

**REDEVELOPMENT AGENCY  
OF THE CITY OF OAKLAND**  
*AGENDA REPORT*

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OFFICE OF THE CITY CLERK  
OAKLAND

2008 SEP -4 PM 6:44

TO: Office of the City/Agency Administrator  
ATTN: Dan Lindheim  
FROM: Community and Economic Development Agency  
DATE: September 16, 2008

**RE: Supplemental Report Regarding the Selection of a Master Developer for a 108-Acre Portion of the Former Oakland Army Base**

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**SUMMARY**

On July 15, 2008, the Redevelopment Agency governing body directed staff to issue a Request for Proposals (RFP) for the master development for the Gateway Development Area (GDA) of the former Oakland Army Base. As part of this action, the Agency Board directed staff to:

- Issue the RFP exclusively to the short list of four developer teams that were qualified in the Request for Qualifications (RFQ) process, i.e., AMB/California Capital Group, Federal Development, First Industrial Realty Trust, and ProLogis/Catellus.
- Adopt the "Preferred Development Scenario" recommended by the RFQ Review Panel. Under the Preferred Development Scenario, the GDA would be developed into complementary commercial and industrial uses that can attract key industries to Oakland, create livable-wage jobs, and create a signature gateway into the city. Retail (including both neighborhood-serving and destination retail) could be included as a secondary use. The Preferred Development Scenario also incorporates the Agency policy goals that have been articulated throughout the Army Base planning process.
- Require the master developer to accommodate two smaller stand-alone projects in the development: the Oakland Film & Media Center and the Oakland Produce Market.

The Agency Board further directed staff to provide the draft RFP for its review and approval before it is issued. This supplemental report presents the draft RFP (see Attachment A).

**KEY ISSUES AND IMPACTS**

**1. City/Agency Goals**

The RFP describes the Agency's policy goals for the GDA. These goals will provide the primary criteria in evaluating the RFP responses. The goals, which are described in the attached RFP, include a wide range of policy objectives such as job creation, local equity participation, urban design and architecture, and economic development in strategic sectors. The Agency gave special attention to three of the policy goals – Community Benefits, Green Development, and

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Employment and Labor – which are summarized briefly in this report and described fully in the attached RFP (see Attachment A).

### **Community Benefits**

Based on input from the Agency Board, staff has drafted the RFP to have a broad definition of what community benefits could be generated by the development, including:

- Creating a wide range of sustainable job opportunities for Oakland residents;
- Creating local business opportunities;
- Developing waterfront open space, bicycle and pedestrian facilities, and other amenities for East Bay residents, provide high-quality retail and other services;
- A mandatory contribution to the West Oakland Community Fund;
- Generating revenue that could be used to fund community services, programs, or facilities, and/or
- Relocating businesses (such as recyclers or trucking companies) that may conflict with the residential areas of West Oakland.

### **Green Development**

In addition to promoting green businesses and innovative technologies, the Agency is also committed to “green” development principles – in construction, building materials, use of alternative energy sources, technology, and traffic management. This is achieved both by targeting green businesses for inclusion in the project and by incorporating green development practices into every type of development. The RFP requires developers to meet at least the minimum standards of resources efficiency set forth by the Green Building Initiative of the Alameda County Waste Management Authority. Developers are also encouraged to incorporate innovative green design and resource efficiency into their project, including Leadership in Energy and Environmental Design (LEED) Certification for all appropriate structures.

### **Employment & Labor Issues**

The RFP includes several requirements for Developers to hire and train Oakland residents, following existing City/Agency policies. The RFP states that the Site should be developed with strategic industries that are expected to grow over time and provide a range of sustainable, well-paying jobs that fit with the varying workforce skills of Oakland residents and that meet or surpass the standards of the City of Oakland’s Living Wage Ordinance. In addition, the RFP states the expectation that the Developer will need to work collaboratively to address the interests of organized labor.

## **2. Preferred Development Scenario**

The Preferred Development Scenario approved by the Agency Board on July 15, 2008, calls for a mix of complementary commercial and industrial uses that can attract key industries to Oakland and create a signature gateway into Oakland. The new development should help provide the modern, state-of-the-art space needed to shape Oakland into a 21<sup>st</sup> century employment center

that offers Oakland residents the best range of jobs, in particular, well-paying jobs with a career path. Specific uses should focus on innovative technologies, green technologies, trade and logistics, and other strategic business sectors.

In response to input from the Agency Board, staff has modified the RFP to include a more flexible range of retail that would be appropriate for the GDA, including the possibility for destination retail, convenience and neighborhood-serving retail, and hotel uses.

### 3. Evaluation Criteria

The RFP lists the criteria by which proposals will be evaluated. These criteria include the following:

- a. Financial capacity to develop the Site.
- b. Successful track record of developing complex, large-scale developments, including former military sites.
- c. Proven ability of developer to possess or attract equity and debt capital for a project of this type as evidenced by: (a) financings of comparable projects, (b) financial status, and (c) on-going relationships with financial sources.
- d. Proven ability to work with public agencies, preferably redevelopment, to achieve development desired by the public sector.
- e. Prior relationships with quality retail, office, and/or industrial tenants.
- f. Proven track record of completing projects of comparable type, scope, and quality envisioned.
- g. Proven ability to implement projects quickly, effectively, and on budget.
- h. Experience with development within an urban context.
- i. Ability to partner with local organizations and/or address community concerns.
- j. Commitment to City's job creation and labor peace interests, and demonstrated program to implement them on this project.
- k. Assurance of equity participation by local development partners.

### 4. Timing of the RFP Process

Under the proposed timeline, staff would prepare and issue the RFP within the next 30 days, with proposals due in four to six months. Staff would return to the Agency Board in early 2009 with the submitted proposals to make a final selection of the master developer. The RFP process is anticipated to follow the timeline summarized below:


Pre-Submittal Meeting	October 23, 2008
Deadline for Proposals	February 2, 2009
Evaluation	March/April 2009
Developer Interviews	April/May 2009
Recommendation of Qualified Developers to City Council	June 2009
Start of ENA Negotiations with Selected Team	August 2009

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**RECOMMENDATION**

The Agency is being asked to provide input and comments on the attached RFP (see Attachment A). Pursuant to the Agency's direction of July 15, 2008, staff will issue the attached RFP after incorporating the Agency's input. Under the proposed timeline, staff would prepare and issue the RFP within the next 30 days, with proposals due in four to six months. Staff would return to the Agency in early 2009 with the submitted proposals for the Agency to make a final selection of the master developer.

Respectfully submitted,

  
\_\_\_\_\_  
Dan Lindheim, Director  
Community and Economic Development Agency

Reviewed by: Gregory Hunter  
Deputy Director, Economic Development and  
Redevelopment

Prepared by:  
Alex Greenwood  
Urban Economic Coordinator, Redevelopment Division

APPROVED AND FORWARDED TO  
THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE:

  
\_\_\_\_\_  
Office of the City/Agency Administrator

Attachment A: Draft Request for Proposals for a Master Developer of the Gateway Development  
Area of the Former Oakland Army Base

# Attachment A

Request for Proposals for a Master Developer

*Gateway Development Area of the  
Former Oakland Army Base.*

Draft Request for Proposals for a Master Developer  
Gateway Development Area of the Former Oakland Army Base

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**REQUEST FOR PROPOSALS FOR A MASTER DEVELOPER**  
*Gateway Development Area of the  
Former Oakland Army Base*

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**CITY OF OAKLAND  
COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY  
REDEVELOPMENT DIVISION**

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Submittals Due: February 2, 2009

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# I. Summary of Request for Proposals

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## A. Introduction

The Oakland Redevelopment Agency (“the Agency”), is seeking a master developer team to plan and develop approximately 108 acres (“the Site”), located within the former Oakland Army Base (see **Area Map, Appendix A**). In January 2008, the Agency issued a Request for Qualifications (“RFQ”) to identify prospective teams for the Site. Based on the information gathered in the RFQ process, as well as other analysis and community input, the Agency Board refined its vision for the Site (see discussion below) and selected four developer teams that would be invited to submit full proposals for developing the Site. The four finalist teams are:

- AMB / California Capital Group
- Federal Development
- First Industrial Realty Trust
- ProLogis / Catellus

**Note:** This RFP is being offered only to the above four development teams, which have been qualified through the Request for Qualifications process.

The purpose of this Request for Proposals (“RFP”) is to set forth the project goals, selection criteria, and submittal requirements that the four teams must address in their proposals. Based on the information submitted in response to this RFP, the Agency Board plans to make a final decision on selecting a master developer for the Site.

## B. Overview of Site

The Site is part of the 165-acre “Gateway Development Area” (“GDA”), which is the portion of the former Oakland Army Base that was transferred to the Agency in 2006. Portions of the GDA are already slated for specific retail and industrial projects. The remaining available land, totaling approximately 108 acres, is the subject of this RFP. The Site consists of three adjacent parcels of the following approximate acreages: the “Central Gateway” (60 acres), “East Gateway” (14 acres), “West Gateway” (34 acres, of which 17.5 acres are developable for mixed uses and a 16.5-acre waterfront portion is reserved for public open space and related uses). For Site configuration, see **Site Map, Appendix B**. **Note: Site boundaries are subject to change based on negotiations with the Port of Oakland, Caltrans, and other entities.**

The Site offers a unique development opportunity: 108 acres of undeveloped land at a highly-visible location in the geographic center of the Bay Area, located adjacent to the Port of Oakland, with direct access and visibility from the I-80, I-580, and I-880 freeways. Situated near the base of the San Francisco-Oakland Bay Bridge, the Site will serve as a major gateway into Oakland and the East Bay.



### **C. Preferred Development Scenario**

The Agency has approved a Preferred Development Scenario for the Site that is detailed in Chapter II of this RFP. As discussed in Chapter II, the Project is envisioned to include a mix of complementary commercial and industrial uses that can attract key industries to Oakland and create a signature gateway into the city. The Agency's Preferred Development Scenario is the end result of a comprehensive planning process and it synthesizes the results of several Army Base planning efforts, including:

1. The *Final Reuse Plan for Oakland Army Base* (adopted 2002, amended 2007), which calls for a strategic mix of commercial, light-industrial, office, retail and Port-related uses, called the "Flex-Alternative," to be refined at the time of development based upon market conditions at the time.
2. The series of public workshops held by the West Oakland Community Advisory Group ("WOCAG") during 2007.
3. The consultant report *Pre-Development Planning for the Oakland Army Base Gateway Development Area* (October 2007), which analyzed four possible development scenarios, using market research, land use planning, and community input to select the mix of land uses.
4. The Oakland Partnership, which is a joint planning effort sponsored by the Oakland Metropolitan Chamber of Commerce and the Office of Mayor Ronald V. Dellums.
5. The information gathered by the RFQ process, which was analyzed and discussed by a 12-person Review Panel appointed by Mayor Dellums, and presented to the Agency Board on July 15, 2008.

### **D. RFP Process**

This RFP invites the four selected developer teams to submit their proposals for a master development based upon the Agency's Preferred Development Scenario and other criteria which are described in sections below.

Development of the Site will require a capable, experienced developer team familiar with the unique and complex environmental, regulatory, real estate, engineering and development-related challenges of former military bases. The Agency seeks a developer who can demonstrate the expertise, financial capacity, market understanding, and commitments to implement a high quality development that will benefit Oakland and meet the goals articulated by the Agency Board.

The proposals will be analyzed based upon the criteria described in this RFP. Developer teams will be requested to make a presentation before a review panel set up by the Agency.

The recommendations of staff will be forwarded to the Agency Board. Based upon the Agency's direction, the Agency may enter into an Exclusive Negotiating Agreement ("ENA") with the selected developer for the purpose of negotiating a development agreement for the Site, subject to approval by the Agency Board.

#### **E. Resources**

The Redevelopment Agency has compiled extensive site information for prospective developers. For a **List of Resources** see **Appendix I**, which lists the titles of the conveyance documents, environmental protocols, site analyses, and other studies that have been completed for the former Army Base and the GDA. These documents are accessible electronically at the Oakland Army Base Gateway Development Area website at:

<http://www.oaklandnet.com/government/obra/hp.html> for developer teams seeking to perform due diligence on the Site. Links to these documents also are available through the Oakland Army Base Redevelopment webpage, which can be accessed at:  
<http://www.business2oakland.com/main/oaklandarmybase.htm>.

#### **F. Submittal Schedule**

Submittals are due **February 2, 2009**. Instructions regarding format and number of submittals are provided in Section VI below.

