insurance requirements of this Agreement, including, without limitation, Exhibit E. Broker shall verify each of its subcontractor's compliance.

5. Broker Not Agent. Except as County may specify in writing within a letter of intent, purchase and sale agreement, or other agreement for a particular real estate transaction, Broker shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Broker shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

6. Assignment/Subcontracting Prohibited. Broker and County agree that Broker's unique talents, knowledge, and experience form a basis for this Agreement and that the services to be performed by Broker under this Agreement are personal in character. Therefore, Broker shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by County in a written instrument executed and approved by the County in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

Broker shall use the Subcontractors for the scopes of work listed in its Statement of Qualifications and Proposal (exhibits to Exhibit B), below and shall not substitute Subcontractors unless approved by written instrument executed and approved by the County in writing.

To the extent Broker is permitted by County in writing to subcontract, assign or subcontract any portion of this Agreement or any duties or obligations hereunder, Broker shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code Section California §3321). Broker shall remain fully liable and responsible for all acts and omissions of its Subcontractors in connection with the Services as if it engaged in the acts and omissions directly.

Broker shall not employ or engage, or attempt to employ or engage, any person who is or was employed by County or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of County.

7. Small Local and Emerging Business Participation SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Broker shall subcontract with Marcus Realty, 352 Mountain Ave, Piedmont, CA 94611, Principal: Benjamin Marcus, for services provided under this Agreement in an amount equal to twenty percent of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- a. SLEB subcontractor is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
- c. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above.

Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor–Controller Agency, Office of Contract Compliance & Reporting (OCCR).

- d. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation compliance system. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay Broker for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC via e-mail at ACSLEBcompliance@acgov.org.

8. First Source Program. For contracts over \$100,000, Broker shall provide County ten (10) working days to refer to Broker, potential candidates to be considered by Broker to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Broker has available during the contract term before advertising to the general public.

9. Personnel.

- a. Broker warrants that all personnel assigned by Broker to perform services are duly trained and qualified to perform the work. Broker shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, request the replacement of any person assigned by Broker to perform services pursuant to this Agreement, Broker shall remove and replace any such person immediately upon receiving notice from County.
- b. Notwithstanding the foregoing, if specific persons are designated as part of a project team in Exhibit B, Scope of Services, Broker agrees to perform the work under this Agreement with those individuals identified. Reassignment or substitution of individuals named in the project team by Broker without the prior written consent of County shall be grounds for cancellation of the Agreement by County.

10. Standard of Performance. Broker shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Broker is engaged in the geographical area in which Broker practices its profession. All products of whatsoever nature which Broker delivers to County pursuant to this Agreement shall be prepared in a professional manner and conform to the standards or quality normally observed by a person practicing in Broker's profession.

11. Termination. This Agreement will be for one (1) year or until one of the following occurs, whichever is earlier:

- a. Brokerage payment is made and subsequent close of escrow of the Property.

- b. Termination of the proposed sale of the Property by the County.
- c. Following delivery of notice and the expiration of applicable cure period pursuant to Section 21 of this Exhibit D, County may terminate this Agreement upon default by Broker hereunder, including without limitation, upon either of the following:
 - (1) Broker's failure to diligently market the Property; or
 - (2) Broker's violation or allowing a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Services.
 - (3) Broker's assignment for the benefit of creditors, admission in writing its inability to pay its debts as they become due, filing of a voluntary petition for bankruptcy, adjudgment of bankruptcy or insolvency, filing of a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Broker in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Broker or of all or any substantial part of the properties of Broker, or if Broker, its directors or shareholders, take action to dissolve or liquidate Broker.

Broker shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including the property inquiry journal, letters, words, pictures, sounds, or symbols, or combinations thereof. County shall have full ownership and control of all such writings delivered by Broker pursuant to this Agreement.

12. Non-Discrimination. Broker shall not discriminate against any employee or applicant for employment, nor against any subcontractor or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the Americans with Disabilities Act or veteran's status. To the extent applicable, Broker shall comply with all federal, state and local laws (including, without limitation, County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action, and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

13. Drug-Free Workplace Policy. Broker acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on County premises. Broker agrees that any violation of this prohibition by Broker, its employees, agents or assigns shall be deemed a material breach of this Agreement.

14. Records.

- a. Broker shall maintain all work products, including but not limited to, marketing and history, lead tracking log, purchase offers, any property drawings, specifications, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Broker during the course of performing the Services described in Exhibit B, for a period of at least five years following termination for any reason described in Section 10. All such records (except for materials subject to the attorney-client privilege, if any) shall be available to County, and County's authorized agents, officers, and

employees, upon request at reasonable times and places. Broker agrees to maintain full and adequate records in accordance with County requirements and will permit County, and County's authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.

