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March 25, 2024

REQUEST FOR INFORMATION FOR POTENTIAL FUTURE CALTRAIN HEADQUARTERS

Caltrain is issuing this Request for Information (RFI) from property owners, managers, or their qualified broker representatives to assist with identifying commercial real estate for its headquarters.

1. INTRODUCTION

1.1. About Caltrain

Caltrain provides commuter rail service along the San Francisco Peninsula Corridor, through the South Bay to San Jose and Gilroy. Established in 1991, Caltrain is governed by the Peninsula Corridor Joint Powers Board (PCJPB), which consists of agencies from the three counties served by Caltrain: Santa Clara, San Francisco, and San Mateo. Its member agencies are the Santa Clara Valley Transportation Authority (VTA), the City and County of San Francisco (CCSF), and the San Mateo County Transit District (SamTrans).

Caltrain's mission is to provide safe, reliable, accessible, and sustainable transportation services, enhance connectivity to other transit systems, foster regional economic vitality, and ensure a world-class travel experience for diverse constituencies.

Caltrain's headquarters are currently located in San Carlos, close to the San Carlos Caltrain Station, where it co-locates with SamTrans. In December 2023, SamTrans entered a lease-to-purchase agreement for a new headquarters building located near the Millbrae Transit Center Caltrain Station, offering Caltrain the possibility of continuing to co-locate. While Caltrain is evaluating this opportunity, the agency is also exploring leasing or purchasing separate office space.¹

¹ For more information on Caltrain's headquarters plans, see: <https://www.caltrain.com/media/32626/download>

1.2. RFI Summary

Caltrain is seeking to acquire **27,000 – 35,000 square feet of office space** on the San Francisco Peninsula, either through a lease or purchase agreement. Caltrain has developed an indicative space program and invites property owners, managers, or their qualified broker representatives to offer a Submission, a formal response to this RFI adhering to the requirements outlined in this document pertaining to one or more suitable properties that meet Caltrain's future occupancy needs as set forth in Section 2.

Caltrain is interested in hearing from the public sector as well as private entities. Submissions shall be considered as expressions of interest to sell or lease properties described. Caltrain will review all Submissions to this RFI to evaluate the suitability of properties identified and presented in relation to the agency's needs. The information provided within Submissions will be used to inform Caltrain of current opportunities. Any subsequent discussions and/or engagement will be done at the agency's sole discretion. This RFI is for informational purposes only and does not constitute an offer to purchase or lease property.

1.3. Submission Deadline

Interested firms must submit one electronic PDF version of their Submission, by **1:00pm PT on Monday, April 22**. Submissions received after that date and time may not be considered.

1.4. Caltrain Contact Information

Submissions and all inquiries relating to this RFI shall be submitted by email to HQ-RFI@caltrain.com.

2. CALTRAIN OCCUPANCY REQUIREMENTS

Caltrain has prepared an indicative space program that is included in Exhibit 1. Respondents, entities or organizations that offer a Submission to this RFI, are not required to validate whether the program will fit within the useable area of proposed office space but should familiarize themselves with the program to understand how well their proposed property could fit Caltrain's needs.

2.1. Space and Operational Requirements

- Useable Area: **Caltrain requires approximately 27,000 – 30,000 square feet of useable area for leased space, or at least 35,000 square feet of useable area for purchase.**²

Caltrain prefers at one contiguous floor/suite and is not interested in spaces that require more than two floors or suites to accommodate the space needs. Properties that offer the potential for Caltrain to expand in the future by leasing additional office space (as needed in the future), are preferred.

² Square footages do not include optional additional space for a publicly accessible board room/meeting room(s).