The Agency will hold a pre-submittal conference on **Thursday, October 23, 2008** in Hearing Room 4, Oakland City Hall, Frank Ogawa Plaza, 14<sup>th</sup> & Clay Street, in downtown Oakland. A second pre-submittal conference may be scheduled later.

#### **Anticipated Timeline**

Pre-Submittal Meeting	October 23, 2008
Master Developer Proposals Due	February 2, 2009
Evaluation	March/April 2009
Developer Interviews	April/May 2009
Recommendation of Qualified Developers to City Council	June 2009
Start of ENA Negotiations with Selected Team	August 2009

For questions about this RFP, please contact Alex Greenwood, Community and Economic Development Agency, at (510) 238-6124 or [agreenwood@oaklandnet.com](mailto:agreenwood@oaklandnet.com), or visit the Redevelopment Agency website at <http://www.business2oakland.com/main/oaklandarmybase.htm>.

## **II. Project Description and Objectives**

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### **A. Project Description**

The Agency is seeking a development team to acquire, plan, design, construct, and bring to market a new mixed-use development on the Site that maximizes the Site's unique location and economic development importance for the City of Oakland. The Project will contain a mix of light industrial, flex-office, office, commercial and open space activities.

### **B. Project Objectives**

The Agency and the City of Oakland seek to develop the Site in a manner that will advance their policy goals. All proposals should describe in detail how they would advance the following City/Agency goals.

#### **1. Gateway Development**

The Site has one of the most visible locations in the entire East Bay, and includes a dramatic waterfront section at the western entrance to Oakland. For this reason, the Agency is seeking a developer that can realize the Agency's vision of a stunning new gateway to the East Bay that capitalizes on the Site's uniqueness and symbolizes the vitality, innovation and culture of Oakland. This will require an integrated village of robust economic uses, good urban design, and distinctive architecture. The development should help to enhance the city's image and create business opportunities throughout Oakland.

#### **2. Job Creation**

The Agency is committed to the GDA development as an engine for job creation. The Site should be developed with strategic industries that are expected to grow over time and provide a range of sustainable, well-paying jobs that fit with the varying workforce skills of Oakland residents and that meet or surpass the standards of the City of Oakland's Living Wage Ordinance (available at: <http://cces.oaklandnet.com/cceshome/>).

#### **3. Equity Partnership with Local Entities**

The Agency desires to see strong equity participation by local entities in the Project. The goal is to ensure that locally-based businesses have an opportunity to invest in the Project and participate in its risks and benefits. The Project should demonstrate the percentage and nature of participation by local equity partners.

#### **4. Economic Development & Sector Support**

The Project should support key industry sectors as central components of its economic development strategy. The report commissioned by the Oakland Metropolitan Chamber of

Commerce, “*Taking Stock of Oakland’s Economy*,” on behalf of the Oakland Partnership, identified Oakland’s competitive advantage in port-related, goods-movement industries and in targeted emerging sectors that benefit from the synergy of industry clusters: film and media creation, innovative green technologies, bio-tech, and food-related businesses. These industries have the potential to thrive on the Site because of its unique location and developable space, and would contribute to regional and local economic health, and generate a wide-range of jobs.

## 5. Community Benefits

The GDA should be developed in a way that provides real, long-term benefits to the West Oakland community and to residents throughout Oakland. For example, the overall development of the GDA offers the opportunity to:

- a. Create a wide range of sustainable job opportunities for Oakland residents;
- b. Create local business opportunities; the Developer will be expected to make small business participation a priority both at the construction stage and in the permanent development. Contractors and new developments at the Site will be expected to demonstrate they are meeting the goals of the City’s Living Wage Ordinance and Local and Local/Small Business Enterprise (“L/SBE”) participation. (See **Appendix J**) This information is also available at: <http://cces.oaklandnet.com/cceshome/>.
- c. Hire local residents; the Developer will be expected to make local hire a priority both at the construction stage and in the permanent development:
  - *Construction Jobs*. To ensure that project construction provides the strongest possible training and employment opportunities for targeted residents, a Labor Peace Agreement (defined below) will be required for project construction, that shall include requirements for a percentage of project hours to be worked by targeted residents and by apprentices, similar to the City of Oakland Apprenticeship Policy and City of Oakland Local Hire policy. The Agency will require all general contractors on the Project to develop a plan for satisfying these requirements, and to obtain approval from the Agency of that plan prior to commencement of work. Targeted hiring requirements will be monitored and enforced through a process to be established by the Agency. A “Labor Peace Agreement” means any written agreement which (1) waives the right of the labor organization and its members to engage in picketing, work stoppages, boycotts, or other economic interference with the Agency’s proprietary interests in the premises for the duration of the Agency’s contract; and (2) provides that any services to be performed by employees of the employer’s tenants, subtenants, contractors, or subcontractors will also be done under agreements containing the same labor peace assurance. “Services” for these purposes means construction, janitorial, security, building and grounds maintenance, warehousing and distribution, mechanics and truck services, hotel (and any restaurant connected thereto), and grocery sales.

- *Permanent Jobs.* In order to advance the Agency’s goal of providing economic opportunities to neighborhoods near the Project, the Agency will require the successful proposer to ensure that project employers who meet certain size and revenue thresholds participate in a hiring program for permanent jobs (i.e, non-construction jobs) that places the highest priority on hiring Oakland residents.
- d. Develop waterfront open space, bicycle and pedestrian facilities, and other amenities for East Bay residents, and provide high-quality retail and other services;
- e. Generate revenue that could be used to fund community services, programs, or facilities, and/or
- f. Relocate businesses (such as recyclers or trucking companies) that may conflict with the residential areas of West Oakland.

## **6. Labor Relations**

The City has a long history of working in close collaboration with organized labor. The Agency supports projects that have a declared Labor Peace agreement, and at the time of executing a development agreement, the Agency anticipates working collaboratively with organized labor. (This objective is discussed at more length in Chapter IV.)

## **7. Sustainable, Green Development**

In addition to encouraging green businesses and innovative technologies, the Agency is also committed to “green” development principles – in construction, building materials, use of alternative energy sources, technology, and traffic management. This is achieved both by targeting green businesses and by incorporating green development practices into every type of development. Proposals should demonstrate how the Project will address these principals, including the following:

- a. All major facilities constructed on the Project site should achieve energy efficiency levels at least 20% better than Title 24 requirements, and receive certification under the U.S. Green Building Council’s LEED program at a minimum of the LEED Silver level. Preference will be given to proposals that demonstrate higher levels of green building achievement, including potential certification of the Project as a whole under the LEED for Neighborhood Development rating system and/or achievement of additional credits as prescribed under that rating system and other guiding documents such as the Alameda County Waste Management Authority’s Bay-Friendly Landscape Guidelines. A significant portion of the Project’s ongoing energy requirements should be met with on-site clean, renewable energy technologies (e.g., solar photovoltaics).

- b. Proposals should demonstrate how the Project will achieve exemplary levels of walkability, bikeability, and transit access. All roof and pavement surfaces should have a solar reflectivity index in order to minimize the urban heat island effect.
- c. Infrastructure should be installed to enable all facilities to use recycled greywater as an alternative to potable water for uses not requiring potable water (e.g., sewage conveyance). Systems should be designed to treat 100% of stormwater on site, and to make use of rainwater and/or recycled water on-site where possible. Potable water should not be used for site irrigation.
- d. In compliance with the City's Construction and Demolition ordinance, 100% of concrete and asphalt and a minimum of 65% of all other materials generated should be targeted for reuse or recycling. Sufficient space should be allocated for recycling infrastructure at each facility.

## **8. Development of Public Open Space at the Waterfront**

The Project will include a 16.5-acre waterfront portion in the West Gateway that is reserved for publicly-accessible open space and related uses. This open space will be contiguous with the approximately 15-acre Gateway Park which will be developed by the East Bay Regional Park District, and also may include access from new sections of Bay Trail and Bike Path.

## **9. Coordination & Support for Port Projects**

The Port provides an important economic engine for Oakland and the region; its long-term competitiveness should be supported by the development mix of the Project.

## **10. Government Revenue**

Development of Site must generate significant revenue from property tax increment, sales tax, and land sale proceeds.

## **11. Density**

The Site should be developed with a high density to achieve a critical mass of key land uses, generate more jobs, and maximize opportunities for high quality design. Floor-to-Area ratio ("FAR") of each proposed use should be considered in planning the site.

## **12. Project Quality & Delivery**

The Agency seeks a developer that has demonstrated expertise and experience with similar developments.

### **13. Urban Design Principles & Architecture**

The Project must be based on sound urban design and planning principles. The objective for the GDA is an attractive, quality development, with land uses carefully sited and integrated. Although the West Gateway may provide the greatest opportunity to establish a distinctive architectural presence in the Gateway Development Area, it will not become available for development until 2015. Since the Central and East Gateways will be the first areas developed, their appearance will largely define the whole Gateway Development Area. Therefore, a high standard of design is required throughout the development.

### **14. Community & Stakeholder Involvement**

The former Oakland Army Base property is an important public asset and has had ongoing stakeholder and community participation in its reuse planning. To ensure the public is informed and included, the Developer must demonstrate an ongoing communication and collaboration with all major stakeholders, including the Oakland Partnership, Chamber of Commerce, West Oakland groups and impacted residents from surrounding neighborhoods, such as the WOCAG and Oakland ACORN, the Alameda Labor Council AFL-CIO, other community organizations, environmental, health and environmental justice organizations, and others.

## **C. Expectations of Master Developer**

The Master Developer will plan and implement a coherent master plan of the Agency's Preferred Development Scenario.

### **1. Development**

The Agency is seeking a master developer to handle all aspects of the planning and development of the Site in a timely manner, according to a schedule to be determined jointly by the selected developer and the Agency. The developer's role is expected to include, but not be limited to, the following tasks:

- a. Developing and refining a vision and completing a master plan for the Site, working in partnership with the Agency under an Exclusive Negotiation Agreement, followed by a Disposition and Development Agreement.
- b. Entering into a long-term ground lease and/or Disposition and Development Agreement for the Site.
- c. Obtaining all necessary financing.
- d. Taking the lead role in all aspects of the development of the Site and coordination of necessary improvements with adjacent sites.

- e. Securing end users for the Site; negotiating and entering into leases or sales agreements with end users.
- f. Performing all necessary due diligence, site planning, engineering, market analysis, and other predevelopment activities.
- g. Resolving any outstanding title, easement, or other real estate issues necessary to complete the project.
- h. Securing entitlements and government approvals necessary for development of the Site.
- i. Preparing and securing a final subdivision map for the property, including the construction and/or installation of all on- and off-site infrastructure and utility improvements as required for the subdivision.
- j. Clearing, grading and preparing the site for development in general conformance with the Oakland Army Base Remedial Action Plan and other relevant documents.

## 2. Required Contributions

Developers of the GDA property will be required to make the following cash contributions on a pro rated basis calculated on acreage:

### a. Fair Share Contribution – per EIR.

The Environmental Impact Report for the Oakland Army Base Area Redevelopment Plan (“EIR”) identified a program of mitigation measures (Mitigation Monitoring and Reporting Program (“MMRP”)) required in connection with development. These measures include mitigations for traffic, air quality, and historic preservation, among others. The contribution required of each developer will be assigned on a *pro rata* basis.

### b. West Oakland Community Fund.

The Agency and Port agreed to contribute equal amounts, up to \$2 million each, to a one-time fund for projects to benefit the West Oakland Community. Developers of the Agency’s GDA property are required to contribute an amount equal to \$20,000 per acre of development.

### c. Jobs/Housing Impact Fee.

The City places a jobs/housing impact fee on new office development and warehouse/distribution space. The fee, which supports the Affordable Housing Trust Fund, is calculated by multiplying the number of gross square feet in the Project devoted to office or warehouse/distribution uses minus 25,000 square feet by \$4.56.



### **3. Development Phasing**

It is anticipated that development of the GDA would be structured in several phases, with the Central and East Gateway areas developed first. These earlier phases should set the stage for later development with the new construction, financial investment, and worker population leading to an architecturally distinctive, multi-story development on the adjacent West Gateway.

#### **D. Preferred Development Scenario**

The Preferred Development Scenario approved by the Agency Board on July 15, 2008 calls for a project that advances the Agency objectives detailed in Section B above, and includes a well-designed and strategically-planned mix of complementary commercial and industrial uses that can attract key industries to Oakland and create a signature gateway into the city. The new development should help provide the modern, state-of-the-art, space needed to shape Oakland into a 21<sup>st</sup> century employment center that offers Oaklanders the best range of jobs, in particular, well-paying jobs with a career path. The following are the land uses that comprise the Preferred Development Scenario.

