

**EMERYVILLE RESPONSE  
ANALYSIS AND RECOMMENDATION**

**1(a) Qualified Professionals that reside within less than 45 minutes of the proposed building.**

**Emeryville Recommendation:** Emeryville should receive the full 10 points (received 0). Emeryville points to its statement that, “all of the major residential areas within the San Francisco Bay Area are within 45 minutes drive of Emeryville.” Emeryville contends that this statement implies that all of the people who work in the biotech field within a 45-minute drive of the site also live within a 45-minute drive.

**Evaluation Team Analysis:** The RFP states: “A significant number of professionals engaged in the field of biomedical research should reside within 45 minutes under normal travel conditions of the proposed facility”. The Emeryville proposal did not provide any information to demonstrate that all major residential populations in the bay area are within 45 minutes drive of Emeryville. Therefore, the evaluation team had no basis for concluding that all biomedical professionals who work within 45 minutes of the proposed site also reside within 45 minutes.

**Evaluation Team Conclusion:** NO CHANGE.

**1(b) Qualified professionals that reside between 45 minutes and 90 minutes from the proposed building.**

**Emeryville Recommendation:** Emeryville should receive the full 5 points (received 0). The RFP did not specifically refer to the 45 to 90 minute radius. A 90-minute radius could easily be applied to the population and employment numbers in the studies attached to our proposal.

**Evaluation Team Analysis:** The RFP did not expressly request data for over 45 minutes. No proposal provided this information. All proposals received a score of 0.

**Evaluation Team Conclusion:** NO CHANGE

**1(d) Number of leading universities, research hospitals and/or private research institutions that specialize in biomedical research within 45 minutes.**

**Emeryville Recommendation:** Emeryville should receive the full 20 points (received 17). Emeryville’s score should be the same as that of San Francisco. We and San Francisco listed the same set of relevant institutions in our proposals and should receive the same scores.

**Evaluation Team Analysis:** The evaluation team credited Emeryville with 13 institutions shown to lie within 45 minutes of the proposed facility (Map, Tab 2.) San Francisco provided a table showing 15 institutions within 45-minutes drive time of the

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proposed facility and two outside 45 minutes, which were not scored (San Francisco proposal Appendix 1, page 2.) Each proposal was scored based on information clearly presented in that proposal. While there was some overlap, Emeryville and San Francisco did not list all of the same institutions.

**Evaluation Team Conclusion:** NO CHANGE

**3. No/low cost conference facilities and access to no/low cost hotel facilities.**

**3(f) Provide for more than 6 days per year.**

**Emeryville Recommendation:** Emeryville should receive at least 3 of the full 4 points (received 0). The five hotel partners offer up to six days availability. Our proposal also specifically references additional conference facilities that augment the hotels' availability for a total of up to 18 days a year. (Tab 2, Items 3 and 4.)

**Evaluation Team Analysis:** Based on this clarification the evaluation team determined that this information had not been taken into account in the original scoring.

**Evaluation Team Conclusion:** AWARD 4 POINTS.

**6 Lease Payments up to 10 years**

**6(a) Number of years at no cost.**

**Emeryville Recommendation:** Emeryville should receive the full 40 points (received 16). Emeryville stated that they did not find a prohibition to a firm term of longer than 4 years referenced in the RFP and that they feel their proposal clearly offered 10 years of free rent to CIRM.

**Evaluation Team Analysis:** The RFP explicitly states: "Lease term of ten (10) years, with a firm term of four years." The state cannot enter into a firm term lease of more than four years without legislative approval. Therefore, the CIRM is subject to the following conditions in the Emeryville proposal: "to the extent that the CIRM leaves before the full ten years, it will have to pay the full unamortized balance of the monies used (for Tenant Improvements) upon its notice to Lessor of its intent to leave." (Tab 3, Section A.6.) Because these potential expenses exist, the lease was not viewed as "no cost" for the last six years.

**Evaluation Team Conclusion:** NO CHANGE

**6(b) Total costs of Lease**

**Emeryville Recommendation:** Emeryville should receive at least 8 points (received 2). Emeryville feels that its proposal certainly offered 10 years free of rent, expenses, utilities and parking.

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**Evaluation Team Analysis:** The terms of the Emeryville lease from year Year 5 onwards (Tab 3, Section A.4.) indicate that if CIRM agrees upfront to a longer firm term lease than the four years, Lessor will agree to give 100% free rent. As stated under 6(a), CIRM cannot agree to a longer firm term than four years. Therefore, beginning the start of Month 49 and through the end of Month 60, the State is obliged to pay 100% of all operating costs and taxes applicable to the Premises and parking. It is not clear what terms apply after Month 60.

**Evaluation Team Conclusion:** NO CHANGE

**8 Incentives other than free rent during the first 10 years.**

**8(a) Financial value of identified incentives (Tenant Improvement account, additional parking, moving and conventional furniture allowance and facilities that require minimal TI and meet the state's requirements.**

**Emeryville Recommendation:** Emeryville should receive some points (received 0). Emeryville contends that the proposal identified incentives which should qualify for points. (Reasons enumerated in response.)

**Evaluation Team Analysis:** Emeryville received points in 8(b) for the following offered incentives: free employee access to athletic facilities; 24/7 security guards. No points are awarded under 8(a) for these incentives. No points are awarded for the Tenant Improvement Allowance of \$100/square foot because of the risk that CIRM will be obligated to repay these costs (discussed under 6(b) above.)

Emeryville's response refers to the value of cost savings that CIRM will enjoy if it remains in Emeryville, the site of its temporary headquarters. These include minimal moving costs, retention of phone lines and numbers, and retention of the free furniture that has been made temporarily available to CIRM. Emeryville's response does not indicate where in the original proposal this information is presented. No additional points are awarded for these or other incentives not referenced in the original proposal.

Emeryville's response indicates that the original proposal includes use of the shared tenant conference facility at Emery Station (Tab 3, Terms and Conditions Item A1). This additional shared conference facility qualifies as a building owner incentive under 8(b) and had not been taken into account by the evaluation team. Originally Emeryville had been assigned 10 points for 8 (b).

**Evaluation Team Decision:** AWARD 12 POINTS IN CATEGORY 8(B).

**Original Total Score: 113**  
**Revised Total Score: 119**