- Americans with Disabilities Act (ADA) compliant: any lease space must be in full compliance with ADA. Sale properties may or may not be ADA compliant; if not, the property must be able to be made compliant without major interventions.
- Security: the property should have a comprehensive security system in place, including controlled access to the building. Access should be restricted to authorized personnel only, requiring the use of secure entry systems such as key cards. Caltrain should be able to control the access to their suites separately from the rest of the building.
- Parking: The need for parking will be evaluated based on the specific location of the proposed property. Caltrain requires some dedicated spaces, with additional parking options for staff available nearby. Parking arrangements may include on-site parking, off-site parking in a nearby lot or garage, or other suitable arrangements. Parking should be readily accessible, available for Caltrain staff, and able to accommodate public events and large meetings.

2.2. Location Requirements

- Access to Caltrain Service: The property address must be within a 1/2 mile (15-minute walk) of a Caltrain station within the Caltrain Corridor from San Francisco station (4th & King) to San Jose Diridon station, with a preference for locations that will have more frequent service (4 trains per hour during peak hours) under the future electrified service plan, which are San Francisco, 22nd Street, South San Francisco, Millbrae Transit Center, San Mateo, Hillsdale, Redwood City, Palo Alto, Mountain View, Sunnyvale or San Jose Diridon stations.³ Caltrain will consider locations in downtown San Francisco or downtown San Jose outside the ½ mile radius requirement if they can be reached via one or more frequent public transit connections 10 minutes or less from a Caltrain station.

2.3. General Acquisition Requirements

Lease opportunities: must be in properties managed to Class B or better. Caltrain desires that all tenant improvements and associated costs be the responsibility of the landlord.

For sale opportunities: must be standalone buildings with a minimum of 35,000 GSF to provide room for future expansion. Sale properties can be move-in ready or require renovation. Caltrain may consider Submissions of properties requiring Conditional Use Permits or Zoning changes, contingent upon compelling justifications and suitability for the agency's needs.

2.4. Desired Additional Elements

While not mandatory requirements, Caltrain highly values the following elements in the properties it will consider.

- Surrounding Amenities: Caltrain prefers to be in transit-oriented downtown areas with a variety of uses and amenities nearby for staff to utilize. Important amenities include restaurants, coffee shops, pharmacy, grocery store, childcare, etc.

³ For more information on the electrified service plan, see: <https://www.caltrain.com/news/caltrain-unveils-electrified-service-vision-2024>

- Furnishings: Caltrain prefers unfurnished space but will consider inheriting existing office furnishings if they meet the needs of the agency.
- Publicly accessible boardroom that can seat a nine-member board at a dais, as well as accommodate up to 15 Caltrain staff and consultants and up to 50 members of the general public (approximately 3,500 SF).
- Sustainability: EnergyStar or LEED Silver New Construction or better, as well as LEED EBOM, LEED Interiors, or WELL certified building is preferred.
- Onsite gym with showers and lockers (or gym options nearby).

2.5. Timing

- Caltrain is looking for space to occupy no later than June 2025, with a preference for a move in date no earlier than March 2025.

3. INFORMATION REQUESTED

Submissions to this RFI should include the following information for each property:

1. Property Name/Address

- a. Property type (office building, retail space, industrial facility, etc.)
- b. Building size (gross square feet)
- c. Availability status

2. Location and Accessibility Features:

- a. Property address.
- b. Description of the property's location and surrounding area.
- c. A map indicating proximity to major roads, public transit routes, passenger rail stations, nearby parking locations, bike share stations, outdoor space and parks, and businesses that provide the amenities Caltrain is seeking.

3. General Property Description:

- a. Class of property (Class A, Class B, etc.).
- b. Available space (gross/rentable and useable square feet).
- c. Overview of the property's features and amenities.
- d. Description of the condition of the available space.
- e. Unique selling points or highlights.
- f. Recent notable improvements.

4. Images and Plans:

- a. Images of the property's exterior and interior, including the office space being offered.
- b. Floor plan to scale with space types labelled (e.g. closed office, open office, conference room, storage, closets) for each available office space configuration being offered.