##### **1. Mixed-Use Commercial and Industrial**

###### **a. Innovative Technologies.**

The Agency's studies indicate that the Site may be able to attract a variety of emerging industries that benefit from the synergy of clusters and all demand a similar type of space. These industries include biotechnology, life sciences, film production, multimedia, green tech, and other activities that involve creative and technology-oriented work taking place in large, open, flex-office or light-industrial spaces. Several of these industries are experiencing robust growth with great potential for the future – and they may be attracted to the GDA, due to its proximity to U.C. Berkeley and other major scientific, medical, and research institutions; its central location with available land and proximity to transportation; and its access to the East Bay's community of professionals and small businesses involved in these sectors.

###### **b. Green Technologies.**

“Green tech” is one emerging sector that could thrive on the Site. A research and development park for clean technologies could be combined with innovative “closed-loop” manufacturing that utilizes recycled materials from adjacent industries to create new products.

###### **c. Trade & Logistics.**

Since the Site is directly adjacent to the Port, it offers the opportunity to provide space for trans-load facilities, trucking, and other logistics and maritime-related industrial uses. This type of development would support the Port's operations and long-term expansion, generate high-quality jobs in a strategic employment sector, and address goods movement issues for the region.

## **2. Retail**

The Project could also include retail to complement the desired commercial and industrial uses. Inclusion of retail must take into consideration the Citywide retail strategy as well as synergies or conflicts resulting from the proximity of other nearby and regional retail centers.

## **3. Inclusion of Film Center and Produce Market**

The Agency Board indicated its preference to include two smaller stand-alone projects on the GDA, and directed that the Master Development make every effort to include them: the Oakland Film Center and the Oakland Produce Market. Both projects have identified the former base as having the ideal characteristics for their operations. Film and related creative industries and specialty foods both were named as emerging sectors in Oakland in the 2007, report commissioned by the Oakland Metropolitan Chamber of Commerce, "Taking Stock of Oakland's Economy."

### **a. Film Production.**

The Oakland Film & Media Center presented a proposal for a site of at least 10 acres to establish a permanent state-of-the-art film and media production facility. (Detailed programmatic site and building requirements for the Film Center are provided in **Appendix H.**) The Film Center is a current tenant on the GDA, and houses more than 20 film-related businesses in a creative media cluster. The Agency's market research has shown a demand by the film industry for permanent facilities on the type of large, centrally-located space that the Site offers. Such development could form the nucleus of a strong film/media industry cluster, stimulating substantial economic development for Oakland and surrounding communities.

### **b. Produce Market.**

The Oakland Terminal Produce Market presented a proposal for a site of at least 15 acres on which to build and operate a state-of-the-art produce distribution facility. (Detailed programmatic site and building requirements for the Produce Market are provided in **Appendix H.**) The Produce Market, located near Jack London Square, houses multiple food wholesalers selling and distributing primarily fresh produce items to area grocery stores, restaurants, hospitals, and schools. Due to outmoded layout, lack of easy access, and circulation constraints at its historic 100,000 square foot site, the Produce Market has sought a new home to expand and be competitive in new models of fresh food distribution. Additional produce distributors from other parts of the Bay Area also have expressed interest in relocating to a new facility at the Site. Oakland has long been a center for the manufacturing and distribution of food products. An upgraded produce market could help facilitate the growth of the specialty food sector.

## **4. Open Space Development**

Approximately 16.5 acres of waterfront in the West Gateway is in the public “Tidelands” trust, which is administered by the California State Lands Commission (“SLC”) and is required to be developed as publicly-accessible and useable open space. Master development of the adjacent Central Gateway will have to provide access to this feature. It is expected that this waterfront amenity will enhance the development of the West Gateway. It will be contiguous with the planned park to be developed by the East Bay Regional Parks District (“EBRPD”).

### **III. The Site: Description, Assumptions and Requirements**

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#### **A. Site Description**

##### **1. Location and Adjacencies**

Located at the foot of the Bay Bridge, the Site is central to the entire Bay Area. It includes a waterfront location, and it offers direct freeway visibility and access from I-80, I-580, and I-880. With its large, open areas of land, the Site can attract large-scale developments (e.g., industrial, flex office, and/or retail centers). Thus, the Site provides a unique development opportunity to yield significant high-quality jobs, support and enhance Port activities, provide a place for new industries, create new access to open space along the waterfront, and generate other community benefits for Oakland and the region. At the same time, the Site is surrounded by challenging uses and structures: freeways, rail, the Port, and a wastewater treatment plant. Accordingly, the mix of uses within the Site must be planned with care, in order to minimize potential land use conflicts.

##### **2. Site Description**

The Site consists of approximately 108 gross acres of land located within the former Oakland Army Base, and is bound roughly by West Grand Avenue and Burma Road (to the north) and the Port of Oakland's Outer Harbor Terminal area (to the south and west) and Outer Harbor Intermodal Terminal (to the east). The Site consists of three adjacent areas:

- a. The “**Central Gateway**” area has approximately 60 gross acres. This parcel is available for immediate development. With direct adjacency to the Port of Oakland's Outer Harbor Terminal, frontage along Maritime Street, and direct freeway access via West Grand Avenue, this parcel has many options for development.
- b. The “**East Gateway**” area consists of approximately 33 acres on the east side of Maritime Street and south of West Grand Avenue. On its east and southern boundaries the Port plans to locate its Outer Harbor Intermodal Terminal (“OHIT”) project. Sections of the East GDA are reserved for two maritime-related developments that will provide truck parking and truck services. However, approximately 14 gross acres of the East Gateway remain open for development and are being offered as part of this development opportunity.
- c. The “**West Gateway**” parcel has a total area of approximately 34 acres. Approximately 17.5 gross acres are available for mixed-use development and approximately 16.5 acres along the waterfront are required under the terms of a public “tidelands” trust exchange by the California State Land Commission (“SLC”) to be developed as open space with public access amenities. This public

waterfront feature will link to the adjacent 15 acres of waterfront land which will be developed by the East Bay Regional Parks District (“EBRPD”). It also has the opportunity to link with the planned Bay Trail and Bike Path. The West Gateway is located at the end of a peninsula, with stunning views of the Bay and exceptional freeway visibility. The parcel is currently utilized by Caltrans under a construction easement as a staging area for the Bay Bridge construction project, and is expected to be available for development by 2015.

The Site parcels can be seen on the **Site Map, Appendix B**. *Note: Site boundaries are subject to change based on negotiations with the Port of Oakland, Caltrans, and other entities.*

### **3. Other Planned Development at the GDA**

Planning is underway for other developments at the GDA outside of the Site boundaries. The Developer will need to consider the impacts of potentially conflicting adjacent uses, traffic circulation and parking, and potential synergies in planning the Project. These include, but may not be limited to the following:

#### **a. Ancillary Maritime Support Services.**

A number of Port related trucking services will be located on 15 acres in the East Gateway along Maritime Street. The project will provide truck parking, container storage, fueling and weighing stations, office space, food, and business services in one central location.

#### **b. JATC Job Training Facility.**

The Bay Area Joint Apprenticeship Training Committee (“JATC”) is a nonprofit organization that provides job training in construction and other trades. As part of the overall conveyance of the Army Base, JATC received the right to three acres within the GDA for the purpose of building a job training facility. It is anticipated that this facility would be located within the RFP Site, although a parcel is not currently identified.

### **4. Adjacent Land Uses**

The following projects outside of the GDA are in various stages of planning by other agencies; several may have long lead times before they are developed. It is the Master Developer’s responsibility to perform due diligence on the status and development issues related to these projects.

#### **a. Port of Oakland Expansion Plans.**

The Port of Oakland plans to develop its inland portion of the former Army Base as an intermodal terminal, which will provide connections to the rail lines which run along the eastern and northern boundaries of the former base. This rail development will abut the GDA on its south, east and northeast borders. In

addition, the Port is going through a process to select a developer for Berths 20-24, in order to modernize and expand the Outer Harbor area

**b. Caltrans Construction Activity.**

Major construction is underway to rebuild the East Span of the San Francisco-Oakland Bay Bridge. Currently, Caltrans is using the West Gateway parcel as a staging area. As a result, the West Gateway will not be available for development until 2015, and must be considered a second phase of the overall development. In addition, Caltrans will continue to operate a maintenance facility on Burma Road, immediately adjacent to the Central and West Gateway parcels.

**c. East Bay Regional Parks District.**

The Army will transfer approximately fifteen acres of land known as the “Spit”, contiguous with and to the west of the West Gateway, on behalf of the East Bay Regional Parks District. This future “Gateway Regional Park” will be accessible from the West Gateway and contiguous with the open space area to be developed on the West Gateway as part of the Master Development.

**d. East Bay Municipal Utility District.**

The East Bay Municipal Utility District’s (“EBMUD’s”) wastewater treatment plant lies just to the north of the North Gateway area. EBMUD is expanding its facility onto the former Army Reserve area on its west border.

**B. Planning Assumptions**

**1. General Plan Land Use Designations and Zoning**

The site is currently designated as General Industrial/Transportation and Business Mix and the site is zoned as M-40, Heavy Industrial. It is expected that the General Plan and zoning will be amended to accommodate the preferred site plan for the Gateway Development and thus there is no constraint to development.

**2. Redevelopment Area Designation**

The former Oakland Army Base (plus surrounding Port area and Wood Street area in West Oakland) was designated a Redevelopment Area in 2000. The designation provides a potential financing resource to assist the Agency in facilitating development of the Base. The Oakland Army Base Redevelopment Area is an 1,800-acre Project Area that includes the former Army Base property and two adjacent areas: (1) the Port of Oakland maritime area west and south of the Base, including the existing marine terminal facilities and related infrastructure along the Outer Harbor and Inner Harbor channels; and (2) a 29-acre area between 10th Street, West Grand, the realigned I-880 freeway and Wood Street, including the former historic 16th Street Station. The Project Area is generally bounded by Wood Street, and the Oakland Inner, Middle and Outer Harbors of the Port of Oakland. The entire Project Area lies within Council District Three.

## **C. California Environmental Quality Act**

### **1. Environmental Impact Report**

In July 2002, the Oakland Planning Commission certified the Final Environmental Impact Report (EIR) for the Oakland Army Base Area Redevelopment Plan, which analyzed the environmental impacts associated with development of the Redevelopment Area. A Supplemental EIR was certified in December 2007 that updates and refines the previous analysis of environmental impacts to include several new development concepts being considered, such as a freeway auto mall and/or large format retail.

### **2. MMRP requirements**

#### **a. Fair Share.**

The EIR Mitigation Monitoring and Reporting Plan identifies mitigations for traffic, air quality, and historic preservation, among others. The contribution required of each developer will be assigned on a *pro rata* basis.

#### **b. Historic Preservation.**

The East Gateway includes portions of five 233,000 square foot warehouses (the “800 series”) built in 1941 and 1942 that fall within a historic district. The Army Base Environmental Impact Report (EIR) included a comprehensive analysis of the historic preservation issues associated with these buildings. Under the mitigations required by the EIR, the City/Agency cannot remove any of the buildings until it has an approved project for the East Gateway and completes a study to determine the feasibility of preserving and reusing the buildings. Although staff has completed a consultant study and determined that it is physically possible to reuse the buildings, more analysis is required to determine if it is economically feasible to preserve these buildings. In addition, staff is working with the Port to coordinate anticipated deconstruction efforts to the extent possible with the goals of maximizing the reuse of materials from the 800 series warehouse structures and engaging local contractors and job training programs in the work.

## **D. Regulatory Jurisdictions**

It is anticipated that the Project will involve a complex process of regulatory approvals from a number of agencies, due in part to the Site’s status as former military site, the terms of the Oakland Army Base conveyance from the Army, its proximity to the Bay, its environmental remediation status, and its history of past ownership. Submitters are encouraged to do their due diligence in researching these issues.

## **E. Environmental Remediation**

Prior to the transfer of the former Oakland Army Base from the Army to OBRA and the Port, the Army performed environmental investigation of the property. In addition, the City and Port performed supplemental environmental evaluations of the property. Based on the data from these investigations, impacted soil and groundwater were identified at the site. The City/Agency and the Port have completed remediation of several contaminated areas within the site (primarily the Remedial Action Plan (“RAP”) sites. The remaining areas of known or potential contamination (primarily the Risk Management Plan (“RMP”) sites) were planned to be addressed during development because remediation would be more cost-effective at that stage.