- b. Broker shall maintain all items described herein in an accessible location and condition for a period of not less than five years after termination for any reason under Section 10 or until after final audit has been resolved, whichever is later. If such items are not kept and maintained by Broker within a radius of fifty (50) miles from County's offices at 1401 Lakeside Drive, Oakland, California, Broker shall, upon County's request and at Broker's sole cost and expense, make such items available to County, and County's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius or Broker shall pay County its reasonable and necessary costs incurred in inspecting Broker's books and records, including, but not limited to, travel, lodging and subsistence costs. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Section. The rights and obligations established pursuant to this Section shall be specifically enforceable and survive termination of this Agreement.

15. Ownership of Information. All professional and technical information developed under this Agreement and all worksheets, reports, and related data shall become the property of County, and Broker agrees to deliver all copies of such documents to County on completion of the services hereunder. The Broker may, however, retain one copy for its files.

Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Broker or its Subcontractors in connection with Services performed under this Agreement shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of County. In the event that it is ever determined that any works created by Broker or its Subcontractors under this Agreement are not Works for Hire under U.S. law, Broker hereby assigns all copyrights to such works to County. With the prior written approval of the County, Broker may retain and use copies of such works for reference and as documentation of its experience and capabilities.

16. Waiver. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

17. Conflict of Interest.

- a. Broker represents that it is familiar with Section 1090 and Section 87100, *et seq.* of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.
- b. Broker represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Broker believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by County for cause. Broker agrees to comply with all conflict of interest codes adopted by the County of Alameda and their reporting requirements.

- c. Broker covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Broker represents to and agrees with the County that Broker has no present, and will have no future, conflict of interest between providing the County the Services hereunder and any interest Broker may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the County. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to the County hereunder.

18. Entirety of Agreement. This Agreement contains the entire agreement of County and Broker with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

19. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this Agreement shall be brought under the jurisdiction of the Superior Court of the County of Alameda, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

20. General Compliance with Laws. The Broker shall exercise usual and customary care to comply with applicable Federal, State and local laws, statutes, rules, orders and regulations which are in effect as of the date of this Agreement, or which may later be enacted, including without limitation, laws pertaining to nondiscrimination and fair housing. Broker shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code Section 1720, as such laws may be amended or modified. Broker agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction. Copies of applicable prevailing wage rates are available at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Broker agrees and acknowledges that the services provided under this Agreement may be subject to DIR Compliance Monitoring Unit requirements, and that further information on Compliance Monitoring Unit requirements can be found at <https://www.dir.ca.gov/dlse/cmu/cmu.html>.

Broker further agrees to comply with all other related provisions of the California Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices and Sections 1811-1813 relating to the payment of Overtime, as such provisions may be amended or modified. Broker agrees and acknowledges that, 1) failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker; 2) failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation; and, 3) failure to pay proper overtime rate may result in a penalty of \$25 per day per worker.

21. Construction and Interpretation. It is agreed and acknowledged by Broker that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

22. Confidentiality of Data. Broker acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Broker may have access to private or confidential information which may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to

County. Broker agrees that all information disclosed by County to or discovered by Broker shall be held in strict confidence and used only in the performance of the Agreement. Broker shall exercise the same standard of care to protect such information as a reasonably prudent Broker would use to protect its proprietary data, and shall not accept employment adverse to the County's interests where such confidential information could be used adversely to the County's interests. Broker agrees to notify the County immediately in writing if it is requested to disclose any information made known to or discovered by Broker during the performance of or in connection with this Agreement.

Permission, granted by the County, to disclose information on one occasion or at public hearing held by the County relating to the Agreement shall not authorize the Broker to further disclose such information or disseminate the same on any other occasions.

The Broker and its employees and/or agents, shall not comment publicly to the press or any media regarding this Agreement or the County's actions on the same, except to the County's staff, Broker's own personnel involved in the performance of this Agreement, or with County's written permission.

23. Breach. Failure of either Party to this Agreement to comply with the terms and obligations set forth herein shall constitute a breach. In the event of a breach, the non-breaching party shall give the breaching party written notice of such breach at the address identified in Section 9 of this Agreement and request that the breach be cured. If the breach is not cured: (i) within thirty (30) days after receipt by the notice of breach, or (ii) if by reason of the nature of the breach, it cannot be cured within thirty (30) calendar days, then within a time that would be reasonable if the breaching party were to proceed with diligence to remedy the breach, the non-breaching party shall be entitled to any remedy available to it at law or equity, including early termination of this Agreement pursuant to the terms of Section 10 of this Exhibit D.

24. Alteration. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by authorized representatives of all parties, except as expressly provided elsewhere in this Agreement.

25. Severability. Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.

Exhibit E – Insurance Requirements

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
D	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: Contractor shall be required to provide notice of cancellation to County. Failure to provide such notice constitutes a material breach of this Agreement. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. 	