5. Building Features and Amenities:

- a. Description of building features (e.g., lobby, elevators, furnishings).
- b. List of space amenities (e.g., fitness center, publicly accessible conference/board rooms, bike storage, shower facilities, terraces/courtyards, on-site management) and their notable attributes (e.g. size, location, features, accessibility).
- c. Description of sustainability features (e.g. certifications, last date of certification, performance standards of those certifications including but not limited to energy efficiency, indoor air quality, and green cleaning practices).
- d. Parking availability on-site and nearby off-site, stating type and quantity of spaces (e.g., standard, compact, EV-charging, structured parking, surface parking).
- e. Other amenities:
 - i. Building security systems and procedures
 - ii. Telecommunications / Data connection
 - iii. Surrounding amenities

6. Tenant Information:

- a. Current tenants and their industries
- b. Tenant testimonials

7. Specific Lease Terms:

Please provide the following information assuming a five-year lease with an option to extend five years. Where applicable, please note where lease terms will vary due to longer lease term. All cost items, including base rent, tenant improvement (TI) allowance, parking fees, and other charges must be itemized and clearly stated. If the lease terms are the same for one or more proposed properties or spaces within a building, then please clearly state this in the Submission. Any differences should be clearly noted for each property or space.

- a. Rentable and useable square feet.
- b. Lease type (e.g. Triple Net, Full-Service Gross). If the lease is not Full Service Gross, please include an estimate of monthly expenses.
- c. Lease term: five years with a five-year option to extend.

- d. Asking monthly base rent: please provide both cost per rentable square foot and total for the lease term.
- e. Tenant improvement (TI) allowance: provide estimated cost per square foot and estimated total and confirm landlord will perform the improvements. The tenant improvement allowance should be sufficient to deliver the space in the indicative space program.
- f. Other charges (e.g. common area charges): provide cost per square foot per month and estimated total for the lease term, including cost escalation assumptions if used.
- g. Renewal option: provide information about the terms of an extension (assume 5 years), including how the renewal rent will be determined.
- h. Future space expansion information: provide details on the potential for a right of first refusal for lease of additional space within the property or building, including any conditions or limitations, such as timing, size, and pricing of the additional space.
- i. Parking cost: provide details on the availability and cost of parking, if any, including monthly rates and total cost for the lease term.
- j. A copy of the standard lease agreement used at the proposed property.
- k. Any other relevant information or terms.

8. Specific For Sale Terms:

Please provide the following information for each property for sale:

- a. Sale price: provide the asking price for the property.
- b. Terms of sale: specify any unique or favorable terms offered for the sale (e.g. financing options, seller financing, lease-to-own arrangements).
- c. Property condition: describe the current condition of the property, including any recent renovations or improvements, condition studies or assessments completed by owner, and other property condition information.
- d. Zoning information: please provide details on the property's zoning designation and any restrictions or opportunities that may apply.
- e. Any other relevant information or terms.

9. Contact Information:

- a. Contact details for the property or properties (e.g. property owner, property manager, or listing broker or agent).
- b. Instructions for scheduling a tour or submitting further inquiries about the property.

10. Additional Requirements:

Please provide the following information:

1. **Proof of Ownership:** proof of ownership, such as a copy of county assessor records, title, or other official record demonstrating property ownership.
2. **Lessor:** the tax identification number of the entity that would be entering a lease agreement as Lessor.
3. **Management:** proof of right to perform property management and engage in commercial leasing, such as service contract or letter from owner.
4. **Brokerage Relationship:** if Respondent is a real estate brokerage company representing a lessor or seller, please provide evidence of the contractual relationship such as an engagement letter.
5. **Conflict of Interest:** Respondents must disclose any potential conflicts of interest that may arise in selling or leasing property to Caltrain.

4. SUBMISSION REQUIREMENTS

4.1. Submission Format

To be considered responsive, all Submissions must adhere to the following requirements, presented in the order below and prefaced by a table of contents referencing table numbers and page numbers. All Submissions must be formatted as a single PDF document with the Respondent's name clearly written on each page and submitted electronically.