The California Department of Toxic Substances Control (“DTSC”) is the lead oversight agency for remediation related to the former Oakland Army Base in accordance with the Consent Agreement between the City/Agency and the DTSC.. The DTSC approved a RAP and RMP to establish the clean-up goals and procedures that apply to the GDA as well as the entire former Oakland Army Base. The remediation program in the RAP and RMP must be implemented at the Oakland Army Base to satisfy applicable state requirements. The City/Agency may require the master developer to assume some of the remediation and reporting requirements required by the RAP, RMP, and a related agreement, the Covenant to Restrict Use of Property (“CRUP”). The City/Agency will be able to reimburse the developer for qualifying remediation costs. The governing environmental documents are available at the Oakland Army Base Gateway Development Area website at <http://www.oaklandnet.com/government/obra/hp.html>.

## **F. Real Estate**

Development of the former Oakland Army Base property will involve a complex network of real estate issues, also based upon the property’s prior ownership, transfer, and environmental remediation status. Developers will need to be aware of these issues, which include:

1. Deed restrictions (under the CRUP); and
2. Title exceptions.

Developer will be responsible for removing exceptions to title when necessary or possible. Relevant documents are posted at the Oakland Army Base Gateway Development Area website at <http://www.oaklandnet.com/government/obra/hp.html>.



## **IV. Submittal Requirements**

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### **A. Proposal Format**

RFP submittals must include the information requested below. The submittals should be in standard 3-ring binders and organized into sections separated by tabs with the same titles as those provided below. Overall proposal size should adhere to a standard 8½" x 11" ("letter") format. Graphics attachments may be in 11"x14" or 11"x17". Please provide twelve (12) complete sets of your proposal. Please be aware that submittals are likely to be reproduced in black and white. Only hard copy submittals will be reviewed. However, please also provide all submittal elements in electronic *pdf* format on one compact disc which is submitted with the hard copies. Do not include material other than the contents of the proposal on the disc.

### **B. Executive Summary**

Please include a brief Executive Summary that highlights the main features of your proposal. The Executive Summary must be in 8½" x 11" format. This document may be reproduced and attached to any staff report to the City Council regarding the RFP submittals. This document will be made available to the public at least 30 days prior to public consideration of the RFP responses by the Agency. The Summary should not contain any confidential or proprietary information. The Summary shall include:

- a short summary of the project components to be constructed under the proposal, with a map of proposed uses of all portions of the project site;
- a proposed timeline for construction and initial operation of all project components, including any project phasing;
- a description of any public financing, subsidies, or other governmental financial assistance required under the proposal;
- a description of any publicly-constructed infrastructure required by the proposal;
- a general description of any environmental remediation required by the proposal, including a cost estimate.

### **C. Deposit**

Proposals must include a deposit in the amount of \$50,000. This deposit is refundable, or will be applied to costs associated with an Exclusive Negotiating Agreement. Please make a check payable to the City of Oakland.

### **D. Transmittal Letter**

Include a Transmittal Letter on your letterhead at the front of the proposal. Please address the letter to:

Alex Greenwood  
Oakland Redevelopment Agency  
Community and Economic Development Agency  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612

The Transmittal Letter must identify the individual who is the point of contact for the submittal, and provide full contact information: name, mailing address, telephone and fax numbers, and email address.

**E. Development Team and Qualifications**

**1. Development Partners and Local Equity Participation**

Identify the lead development entity that has the legal authority to contract directly with the Agency. Identify all joint venture/limited partners and their percentage interest. Indicate whether the development team includes an Oakland-based partner or partners and, if so, what percent of project financing they are anticipated to contribute. Describe the role and terms of their partnership. Describe steps that will be taken to ensure local equity participation in the project.

**2. Team Members**

Identify all team members and include resumes of key individuals. Include as many team members as possible, specifying: developer, land use planner, financial consultant, architect, environmental and geotechnical engineers. If any anticipated team members have not been selected at the time of submittal, indicate the roles to be filled. The list of team members must include all organizations/persons performing work under sub-contracts. Joint ventures are acceptable, as long as one organization is designated as the lead development entity. A clear division of responsibilities and personnel should be outlined in the submittal with a clear delineation of authority as to each member of the team. Identify any team members that qualify as Small Local Business Enterprises (“SLBE”) and/or Local Business Enterprises (“LBE”). LBEs should submit a copy of current business license and date established in Oakland.

**3. Previous Development Experience**

Provide descriptions of three (3) comparable projects, including dates, location, concept, size, costs, and the unique challenges of the projects. Provide evidence of project experience, particularly with developments of former military sites or equally complex sites. Include a discussion of the following:

- a. Precise role of each partner in implementing the development and managing the comparable projects;

- b. Quality of design and landscaping (provide photographs of projects);
- c. Demonstrated success in securing industrial, office, and/or retail tenants, including the types and quality of tenants secured;
- d. Current contact information for each development;
- e. Ability to successfully conduct market analysis as part of the master planning of a large-scale development;
- f. Demonstrated success in master planning and constructing the infrastructure for a development consisting of comparable size and complexity;
- g. Success in negotiating and developing projects in conjunction with the public sector;
- h. Familiarity with City of Oakland planning procedures, zoning regulations, and a range of implementation procedures; and
- i. Experience developing former military bases or other equally complex sites.

#### **4. Financing Capacity**

- a. Provide evidence of access to equity capital and financing resources to carry out the proposed project, supported by the following:
  - Sources of equity that are currently available to developer for this project;
  - Past history of raising capital;
  - Composition of real estate portfolio by type and occupancy percentage;
  - Certified letter from CPA or underwriter indicating financial capacity; and/or
  - CPA-audited profit and loss *and* balance sheet statements, as well as tax returns for the past three (3) years.
- b. Provide responses to the following questions:
  - Is the development entity or any principal owners (20%+ ownership) in the proposed project involved in any litigation or disputes that could result in a financial settlement having a materially adverse effect on the respondent's ability to execute this project? If yes, please explain.
  - Does the development entity or any principal owners (20%+ ownership) in the proposed project have any off-balance sheet liabilities, such as corporate or personal loan-guarantees, that could have a material adverse financial effect on the respondent's ability to execute this project? If yes, please provide details of these items.

- Has the development entity or any named individual in the proposed project ever filed for bankruptcy or had projects that have been foreclosed? If yes, please list the dates and circumstances.

## **5. References**

Provide four (4) business-related references, giving name, company, address, and telephone number and business relationship to firm(s).

## **F. Financial Information**

Use the following Appendix templates in the electronic format provided to present the requested information.

### **1. Appendix C – Overview**

Summary of the project development will automatically fill as the Development Budget and 10-Year Cash Flow are completed

### **2. Appendix D – Development Budget**

- a. Detailed budget for the project development. While we realize that your project is at the conceptual stage, you must still make certain assumptions to determine the financial feasibility of the project. The purpose of this budget is to provide the Agency with a consistent budget picture and demonstrate your approach to the project through your expected sources and uses of funds. .
- b. In a separate narrative, provide a discussion of the following:
  - Budget assumptions;
  - Variables and contingencies;
  - Description of any public financing, subsidies, or other governmental financial assistance including any publicly-constructed infrastructure required by the proposal;
  - Description of any environmental remediation anticipated, including cost estimate;
  - Any other concerns you would like to address.

### **3. Appendix E - Operating Budget**

### **4. Appendix F - 10-Year Cash Flow Proforma**

## **G. Proposed Development**

The Agency is interested in receiving as much detail as possible about your proposed development, its implementation, and operation. Please provide the following information on

your development concept and how it addresses each specific element of the Agency's Preferred Development Scenario.

## **1. Development Concept**

Provide a narrative that discusses your overall strategy for the Site and the factors that led you to select this strategy. Your narrative should include a discussion on:

### **a. Strategic Vision.**

Describe the overall approach to planning development of the Site. Describe what factors (e.g., economic, market, site characteristics, adjacent uses) affected your strategic plan for developing the Site. Explain your rationale for the physical program of development and the tenant mix.

### **b. Land Uses.**

What land uses you propose to develop; how they will interact and create synergies; the area and location for each use; the rationale behind your decisions and justification for why these are the recommended uses for these locations; how conflicting uses will be accommodated; and how proposed uses will fit with adjacent uses, including other GDA developments and adjacent activities.

### **c. Building Types.**

What strategic concerns led to selecting the types and densities of building? Will building be phased? Why? How will they contribute to the overall development?

### **d. Tenants/End Users.**

Indicate the types of uses, their percentage of the overall project and prospective tenants. Provide evidence of interest and/or commitment by tenants described in Development Concept. Discuss any barriers to securing tenant commitments and your plan to overcome them.

### **e. Accommodation of Stand-Alone Projects.**

Describe how you would incorporate the Oakland Film & Media Center and the Oakland Produce Market in the project with allocations of a minimum of 10 acres each and how you are prepared to accommodate them. Include information on site, building program, project management, financing and/or equity participation, tenants, development timing, and coordination with other uses on the Site. The programmatic site and building requirements for these entities are presented in **Appendix H**.

## **2. Market Analysis**

Describe what conditions, trends, and other economic indicators were considered in developing your development strategy.

### **3. Architectural Drawings**

Provide conceptual elevations/architectural drawings that show the types and arrangements of buildings visualized for your development. Include the following:

**a. Site Plan.**

Provide a detailed schematic level site plan. Show acreages, location of structures, land uses, access, proposed roads, parking, public areas, utilities, etc. Site plan must be restricted to the boundaries of the RFP offering.

**b. Circulation Plan;**

**c. Elevations;**

**d. Perspective Views.**

### **4. Building Program**

Give details of the buildings, including: number, square feet, height, construction type, tenant activity, architectural concept, and exterior materials. Discuss phasing, construction considerations and staging plan, infrastructure development, and plan for coherent design, planned density and related concerns.

### **5. Infrastructure and Other Improvements**

Discuss the amount, type, capacity, cost and phasing detail of site improvements required, such as roads, utilities, geotechnical work, environmental remediation, and regulatory compliance. Explain phasing and any engineering or other issues.

### **6. Land Use Entitlements and Government Approvals**

Provide a narrative explaining the regulatory framework and approvals required for your project. Identify the relevant agencies, and describe your approach to obtaining regulatory approvals from those agencies and your anticipated timing.

### **7. Sustainability Measures**

Detail how your development will comply with the requirements in Chapter II.B.7 to implement sustainability principles, both in construction and operation, incorporate innovative green design and resource efficiency, and encourage emerging green industries. Information may include:

- a.** Description of “green” development principles to be applied in project, including in: design, construction, building materials, use of alternative energy sources, resource efficiency, communications technology and transportation;

- b. Description of storm water issues the project may encounter and how they will be addressed.
- c. Description of air quality issues the project may generate and how they will be addressed.
- d. Description of water conservation measures to be employed in construction and operations.
- e. Details of energy generation and/or savings associated with project;
- f. Details of carbon-neutral program associated with project;
- g. Details of waste stream diversion plans for operational (permanent) phase of project;
- h. Description of green businesses and industries to be included in project and how they will interact with whole development.

## H. Labor and Jobs

### 1. Job Retention, Creation and Training

- a. **Appendix G – Jobs Estimate.** Use the template in electronic format to provide estimates of the number and wages of jobs this project will generate by employment sector and by square foot (from Appendix C). Provide separate information for construction (temporary) and permanent jobs. For permanent jobs, indicate number of jobs which will be retained and number of new jobs which will be created.
- b. **Local Hire and Retention.** In a narrative, describe the efforts you will make to implement the Agency's priorities of job training, hiring and retention for local residents. Describe how you will ensure that project construction and operation provide the strongest possible training and employment opportunities for targeted residents and comply with the City's Apprenticeship Policy, the City of Oakland Local Hire policy, and with a program that places the highest priority on hiring Oakland residents for permanent jobs.

Also, describe the efforts you will make to implement the Agency's priorities of job training, hiring and retention for local residents and residents with barriers to gainful employment, including programs for out-of-school youth and for formerly incarcerated residents. Please include a description of your plans for:

- Detailed and accountable plan for hiring and retention for the design and construction phases;

- Detailed and accountable plan for local hiring, training (including programs for out-of-school youth and for formerly incarcerated residents) and retention for permanent jobs;
- Performance standards and reporting program for construction and permanent hiring (include mechanisms to impose such requirements on tenants);
- Funding and coordination with education, Workforce training programs, and organized labor for construction and operational phases that will be derived from project.

c. **Funding for Workforce Training Programs.** In a narrative describe how you will ensure that workforce training programs are robust enough to provide trained workers for the project and advance the Agency’s goal of sustainable economic development of surrounding neighborhoods. The successful proposer should be prepared to partner with and provide financial support to local training programs for both construction and relevant permanent jobs in an amount to be determined.

## 2. Labor & Employment

Describe measures your project will take according to the following guidelines to ensure “labor peace” during the construction and operations of the development. Identify the labor unions which will be involved in your efforts.

a. **Multi-Union Labor Peace.** The City of Oakland traditionally supports projects that work in close collaboration with the unions and use various techniques such as labor peace agreements. The proposer will be required to commit to the Agency that for each employer that meets certain size and revenue thresholds of employees rendering services on the premises to sign a Labor Peace Agreement with any labor organization that has informed the Agency that it represents or seeks to represent such employees.

## 3. Performance Standards and Reporting

To assist the Agency in assuring that project development is proceeding in a timely manner towards the Agency’s goals, the Master Developer will be required to submit regular progress reports on satisfaction of various project requirements, including construction progress, financial goals, local hire, employment retention, and small/local business utilization.

### I. Community Outreach

Describe your program to conduct community outreach during the course of project development. Identify stakeholder groups, community organizations and other public forums, and mechanisms for transmitting information and for gathering community input. Identify key



decision points for public input and/or outreach. Identify programs for community involvement. Provide estimated budget for this effort and indicate duration.

**J. Phasing and Timeline**

Provide a detailed, integrated timeline for all project components, such as: financing, design work, environmental clearances, community involvement, site preparation. Include discussion and rationale for any project phasing and triggers for each stage.

**K. Deadline for Submittals**

Submittals are due in the Redevelopment Agency office by **4:00 p.m. on Monday, February 2, 2009**. Direct submittals to the attention of:

Oakland Redevelopment Agency  
Community and Economic Development Agency  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
Attn: Alex Greenwood, Oakland Army Base Project Manager

Submittals must be received by due date and time. Postmarks will not be accepted. The Agency reserves the right in its sole discretion to reject any or all submittals.

For questions about this RFP, please contact Alex Greenwood, Community and Economic Development Agency, at (510) 238-6124 or [agreenwood@oaklandnet.com](mailto:agreenwood@oaklandnet.com), or visit the Redevelopment Agency website at <http://www.business2oakland.com/main/oaklandarmybase.htm>.

## **V. Evaluation and Selection Process**

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### **A. Master Developer Selection Criteria**

In order to prepare a competitive submittal, developers will have to meet or exceed the minimum development requirements specified for the Site and the requirements of the City/Agency. The criteria for selection of master developer candidates are expected to include the following:

1. Financial capacity to develop the Site;
2. Successful track record of developing complex, large-scale developments, including former military sites;
3. Proven ability of developer to possess or attract equity and debt capital for a project of this type as evidenced by: (a) financings of comparable projects, (b) financial status, and (c) on-going relationships with financial sources;
4. Proven ability to work with public agencies, preferably redevelopment, to achieve development desired by the public sector;
5. Prior relationships with quality retail, office, and/or industrial tenants;
6. Proven track record of completing projects of comparable type, scope, and quality envisioned;
7. Proven ability to implement projects quickly, effectively, and on budget;
8. Experience with development within an urban context;
9. Ability to partner with local organizations and/or address community concerns;
10. Commitment to City's job creation and labor peace interests, and demonstrated program to implement them on this project; and
11. Assurance of equity participation by local development partners.

### **B. Selection Process**

Developer submittals are due on February 2, 2009. The submittals will be analyzed based upon the criteria described in this RFP. Developer teams may be requested to make a presentation before a selection panel set up by the Agency.

The recommendations of staff will then be forwarded to the Agency Board by June 2009. If the Agency selects a master developer team at that time, negotiations could begin immediately on an

Exclusive Negotiating Agreement (“ENA”) with the selected developer for the purpose of negotiating a development agreement for the site.

**C. Timeline**

The RFP process is anticipated to follow the timeline summarized below:

Pre-Submittal Meeting	October 23, 2008
Master Developer Proposals Due	February 2, 2009
Evaluation	March/April 2009
Developer Interviews	April/May 2009
Recommendation of Qualified Developers to City Council	June 2009
Start of ENA Negotiations with Selected Team	August 2009

**D. Limitations**

1. All responses to the RFP become the property of the Agency.
2. This RFP does not commit the Agency to award a contract or to pay any costs incurred in the preparation of the proposal.
3. The Agency reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of this RFP process.
4. The Agency reserves the right to cancel in part, or in its entirety, this RFP and to waive any irregularities in the RFP process.
5. The Agency may require Development Team to participate in negotiations and to submit technical information, or other revisions to Proposals as may result from negotiations.
6. California Public Records Act and the City of Oakland Sunshine Ordinance - Once a final award is made, all RFP responses except certain financial and proprietary information become a matter of public record and shall be regarded by the Agency as public records. The Agency shall not in anyway be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the California Public Records Act or the City of Oakland Sunshine Ordinance. Respondents should be aware that under the California Public Records Act and the City of Oakland Sunshine Ordinance, all documents submitted in response to this RFP, including financial information, are considered public records and may be subject to public disclosure.
7. The operator selected for this project shall obtain or provide proof of having a current City of Oakland Business License.
8. Council Policies and Procedures – Developers must comply with all City Council policies and established procedures.

9. Under the requirements of OMB Circular A-133 Supplement, Part 3, Section 1, the City is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$100,000 have not been suspended or debarred from participating in federally funded procurement activities.

The Agency reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to obtain further information from any and all operator teams and to waive any defects as to form or content of the RFP or any responses.

#### **E. Required City Schedules**

The development team selected to continue in the process will be required to adhere to the City policies found in the City's contracting policies and schedules, which would be triggered by any subsidy or contribution by the Agency to the project. The City Council Contracting Policies and Procedures are provided in **Appendix J**. The City schedules for professional services contracts are listed here and are provided in **Appendix K**. The schedules also are available at the City of Oakland website at: <http://cces.oaklandnet.com/cceshome/>.

**Schedule C-1:** Americans with Disabilities Act: *To be completed by Lead Developer only*

**Schedule D:** Ownership, Ethnicity and Gender Questionnaire: *To be completed by Lead Developer only*

**Schedule E:** Project Consultant Team form: *To be completed by Lead Developer only*

**Schedule M:** Independent Contractors Questionnaire Part A: *To be completed by Lead Developer only*

**Schedule N:** Declaration of Compliance – Living Wage: *To be completed by Lead Developer and all team members and subcontractors whose (anticipated) fee is in excess of \$25,000*

**Schedule N-1:** Equal Benefits Ordinance: *To be completed by Lead Developer only*

**Schedule O:** Campaign Contributions: *To be completed by Lead Developer only*

**Schedule P:** Nuclear Free Zone Disclosure form: *To be completed by Lead Developer only*

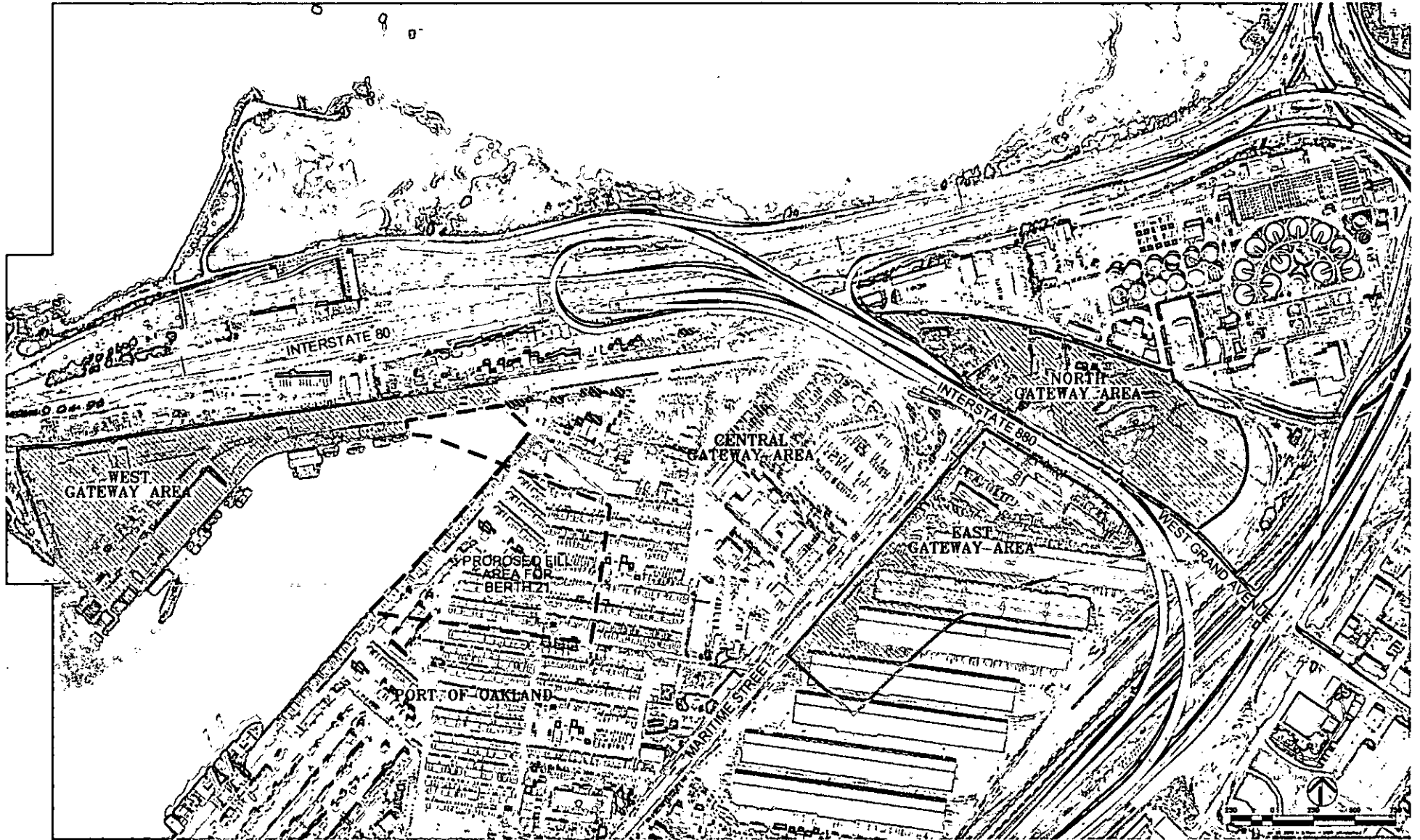
**Schedule Q:** Insurance Requirement: Informational only: *Describes Lead Developer insurance documentation requirements to be provided*