1. **Cover Letter and Executive Summary:** A cover letter with an executive summary of the Submission. Shall be no more than three pages, providing:
 - An overview of the property, property ownership and management, and the purchase or lease opportunity (or opportunities).
 - Confirmation that each proposed property satisfies all of Caltrain's minimum specific requirements detailed in Section 2. Please highlight any desired features from Section 2.4.
 - Written acceptance of the Terms and Conditions set forth in Section 6 of this RFI.
 - For leases, three references from current tenants in the property. If there are less than three tenants, please provide tenants from other properties under the property owner/management. The references should include the name of a contact person, title, physical and email addresses, and telephone numbers.
 - Name, title, company, address, phone, email, and signature of Respondent

2. **Table of Contents:** no more than one page indicating the subsection title and page number, including any exhibits.
3. **Property Details:** Submissions for each proposed property will contain all information requested in, and in the order of, Section 3, and shall be no more than five pages per property. If certain information cannot be provided, please note why.
4. **Exhibits:** please include all supporting documentation in one or more exhibit.

4.2. Errors in the RFI

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFI, the Respondent should immediately provide Caltrain with written notice of the problem and request that the RFI be clarified or modified. Without disclosing the source of the request, Caltrain may modify the document prior to the Submission Deadline by issuing an addendum to the RFI.

4.3. RFI Clarifications and Addenda

Caltrain may modify the RFI prior to the Submission Deadline by emailing an addendum to the parties known to be interested in responding. If any party determines that an addendum unnecessarily restricts their ability to bid, they must notify Caltrain in writing no later than seven calendar days prior to the Submission Deadline.

4.4. Withdrawal and Resubmission/Modification of Submissions

A Submission may be withdrawn at any time prior to the Submission Deadline by notifying Caltrain in writing. The notice must be signed by the Respondent. The Respondent may thereafter submit a new or modified Submission, provided that it is received at Caltrain no later than the Submission Deadline. Modification offered in any other manner, oral or written, will not be considered. Submissions cannot be changed after the evaluation process begins, provided that the terms of any lease or purchase may be subject to further negotiation following Caltrain's evaluation process.

4.5. Confidential Material

Caltrain is subject to the California Public Records Act (CPRA). Materials within a Respondent's Submission that qualify for an exception, such as the price and terms of a potential lease or sale, under the CPRA should be conspicuously marked as "CONFIDENTIAL." In their Submissions, Respondents must explain why materials are exempt from the CPRA. If Caltrain determines that materials do not meet the criteria for exemption under the CPRA, the agency reserves the right to contact the Respondent for further discussion. Please note that Caltrain retains the right to make final decisions regarding the disclosure of any materials, and by offering a Submission, Respondent consents to such disclosure. In addition, Caltrain may require Respondents to indemnify Caltrain in the case of legal action arising from the decision.

4.6 Disposition of Materials

All materials contained within Submissions to the RFI will become the property of the Caltrain and will be retained for the agency's official files and become public records pursuant to the CPRA. By submitting a Submission, a Respondent agrees to these terms and waives any right to pursue a

cause of action for damages incurred as a result of the release of any information contained in a Submission.

5. RIGHTS RESERVED TO CALTRAIN

5.1. No Commitment to Award Contract

This RFI does not commit Caltrain to enter into a lease or purchase negotiations, enter into any agreement, or to cover any cost incurred in the preparation of a Submission.

5.2. Right to Accept or Reject Any and All Submissions

Caltrain reserves the right to accept or reject any or all Submissions received as a result of this request, negotiate with any qualified Respondents, or to cancel in part or in its entirety this RFI if it is in the best interest of Caltrain to do so.

5.3. Conflict of Interest

Submissions may not be evaluated if the current activities of the Respondent may rise to an unresolved conflict of interest in connection with the RFI.

5.4. Request for Additional Information

Caltrain reserves the right to request additional information or clarification from Respondents.

5.5. Non-Disclosure of Budget

Caltrain is not obligated to disclose the allotted budget of this RFI or to any Respondent.