## VI. Appendix

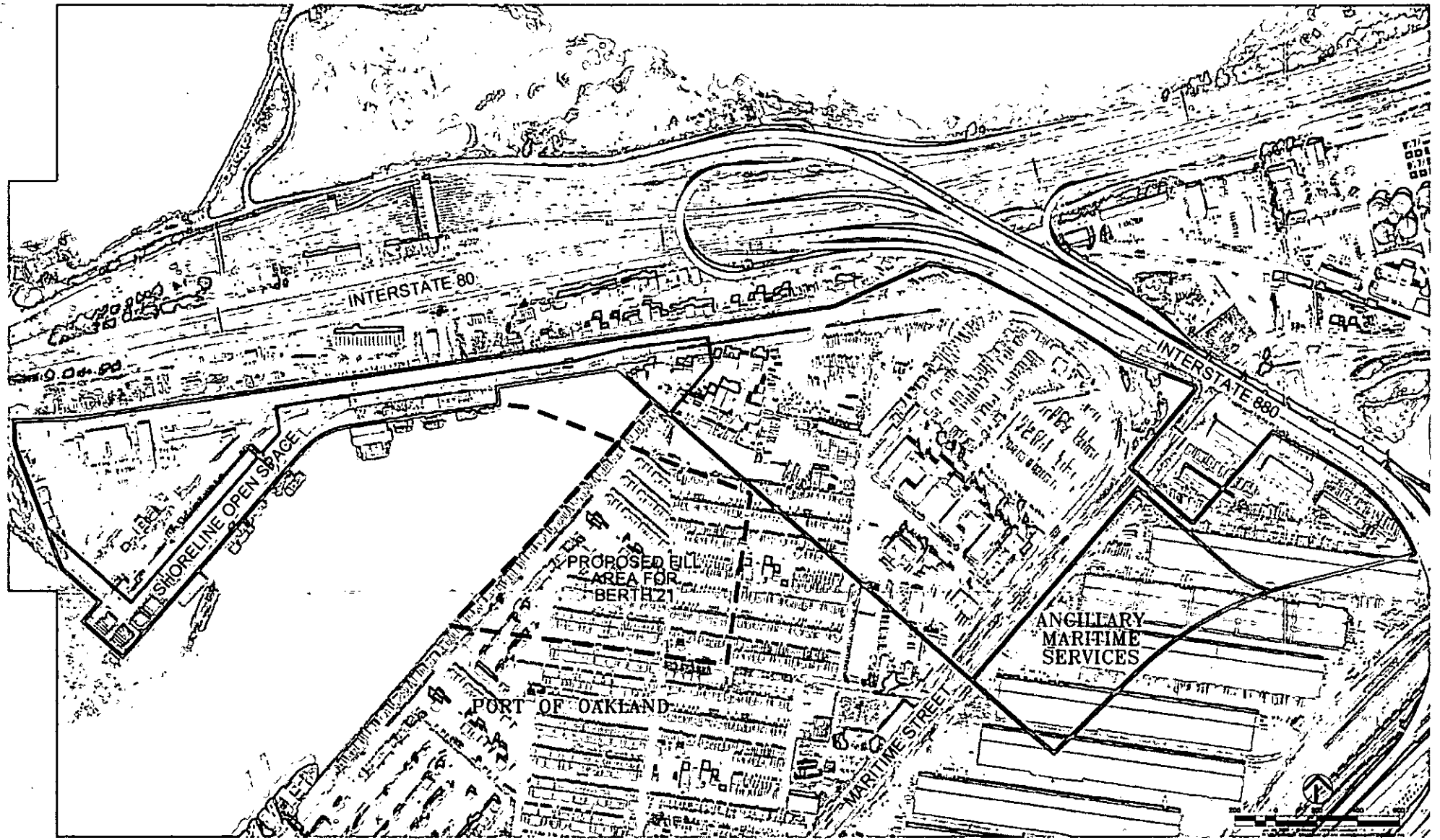
---

- A. Area Map
- B. Site Map
- C. Overview (*also provided in electronic form*)
- D. Development Budget (*also provided in electronic form*)
- E. Operating Budget (*also provided in electronic form*)
- F. 10-Year Cash Flow Proforma (*also provided in electronic form*)
- G. Jobs Estimate (*also provided in electronic form*)
- H. Programmatic Requirements for Oakland Film & Media Center and Oakland Produce Market
- I. List of Resources & Planning Documents Available at Oakland Army Base Gateway Development Area Website
- J. City Council Contracting Policies and Procedures
- K. City of Oakland Schedules

# AREA MAP



# SITE MAP



Note: Site boundaries are subject to change based on negotiations with the Port of Oakland, Caltrans, and other entities

APPENDIX B

## Appendix C

### Overview

Development Summary	SF of GLA
East Gateway	
Flex Office/Light Industrial	0
Hotel	0
Office	0
Retail	0
Warehouse	0
Other	0
Central Gateway	
Flex Office/Light Industrial	0
Hotel	0
Office	0
Retail	0
Warehouse	0
Other	0
West Gateway	
Flex Office/Light Industrial	0
Hotel	0
Office	0
Retail	0
Warehouse	0
Other	0
<b>Total GLA</b>	<b>0</b>

### Sources and Uses

Sources		Total	Per SF of GLA
Private	Equity	#DIV/0! \$ -	#DIV/0!
	Local Equity	#DIV/0! \$ -	#DIV/0!
	Debt	#DIV/0! \$ -	#DIV/0!
Public	Grants	#DIV/0! \$ -	#DIV/0!
	Loans	#DIV/0! \$ -	#DIV/0!
	Tax Increment Rebate	#DIV/0! \$ -	#DIV/0!
<b>Total Sources</b>		<b>\$ -</b>	<b>#DIV/0!</b>
Uses		Total	Per SF of GLA
	Acquisition Costs	\$ -	#DIV/0!
	Hard Costs	\$ -	#DIV/0!
	Soft Costs	\$ -	#DIV/0!
	Financing Costs	\$ -	#DIV/0!
	Capitalization of Reserves	\$ -	#DIV/0!
	Tenant Improvements/Other	\$ -	#DIV/0!
	Job/Housing Impact Fee	\$ (114,000)	#DIV/0!
	MMRP Fair Share Allocation	\$ -	#DIV/0!
	West Oakland Community Trust	\$ 2,160,000	#DIV/0!
<b>Total Uses</b>		<b>\$ 2,046,000</b>	<b>#DIV/0!</b>



Appendix D

Development Budget

Uses		Sources of Financing						
		GLA SF	Private			Public		
Item	Total Costs		Equity	Local Equity	Debt	Grants	Loans	Tax Incr. Rebate
<b>Acquisition</b>								
Option Payments	\$		\$	\$	\$	\$	\$	\$
Acquisition	\$		\$	\$	\$	\$	\$	\$
Title & Recording Fees	\$		\$	\$	\$	\$	\$	\$
<b>Total Acquisition</b>	\$		\$	\$	\$	\$	\$	\$
<b>Hard Costs</b>								
Demolition/Site Clearance	\$		\$	\$	\$	\$	\$	\$
Environmental Remediation	\$		\$	\$	\$	\$	\$	\$
Infrastructure Improvements								
Roadways	\$		\$	\$	\$	\$	\$	\$
Utilities	\$		\$	\$	\$	\$	\$	\$
Building Costs								
Flex Office/Light Industrial	\$		\$	\$	\$	\$	\$	\$
Hotel	\$		\$	\$	\$	\$	\$	\$
Office	\$		\$	\$	\$	\$	\$	\$
Retail	\$		\$	\$	\$	\$	\$	\$
Warehouse	\$		\$	\$	\$	\$	\$	\$
Other:	\$		\$	\$	\$	\$	\$	\$
Parking								
Below Grade	\$		\$	\$	\$	\$	\$	\$
Above Grade	\$		\$	\$	\$	\$	\$	\$
Surface	\$		\$	\$	\$	\$	\$	\$
Site Furnishings	\$		\$	\$	\$	\$	\$	\$
Landscaping & Irrigation	\$		\$	\$	\$	\$	\$	\$
Other:	\$		\$	\$	\$	\$	\$	\$
Other:	\$		\$	\$	\$	\$	\$	\$
Hard Costs Contingency	\$		\$	\$	\$	\$	\$	\$
<b>Total Hard Costs</b>	\$		\$	\$	\$	\$	\$	\$
<b>Soft Costs</b>								
Appraisal	\$		\$	\$	\$	\$	\$	\$
Survey	\$		\$	\$	\$	\$	\$	\$
Geotechnical & Soil Testing	\$		\$	\$	\$	\$	\$	\$
Environmental								
Phase I and II	\$		\$	\$	\$	\$	\$	\$
EIR/EIS	\$		\$	\$	\$	\$	\$	\$
Market Study	\$		\$	\$	\$	\$	\$	\$
Master Plan	\$		\$	\$	\$	\$	\$	\$
Architecture/Engineering	\$		\$	\$	\$	\$	\$	\$
Permits & Fees	\$		\$	\$	\$	\$	\$	\$
Construction Bond Premium	\$		\$	\$	\$	\$	\$	\$
Insurance	\$		\$	\$	\$	\$	\$	\$

Appendix D

Development Budget

Uses		GLA SF	Sources of Financing					
Item	Total Costs		Equity	Local Equity	Debt	Grants	Loans	Tax Incr. Rebate
Accounting	\$		\$	\$	\$	\$	\$	\$
Legal	\$		\$	\$	\$	\$	\$	\$
Property Taxes During Construction	\$		\$	\$	\$	\$	\$	\$
Promotion & Marketing	\$		\$	\$	\$	\$	\$	\$
Construction Management	\$		\$	\$	\$	\$	\$	\$
Developer Fee	\$		\$	\$	\$	\$	\$	\$
Other:	\$		\$	\$	\$	\$	\$	\$
Other:	\$		\$	\$	\$	\$	\$	\$
Soft Costs Contingency	\$		\$	\$	\$	\$	\$	\$
<b>Total Soft Costs</b>	\$		\$	\$	\$	\$	\$	\$
<b>Financing Costs</b>								
Origination Fees								
Construction Loan	\$		\$	\$	\$	\$	\$	\$
Permanent Loan	\$		\$	\$	\$	\$	\$	\$
Interest								
Construction Loan	\$		\$	\$	\$	\$	\$	\$
Permanent Loan	\$		\$	\$	\$	\$	\$	\$
<b>Total Financing Costs</b>	\$		\$	\$	\$	\$	\$	\$
<b>Capitalization of Reserves</b>								
Vacancy Loss Reserve (18 months)	\$		\$	\$	\$	\$	\$	\$
Operating Reserve (long term)	\$		\$	\$	\$	\$	\$	\$
Replacement Reserve	\$		\$	\$	\$	\$	\$	\$
Other:	\$		\$	\$	\$	\$	\$	\$
Other:	\$		\$	\$	\$	\$	\$	\$
<b>Total Reserves</b>	\$		\$	\$	\$	\$	\$	\$
Tenant Improvements/Other:	\$		\$	\$	\$	\$	\$	\$
Jobs/Housing Impact Fee	\$ (114,000)		\$	\$	\$	\$	\$	\$
MMRP Fair Share Allocation	\$		\$	\$	\$	\$	\$	\$
West Oakland Community Trust	\$ 2,160,000		\$	\$	\$	\$	\$	\$
<b>Total Project Costs</b>	\$ 2,046,000		\$	\$	\$	\$	\$	\$
<b>Total Project Costs Per SF of GLA</b>	#DIV/0!		0					

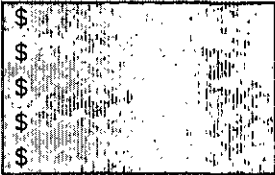
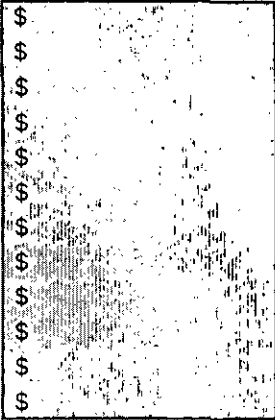
## Appendix E

### Operating Budget

Item	Total Annual Cost	Cost / SF of GLA
<b>Management</b>		
Management Fee	\$	
Asset Management Fee	\$	
<b>Total Management Expenses</b>	\$	#DIV/0!
<b>Administration</b>		
Advertising	\$	
Office Supplies	\$	
Computer/Copier/Printer	\$	
Equipment Maintenance	\$	
Legal	\$	
Audit	\$	
Bookkeeping	\$	
Other Professional Fees	\$	
Telephone	\$	
Credit Reports	\$	
Bank Charges	\$	
Mileage/Travel	\$	
<b>Total Administration Expenses</b>	\$	#DIV/0!
<b>Personnel</b>		
Administrative	\$	
Security	\$	
Grounds, Maintenance, Janitorial & Repairs	\$	
Other:	\$	
Payroll Taxes	\$	
Workers Compensation	\$	
Health Benefits	\$	
Retirement Benefits	\$	
Unemployment Insurance	\$	
Other Salary/Benefit Expenses	\$	
<b>Total Personnel Expenses</b>	\$	#DIV/0!
<b>Taxes, Licenses and Permits</b>		
Real Estate Taxes	\$	
Miscellaneous Taxes, Licenses & Permits	\$	
<b>Total Taxes, Licenses and Permits Expenses</b>	\$	#DIV/0!
<b>Insurance</b>		
Property and Liability Insurance	\$	
Fidelity Bond Insurance	\$	
Other Insurance	\$	
<b>Total Insurance Expenses</b>	\$	#DIV/0!

## Appendix E

### Operating Budget

Item	Total Annual Cost	Cost / SF of GLA
<b>Utilities</b>		
Electricity		
Water		
Gas		
Sewer		
Trash Removal		
<b>Total Utilities Expenses</b>	\$ -	#DIV/0!
<b>Maintenance &amp; Repair</b>		
Cable		
Contract Cleaning		
Contract Repairs		
Elevator Maintenance (incl. Phone)		
Fire Alarm Inspection		
Painting & Decorating		
Plumbing, Electrical, HVAC Maintenance		
Pest Control		
Supplies		
Trash Removal		
Vehicle/Equipment Maintenance		
Other:		
<b>Total Maintenance Expenses</b>		\$ -
<b>Total Operating Expenses</b>	\$ -	#DIV/0!