6. TERMS AND CONDITIONS

Respondents to this RFI must acknowledge and agree in writing to the following terms and conditions in their Submission.

6.1. Warranties and Representations

The Respondent represents and warrants that all information in its Submission is true and accurate. The Respondent represents and warrants that none of Submission would infringe on the rights of third parties. The Respondent will provide a contact person who is authorized to remedy any non-conformity with this warranty. If any of the Respondent's work is found to be infringing, Respondent will correct the work to be non-infringing at no charge to Caltrain.

6.2. Confidentiality

Caltrain retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Respondent will not issue any public announcements concerning Caltrain without the prior written consent of Caltrain.

6.3. General Provisions

1. **Governing Law.** Any dispute that may arise out of a Submission to this RFI will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.
2. **License.** The Respondent represents and warrants that the Respondent holds a license, permit or special license to represent a property for lease or for sale, as applicable, or is otherwise authorized to do so, and, if applicable, shall keep and maintain all such licenses, permits or special licenses in good standing.

7. EXHIBIT 1 – EXAMPLE OF PREFERRED CALTRAIN HEADQUARTERS PROGRAM

Space	Staff count	No. of Spaces	Unit Area (sf)	Subtotal Area (sf)	Notes
SHARED SPACES					
Lobby		1	1,000	1,000	Security screening, if not provided at building entry, and queuing and gathering space.
Extra Large Conference		1	500	500	For 20 people. Flat panel display, white board and video conference equipment. Locate adjacent to and opening into lobby for larger meetings and gatherings.
Large Conference		2	300	600	For 12 people. Flat panel display, white board and video conference equipment.
Medium Conference		2	200	400	For 8 people. Flat panel display, white board and video conference equipment.
Huddle Room		6	120	720	For 4 people. Flat panel display, white board and video conference equipment. Provide obscure glass and acoustic treatment so easy to see if room is in use but maintain privacy for confidential meetings.
Executive Waiting Area		1	240	240	Locate near Executive Director's Conference Room
Executive Conference		1	225	225	For 8 people. Flat panel display, white board and video conference equipment. Locate near Executive Director's Office. Provide visual and acoustic privacy.
Layout/Collaboration		2	200	400	8 stacked flat files below and layout on top
Phone Booth		3	60	180	For personal phone calls
Hoteling Workstation		5	30	150	For shared and visiting staff
Breakroom		1	1,200	1,200	Kitchenette with casework with counter and cabinets, sink with hot and cold water taps, dishwasher, microwaves, refrigerators, trash/recycling, and vending machines, Stackable tables and chairs for 30-40.

Space	Staff count	No. of Spaces	Unit Area (sf)	Subtotal Area (sf)	Notes
Copy/Print/Plot		1	300	300	1 Plotter, 1 Printer, 1 Long Paper Trimmer, 1 Layout Counter with flat files below and office and Printer supplies in cabinets above. Locate centrally for easy Design and Construction access
Printer		3	30	90	Data and power
Mothers Room		1	125	125	Lounge chair, counter with sink and under counter refrigerator and individual lockable cabinets above. Locate near other shared spaces for easy access.
Quiet (Wellness) Room		1	125	125	Lounge chairs. Locate near other shared spaces for easy access.
Reports & Codes Alcove		1	30	30	
Storage - Files		1	400	400	Files and SWAG
Storage - IT		1	120	120	
Storage		2	60	120	For field equipment and secure files
Data Center		1	120	120	
OFFICE SPACES					
Executive Director Office	1	1	260	260	Office with small meeting area
Senior Staff Office	20	20	120	2,400	Office with two guest chairs. Provide obscure glass and so easy to see if room is in use and acoustic treatment to maintain privacy for confidential meetings.
Staff Workstation	142	142	48	6,816	6 x8 workstation
Assignable Area				16,521	
Suite Circulation & Interior Walls				10,479	
Usable Area				27,000	