Appendix F

10-Year Cash Flow

MM/YYYY			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
- Project Start	East Gateway	Development Phase - Design, Entitlements, Construction, Lease or Sale										
	Central Gateway											
	West Gateway											
<b>Uses of Funds</b>												
Acquisition Costs	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Hard Costs	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Soft Costs	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Financing Costs	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Capitalization of Reserves	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Tenant Improvements/Other	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Job/Housing Impact Fee	\$	(114,000)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
MMRP Fair Share Allocation	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
West Oakland Community Trust	\$	2,160,000	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Total Development Costs</b>	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Sources of Funds</b>												
Private	Equity	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Local Equity	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Debt	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Public	Grants	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Loans	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Tax Increment Rebate	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Total Sources</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
<b>Gross Income</b>												
	<b>Total SF</b>	<b>Rate / SF of GLA</b>										
<b>East Gateway</b>												
Flex Office/Light Industrial		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Hotel		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Office		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Retail		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Warehouse		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other:		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Central Gateway</b>												
Flex Office/Light Industrial		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Hotel		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Office		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Retail		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Warehouse		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other:		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>West Gateway</b>												
Flex Office/Light Industrial		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Hotel		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Office		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Appendix F

10-Year Cash Flow

MM/YYYY			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Project Start	East Gateway	Development Phase - Design, Entitlements, Construction, Lease or Sale										
	Central Gateway											
	West Gateway											
Retail		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Warehouse		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Gross Scheduled Income</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Vacancy &amp; Loss</b>												
Underwriting Vacancy												
	Flex Office/Light Industrial		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Hotel		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Office		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Retail		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Warehouse		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lease-up Vacancy (for first year of operations)												
	Flex Office/Light Industrial		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Hotel		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Office		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Retail		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Warehouse		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Bad Debt/Collection Loss		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Vacancy</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Effective Gross Income</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Operating Expenses</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Net Operating Income</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Debt Service</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Operating Reserves</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Replacement Reserves</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Cash Flow</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Debt Coverage Ratio</b>			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>IRR on All Sources of Equity</b>			#NUM!									
<b>Sales Proceeds</b>												
	Flex Office/Light Industrial	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Hotel	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Office	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Retail	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Warehouse	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other:	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Gross Proceeds</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix F

10-Year Cash Flow

MM/YYYY			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Project Start		East Gateway	Development Phase - Design, Entitlements, Construction, Lease or Sale									
		Central Gateway										
		West Gateway										

Warranties and Closing Costs	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Net Sales Price	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Taxes Due on Gain	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Loan Balance(s) Due	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Net Sales Proceeds	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Use the following assumptions

First year Operating Expenses equals annual total shown in Operating Budget

Increase for Income	2.50%	
Increase for Expenses (except Property Tax)	3.50%	
Increase for Property Tax	2.00%	
Annual Replacement Reserves deposit is	0.60%	of the replacement cost of the structures
Underwriting Vacancy		
Flex Office/Light Industrial	6.00%	of Total Flex Office Income
Hotel		
Office	10.00%	of Total Office Income
Retail	5.00%	of Total Retail Income
Warehouse	5.00%	of Total Warehouse Income
Other:		
Lease-up Vacancy (for First Year of Operations)		
Flex Office/Light Industrial	10.00%	of Total Flex Office Income
Hotel		
Office	15.00%	of Total Office Income
Retail	10.00%	of Total Retail Income
Warehouse	10.00%	of Total Warehouse Income
Other:		
Bad Debt/Collection Loss	0.50%	of Total Gross Income
Cost of Sale	6.00%	of Gross Proceeds

## Appendix G

### Jobs Estimate

Permanent	Number of Jobs per SF			Basis of Assumption [1]	
	Total	Retained	Created	GLA SF	SF per Job
<b>Employment Sector</b>					
Auto Mall					1,000
Creative Industries (not film) - Office / R&D	0				450
Film Production	0				1,000
Green Industries / High Tech Manufacturing	0				750
Hotel	0				2,000
Logistics	0				1,500
Office	0				350
Produce Market	0				1,000
Retail	0				500
Other:	#DIV/0!				[2]
<b>Permanent Jobs per Acre</b>	#DIV/0!				
<b>Temporary</b>	\$ -		<b>Median Annual Earnings [3]</b> \$ 62,080	<b>Hard Costs</b>	<b>Percentage of Hard Costs as Labor</b>

[1] Pre-Development Planning for the Oakland Army Base Gateway Development Area Table A-2

[2] State assumptions and source(s) of assumptions

[3] State of California Economic Development Department  
Occupational Employment Projections 2004-2014 - Construction



## Appendix H

### Programmatic Requirements for Oakland Film & Media Center and Oakland Produce Market

#### Oakland Film & Media Center Requirements

Land: 10 acres

#### Site Layout:

- Secured area
- Adequate circulation space to accommodate commercial trucks.
- Co-location of activities. Warehouses, soundstages and creative production center must be within 200 feet of each other.

#### Building Program:

- Soundstage facility
  - 20,000 to 25,000 SF total
  - Subdivisible into two or more stages with support offices
  - 50-foot ceiling height
  - Premium ventilation, foundation, and sound attenuation required
- Creative Production Center (flex office space)
  - 36,000 SF
  - High ceilings (20+ feet) in a portion of the spaces
- Vendor Center (warehouse space)
  - 80,000 SF
  - Mix of dock-high and at-grade warehouse space
  - 20-foot ceiling height

#### Building Requirements:

- Utility load should be the same as for standard industrial/flex office uses (except for the soundstage, which will require additional ventilation)
- High doors for soundstage and some of the warehouse space

## **Produce Market Requirements**

Land: 15 acres

### Site Layout:

- Adequate circulation space to accommodate commercial trucks
- Collocation of activities. Merchants must be adjacent to one another.

### Building Program:

- Warehouse
  - 200,000 SF total
  - Subdivisible into 5,000 SF to 40,000 SF spaces with loading docks and support offices
  - Three loading bays per 5,000 SF space
  - Minimum interior clearance of 20 feet
- Retail Area
  - 15,000 SF total
  - Flexible open area for set up as farmers market
  - Access to electricity and water

### Building Requirements:

- Utility load should be the same as for standard industrial use
- Ability to install separately metered utilities and separate offices and restrooms for each tenant
- Ability for tenants to install cold rooms
- Insulated walls and ceilings

## **Appendix I**

### **List of Resources & Planning Documents Available at Oakland Army Base Gateway Development Area Website**

**List of Resources & Planning Documents  
Available at Oakland Army Base Gateway Development Area Website**

*For the documents listed below, please see:  
<http://www.oaklandnet.com/government/obra/hp.html>*

**Oakland Army Base Gateway Development Area Website**

- [Oakland Army Base Gateway Development Area](#)

**Oakland Army Base Environmental Documents**

- [Finding of Suitability for Early Transfer \(FOSET\), April 2003](#)
- [Environmental Services Cooperative Agreement \(ESCA\) - September 27, 2002](#)
- [Final Remediation Action Plan and Risk Management Plan \(RAP/RMP\), September 2002](#)
- [Public Notice-Submittal of Land Disposal \(LDR\) Request, September 2002](#)
- [Final Environmental Baseline Survey for Transfer, U. S. Army, December 2002](#)

**Conditions Reports for Oakland Army Base**

- [Preliminary Foundation Evaluation, Oakland Army Base Reuse Study, February 2006](#)

**Gateway Development Area Planning**

- [Pre-Development Planning for the Oakland Army Base Gateway Development Area - Final Report, October 2007](#)
- [OARB Warehouse Feasibility Study](#)
- [Architectural Salvage Assessment, Contributing Buildings Oakland Army Base Historic District, December 7, 2006](#)
- [Staff Report on Freeway Auto Mall, November 28, 2006](#)
- [Oakland Army Base Exhibit Aerials Survey](#)

**Environmental Impact Reports**

- [Mitigation Monitoring & Reporting Program](#)
- [Oakland Army Base Auto Mall SEIR Addendum](#)
  - [Oakland Army Base Auto Mall SEIR Addendum Appendix](#)
- [Oakland Army Base Auto Mall Project](#)
- [NOA OARB Auto Mall Final SEIR](#)
- [OARB Auto Mall Supplemental EIR -- Draft](#)
- [OARB Auto Mall Supplemental EIR -- Final](#)
- [Auto Mall Draft SEIR and Notice of Availability 2006](#)
- [Oakland Army Base Final Environmental Impact Report, July 2002](#)

- Oakland Army Base Draft Environmental Impact Report Traffic Supplemental, April 2002
- Oakland Army Base Draft Environmental Impact Report, April, 2002

### **Planning Documents and Reports for Oakland Army Base**

- Final Reuse Plan for Oakland Army Base, July 2002

### **Oakland Army Base Conveyance Documents**

- Covenant to Restrict Use of Property (CRUP)
- Environmental Services Cooperative Agreement (ESCA) - September 27, 2002
- ALTA Survey Army Documents

### **City of Oakland Websites**

Request for Qualifications: Oakland Army Base Gateway Development Area Master Developer:  
<http://www.business2oakland.com/main/oaklandarmybase.htm#RFP>

Oakland Army Base Redevelopment Area:  
<http://www.business2oakland.com/main/oaklandarmybase.htm>

Oakland Community & Economic Development Agency, Major Projects, Environmental Documents:  
<http://www.oaklandnet.com/government/ceda/revised/planningzoning/MajorProjectsSection/environmentaldocuments.html>

City's Municipal Code at <http://bpc.iserver.net/codes/oakland/>, Title 17 PLANNING, Chapter 17.72 M-40 HEAVY INDUSTRIAL ZONE REQUIREMENTS

Office of the City Administrator Contract Compliance and Employment Services Division:  
<http://cces.oaklandnet.com/cceshome/>

Contracting & Demolition Recycling: <http://www.oaklandpw.com/Page39.aspx> main page/  
<http://www.oaklandpw.com/Page326.aspx> requirements

## **Appendix J**

# **City Council Contracting Policies and Procedures**

# City Council Contracting Policies and Procedures

a) Disabled Access and Non-Discrimination

Consultant shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Schedule C-1 ("Declaration of Compliance with the Americans with Disabilities Act,") attached hereto and incorporated herein.

b) Local and Small Local Business Enterprise Program

City of Oakland's Local and Small Local Business Enterprise Program describes the objectives, goals and policies of the city regarding the participation of certified for profit or not for profit local or small local entities in the City's contracts and purchasing opportunities.

There is a twenty percent (20%) minimum participation requirement for all professional services contracts valued at one hundred thousand dollars (\$100,000.00) or more. Compliance may be achieved at a rate of ten percent (10%) local and an additional 10% small local certified business participation. The requirement may be satisfied by a certified prime and/or sub-Consultants (s) or a small local certified business might meet the twenty percent requirement. The City of Oakland's Office of the City Administrator, Contract Compliance & Employment Services Division must certify a business before a proposal is submitted in order to earn credit toward meeting the twenty percent requirement. The twenty percent local business participation requirement will be considered a material term of every proposal. Proposals that fail to meet the 20% minimum will be deemed non-responsive. Schedule-E- Project Consultant Team must be submitted with the proposal.

If a consultant is able to develop a Joint Venture or "Mentor-Protégé" relationship with an Oakland certified for profit or not for profit entity, the Mentor-Protégé or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credits, the Agreement must be submitted to Contract Compliance and Employment Services at least three weeks before the proposal due date. Joint Venture Applications and examples of the basic elements of a City approved Mentor Protégé Agreement are available upon request to the project manager.

For tracking and reporting purposes only, the consultant team is asked to show the percentage and dollar amount of Minority Business Enterprise/ Women Business Enterprise (MBE/WBE) participation on all sub-consultant listings. Consultant teams are asked to provide data regarding the racial, ethnic, and gender make up of listed sub-consultants and be prepared to provide documentation that demonstrates the methodology used to select all sub-consultants. The City Administrator will track MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of race or gender, and will make periodic reports to the City Council concerning such utilization. The City will report any discrimination in contracting

to the appropriate Federal and State agencies, and will take appropriate action against consultants that are found to be engaging in discriminatory acts or practices up to and including termination or debarment of the responsible entity.

c) Living Wage Ordinance (LWO)

This Agreement is subject to the Oakland Living Wage Ordinance which requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Consultants (consultants) of the City and employees of City Financial Assistant Recipients (CFARs) (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Schedule-N and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must comply as follows:

- Minimum compensation – Said employees shall be paid an initial hourly wage rate of \$9.90 with health benefits or \$11.39 without health benefits. Effective July 1<sup>st</sup> of each year, contractor shall pay adjusted wage rates.
- Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.49 per hour. Consultant shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- Federal Earned Income Credit (EIC) – To inform employees that he/she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service and (2) the 2005 Earned Income Tax Outreach Kit [www.cbpp.or/eic/2005](http://www.cbpp.or/eic/2005).



- Consultant shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- Consultant shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment.
- Consultant shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Consultant shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Consultant shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- Consultant shall require sub consultants that provide services under or related to this Agreement to comply with the above Living Wage provisions. Consultant shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Contract Compliance & Employment Services Division.

d) Equal Benefits Ordinance (EBO)

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.232.010 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Consultants (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following entities are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others

for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a Consultant's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or sub-Consultants.

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as Schedule N-1 – Equal Benefits-Declaration of Nondiscrimination and documentation supporting compliance. Compliance must be verified before a contract is executed.

e) Non-Discrimination/Equal Employment Practices

Consultant shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Consultant agrees as follows:

- Consultant and consultant's sub-consultants, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- Consultant and consultant's sub-consultants shall state in all solicitations or advertisements for employees placed by or on behalf of consultant that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- If applicable, consultant will send to each labor union or representative of workers with whom Consultant has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Consultant's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- Consultant shall submit information concerning the ownership, ethnicity and gender, by completing Schedule D as mentioned earlier. Schedule E (“Project Consultant Team”), is also attached and incorporated herein and made a part of this Agreement.
  - All affirmative action efforts of consultants are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Consultants are required to provide data regarding the make-up of their sub Consultants and agents who will perform City contracts, including the race and gender of each employee and/or Consultant and his or her job title or function and the methodology used by Consultant to hire and/or contract with the individual or entity in question.
  - In the recruitment of sub Consultants, the City of Oakland requires all Consultants to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland’s business community. The City Administrator will track the City’s MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
  - In the use of such recruitment, hiring and retention of employees or sub Consultants, the City of Oakland requires all Consultants to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland’s business community.
- f) City of Oakland Campaign Contribution Limits (Campaign Reform Act)  
This Agreement is subject to the Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations. The Act prohibits consultants that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires council approval, consultant must sign and date an Acknowledgment of Campaign Contribution Limits Form attached as Schedule-O.
- g) Nuclear Free Zone Disclosure  
Consultant represents, pursuant to the “Nuclear Free Zone Disclosure Form” – Schedule-P that consultant is in compliance with the City of Oakland’s restrictions on doing business with service providers considered nuclear weapons makers.
- h) Insurance Requirement  
Schedule Q summarizes insurance requirements relative to this project.

i) Conflict of Interest/Confidentiality/City-Consultant Relationship

Consultant shall avoid all conflicts of interest and respect its relationship with the City by maintaining confidentiality of materials deemed confidential by law. Consultant specifically agrees to the following:

- Consultant 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 RFP. Without limitation, the Consultant represents to and agrees with the City or Agency that no conflict of interest is created between providing the City or Agency services hereunder and any interest Consultant may have with respect to any other person or entity (including but not limited to any federal or state regulatory agency) which has any interest adverse or potentially adverse to the City or Agency.
- Consultant further agrees that Consultant shall not, without prior written consent of the City Administrator, perform any services for any person other than the City Administrator relating to the study referred to in this RFP.
- The consultant understands and agrees to successfully provide the services requested by this RFP. In addition, every communication between Consultant and the City or its special counsel shall be considered to be a confidential communication between client and lawyer (see California Evidence Code Section 952), and the confidential work product of the City Administrator, City Attorney and the City's special counsel, respectively, and therefore shall be held in strict confidence. All reports, analysis, maps, diagrams or any documents prepared or assisted in the preparation of or by the Consultant, shall be considered to be prepared pursuant to said lawyer-client relationship. All of the above mentioned documents are also considered the work product of the City Administrator and shall not be communicated to any person except as specifically authorized in writing signed by the City Administrator and City Attorney.





## SCHEDULE D OWNERSHIP, ETHNICITY AND GENDER QUESTIONNAIRE

For use by all city agencies and departments for procurement, and professional services contracts (including CFARs)

To be completed by the prime and subconsultants (including CFARs)

### Part I: OWNERSHIP & ETHNICITY of PRIME:

Firm Name \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Federal ID # \_\_\_\_\_  
 City of Oakland Business License Number \_\_\_\_\_

(Please check one and explain below)

- Self Employed, Name of Owner \_\_\_\_\_  Corporation, State of Incorporation \_\_\_\_\_  
 Partnership, General or Limited \_\_\_\_\_ Names of Partners \_\_\_\_\_  
 Joint Venture, Names of Participants \_\_\_\_\_

**Ownership Interests**  
 All owners must be listed  
 in this information

Ethnicity	African American	American Indian/ Alaskan Native	Asian or Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners							
% Of Total Ownership							
Women							
Joint Venture Ownership							

### Part II: CERTIFICATIONS

Please attach a copy of the certification letter or provide the certification number and expiration date:

- Minority-owned Business Enterprise (MBE)? Cert # \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 Woman-Owned Business Enterprise (WBE) Cert # \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Disadvantaged Business Enterprise (DBE) Cert # \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Oakland Certified Local Business Enterprise Cert # \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Other \_\_\_\_\_ Cert # \_\_\_\_\_ Expiration Date \_\_\_\_\_

**Part III: Ethnicity and Gender of Employees**

Employment Category	Total Employees	Oakland Residents	Male						Female				
			African American	American Indian/Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other	African American	American Indian/Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic
Project Management													
Professional													
Technical													
Clerical													
Trades													

**AFFIRMATIVE ACTION INFORMATION** I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Viet Nam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable.

I declare under penalty of perjury that the foregoing is true and correct. Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Please be advised that the ethnicity and gender information contained in this Schedule D will be used for reporting and tracking purposes ONLY.



## SCHEDULE M INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR

**FOR CITY USE ONLY**

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

City Attorney/Assistant City Attorney/  
Deputy City Attorney

**PART A: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR**

Name of Contractor \_\_\_\_\_

SSN or Corporate Taxpayer ID No. of Contractor \_\_\_\_\_

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet.

The word contract refers to the agreement the City is contemplating entering into with you.

**NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING "ACTIVE" STATUS. CORPORATIONS ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE MUST SIGN.**

	Yes	No
1. Have you performed services for the City in any year(s) prior to 200__? If yes, please indicate which years.		
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction. _____		
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed. _____ _____		
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract _____		
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services. _____		





**SCHEDULE M  
INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED  
CONTRACTOR**

	Yes	No
6. Please provide the date on which you expect to complete your services under the contract (dd/mm/yy).		
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies. _____		
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any <u>unreimbursable</u> out-of-pocket expenses in the performance of the contract with the City? If yes, please describe. _____		
10. Do you have federal and state employer identification numbers? If so, please provide these numbers. _____		
11. <u>Within the past two years</u> have you performed the same type services (as called for in the contract) for any client or customer <u>other than</u> the City? If yes, please identify the client or customer and briefly describe the services performed. _____		
12. Do you <u>currently</u> have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed. _____		
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy. _____ _____		
14. Do you have your own <u>employees</u> to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.) _____		
15. <u>Within the past two years</u> have you been the <u>employee</u> of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed. _____ _____		
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address. _____ _____		
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)		



**SCHEDULE M  
INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED  
CONTRACTOR**

	Yes	No
b. an existing business phone number other than your home number? (please indicate # along with area code)		
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency. _____		
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self employment purposes. _____ _____ _____ _____		

I VERIFY THAT THE RESPONSES ABOVE ARE TRUE AND CORRECT.

\_\_\_\_\_

Date

Contractor

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



SCHEDULE O

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

To be completed by City Representative prior to distribution to Contractor:

City Representative \_\_\_\_\_ Phone \_\_\_\_\_ Project Spec No: \_\_\_\_\_

Department \_\_\_\_\_ Contract/Proposal Name \_\_\_\_\_

This is an  Original  Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name \_\_\_\_\_ Phone \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Submission (check one)  Bid  Proposal  Qualification  Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name \_\_\_\_\_ Phone \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name of Signer Position

To be Completed by City of Oakland after completion of the form:

Date Received by City: \_\_\_\_/\_\_\_\_/\_\_\_\_ By: \_\_\_\_\_

Date Entered on Contractor Database: \_\_\_\_/\_\_\_\_/\_\_\_\_ By: \_\_\_\_\_



**SCHEDULE P**  
**NUCLEAR FREE ZONE DISCLOSURE**  
(This form is to be completed by the prime consultant)

I, \_\_\_\_\_, the undersigned, a  
(Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Business Entity)

(hereinafter referred to as Business Entity and duly authorized to attest on behalf of the business Entity)

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work.

I declare that the foregoing is true and correct to the best of my knowledge.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature and Name)

\_\_\_\_\_  
(Name of Business Entity)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
(Name of Parent Company)

## INSTRUCTIONS FOR NUCLEAR FREE DISCLOSURE

On November 8, 1988, the citizens of Oakland adopted Measure T, which declared the City of Oakland to be a Nuclear Free Zone. On December 6, 1988, the City Council approved Ordinance No. 11062 CMS, designated as the Nuclear Free Zone Act. This ordinance mandates a policy for the City of Oakland concerning its relations with companies that knowingly engage in nuclear weapons work.

Under this ordinance, the City is restricted from doing business with professional and consulting service providers, which would be considered nuclear weapons makers. In order to implement this provision, the City is using Nuclear Free Zone Disclosure Form to determine whether a potential service provider to the City of Oakland is in compliance with Ordinance No. 11062. Once the Form is on file with the Office of Finance, the service provider will be eligible to enter into professional or consulting service contracts with the City of Oakland.

Please review the following definitions to determine whether you or your firm and/or any of its agents, subsidiaries or affiliates would be considered nuclear weapons makers under Oakland's Nuclear Free Zone Act.

A "nuclear weapons maker" is any entity knowingly engaged in nuclear weapons work and any of its agents, subsidiaries or affiliates which are engaged in nuclear weapons work. If an entity is a nuclear weapons maker, then its controlling owner(s) would also be classified as a nuclear weapons maker(s). However, if an entity is owned by a nuclear weapons maker but is not itself engaged in nuclear weapons work, the entity would not be considered a nuclear weapons maker.

"Nuclear weapons work" is any work that has as its purpose the development, testing, production, possession, maintenance or storage of nuclear weapons, the components of nuclear weapons, or any secret or classified research or evaluation of nuclear weapons.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. Nuclear weapon includes the means of transporting, guiding, propelling, triggering or detonating the weapon. Nuclear weapon also includes any component of a nuclear weapon, i.e., any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon or be a part of a nuclear weapon.

In the event a firm or individual is unable or unwilling to submit Nuclear Free Zone Disclosure Form said firm or individual would be considered a nuclear weapon maker and therefore restricted from entering into a contract with the City of Oakland. Such firm or individual has the right to have this restriction reviewed. The review process will be initiated once the Office of Finance has been requested to do so by the restricted firm or individual.

The restriction against contracting with a nuclear weapons maker may be waived if the City Council determines, after public hearing, that a specific contract is essential to the proper functioning of the city government and that no reasonable alternative exists.



## Schedule Q

### INSURANCE REQUIREMENTS

a. General Liability, Automobile, Worker's Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance**, shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, Bodily Injury, Broad Form Property Damage, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)]. If such CGL insurance contains a general aggregate limit, it shall apply separately to this agreement.
  - A. Coverage afforded on behalf of the City shall be primary insurance and any other insurance available to the City under any other policies shall be excess insurance (over the insurance required by this Agreement).
  - B. Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location [project].
  - C. If the policy is a "claim made" type policy, the following should be included as endorsements:
    - 1) The retroactive date shall be the effective date of this Agreement or a prior date.
    - 2) The extended reporting or discovery period shall not be less than thirty-six (36) months.
- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. In the event the Contractor does not own vehicles, but utilized non-owned and hired vehicles, evidence of such coverage is acceptable with a signed statement from Contractor stating that only non-owned and hired vehicles are used in the course of the contract.



- iii. **Worker's Compensation insurance** as required by the laws of the State of California. Statutory coverage may include Employers Liability coverage with limits not less than \$1,000,000. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.
- iv. **Professional Liability/errors and omissions insurance** in the amount of \_\_\_\_\_

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- i. Insured Status (Additional Insured): Contractor shall provide insured status using ISO endorsement CG 20 10 or its equivalent naming the City of Oakland, its Councilmembers, directors, officers, agents and employees as insureds in its Comprehensive Commercial General Liability policy. If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Cancellation Notice: 30-day prior written notice of termination or material change in coverage and 10-day prior written notice of cancellation for non-payment;
- iii. Cross-liability coverage as provided under standard ISO forms' separation of insureds clause; and
- iv. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- v. Insurer shall carry a insurance from an admitted company with a Best Rating of A VII or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.



d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors and employees for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.





**SCHEDULE V**  
**AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION**

(For use by all City agencies and departments for professional services contracts)

To be completed by the prime consultant

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I certify that the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip Code)