



## **TRANSBAY JOINT POWERS AUTHORITY**

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT  
CALIFORNIA DEPARTMENT OF TRANSPORTATION  
CALIFORNIA HIGH-SPEED RAIL AUTHORITY  
CITY AND COUNTY OF SAN FRANCISCO, BOARD OF SUPERVISORS  
CITY AND COUNTY OF SAN FRANCISCO, MAYOR'S OFFICE  
PENINSULA CORRIDOR JOINT POWERS BOARD  
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

**Executive Director: Adam Van de Water**

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### **REQUEST FOR PROPOSALS No. 22-01**

#### **Real Estate Appraisal Services**

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#### **Key RFP Dates**

|   |                          |              |
|---|--------------------------|--------------|
| RFP Issued:                             | January 13, 2022         |              |
| Deadline for Submission of Questions:   | February 3, 2022         | by 2 p.m. PT |
| Answers to Written Questions Posted:    | February 10, 2022        |              |
| Proposals Due:                          | Monday, March 7, 2022    | by 2 p.m. PT |
| Interviews (if required) (Week of):     | March 14, 2022           |              |
| Contract Recommended for TJPA Approval: | Thursday, April 14, 2022 |              |

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**ATTACHMENTS**

Attachment 1: RFP General Conditions

Attachment 2: Model Professional Services Agreement

Attachment 3: Fee Proposal Form

Attachment 4: Disadvantaged & Small Business Enterprise (DBE/SBE) Program Information and Forms:

- Bidders/Proposers Information Request Form (*Required to be submitted with Proposal*)
- Good Faith Efforts Form (*Required to be submitted with Proposal if the SBE utilization goal is not being met*)
- Progress Payment Report
- Subcontractor Payment Declaration
- Final Expenditure Report

Attachment 5: Phase 2/DTX Property List

## **1 INTRODUCTION**

The Transbay Joint Powers Authority (TJPA) issues this Request for Proposals (RFP) for Real Estate Appraisal Services related to planned right-of-way acquisition for Phase 2 (also known as the Downtown Rail Extension (DTX)) of the Transbay Program (Program) from firms (Respondents) with the qualifications and expertise to provide **some or all** of the following services (Services):

- Appraise real property and prepare appraisal reports that meet the requirements of federal and state law;
- Review appraisal reports prepared by others to confirm that such reports meet the requirements of federal and state law; and
- Testify as an expert witness in condemnation trials or other court proceedings.

The TJPA is not looking for consortiums or joint ventures, but rather individual firms that are qualified to perform **some or all** portions of the Services. A firm **may** propose to provide only a portion of the Services; in such case, it should clearly state which portion it proposes to provide in its proposal.

The TJPA plans to enter into one or more contracts for the Services. The TJPA may elect to assign the same or different portions of the Services to different Respondents, depending on the Respondents' areas of expertise and the needs of the TJPA (i.e., one Respondent may be assigned the appraisal scope and another Respondent may be assigned the review appraisal scope; or two Respondents may be assigned the review appraisal scope).

Based on its evaluation of the proposals received in response to this RFP (Proposals), the TJPA may select one or more Respondents to enter into exclusive negotiations for an agreement substantially similar to Attachment 2, Model Professional Services Agreement (Agreement). The Agreement is expected to be for a five-year base term. The TJPA also expects to retain two two-year extension options, exercisable at its sole discretion, to extend the Agreement.

Proposals must be received by the TJPA no later than **2:00 p.m. Pacific Time on Monday, March 7, 2022**. Proposals must be submitted electronically following the Submittal Procedures identified in Section 7 below.

Respondents may obtain copies of this RFP, including the forms to be submitted in the Proposal package, by downloading the document from the TJPA website: [www.tjpa.org](http://www.tjpa.org) > TJPA > Doing Business with the TJPA > Current Contract Opportunities or by contacting the TJPA by email: [RFP@tjpa.org](mailto:RFP@tjpa.org).

The RFP General Conditions (Attachment 1) supplement the provisions of this RFP.

The selection of any Respondent(s) for exclusive negotiations shall not imply the TJPA's acceptance of all terms of Respondent's submittal; terms may be subject to further negotiation.

The TJPA shall have no obligation unless and until a final agreement is entered into by the parties following approval by the TJPA's Board of Directors (TJPA Board). There is no guarantee that the TJPA will issue any notices to proceed (NTPs), and the TJPA may terminate the agreement at any time.

## **2 BACKGROUND**

### **2.1 Transbay Joint Powers Authority**

In April 2001, the City and County of San Francisco (City), the Alameda-Contra Costa Transit District (AC Transit), and the Peninsula Corridor Joint Powers Board (PCJPB) executed a Joint Exercise of Powers Agreement under California law creating the TJPA. The Joint Exercise of Powers Agreement was amended in November 2017 to include the California High-Speed Rail Authority (CHSRA).

The purpose of the TJPA is to design, build, develop, operate and maintain a new transportation terminal and associated facilities in San Francisco, known as the Transbay Program. The member agencies of the TJPA have granted to the TJPA most of their jointly held powers, including the authority to buy and sell property, enter into contracts, and accept and spend grants of cash and property. The TJPA's management functions include contract oversight, policy direction, financing, and investment supervision.

The TJPA coordinates and collaborates with, among others, the following governmental entities: U.S. Department of Transportation and its operating administrations—Federal Railroad Administration, Federal Transit Administration, and Federal Highway Administration; the California Department of Transportation (Caltrans); the California High-Speed Rail Authority; the City; AC Transit; PCJPB (Caltrain); San Mateo County Transit District; and the Golden Gate Bridge, Highway and Transportation District.

The TJPA Board of Directors is composed of directors appointed by each of the following agencies:

- Alameda-Contra Costa Transit District
- City and County of San Francisco, Board of Supervisors (2)
- City and County of San Francisco, Mayor's Office
- Peninsula Corridor Joint Powers Board
- San Francisco's Municipal Transportation Agency
- California High-Speed Rail Authority
- California Department of Transportation, Ex Officio (non-voting)

Subject to such supervisory powers as may be given by the Board to the Chair of the Board, and except as otherwise provided in the Bylaws, the TJPA Executive Director generally supervises, directs, and controls the business and the employees of the TJPA.

## **2.2 Transbay Program**

The Transbay Program is a major infrastructure investment that replaced the former Transbay Terminal at First and Mission streets in San Francisco with a modern regional transit station that connects the Bay Area and ultimately the State of California through eleven transit systems: AC Transit, BART (Bay Area Rapid Transit), Caltrain, Golden Gate Transit, Greyhound, Muni (San Francisco municipal bus lines), SamTrans (San Mateo County Transit), WestCAT (Western Contra Costa Transit) Lynx, Amtrak, Paratransit, and high-speed rail from San Francisco to Southern California.

The Program is being constructed in two phases. Phase 1, which has been delivered, includes design and construction of the above-grade portion of the Transit Center, including a 5.4-acre rooftop park, retail areas, and a public art program; the core and shell of the two below-grade levels of the train station; a bus ramp; a bus storage facility; and a temporary bus terminal (now closed). The Transit Center is now open to the public, and bus services have commenced operations.

Phase 2 of the Transbay Program is planned to include the design and construction of the Downtown Rail Extension (DTX) tunnel, the build-out of the below-grade train station at the Transit Center, an underground station, a pedestrian tunnel connecting the Transit Center with the Embarcadero BART/Muni Metro station, and an intercity bus facility. Phase 2 is currently in the planning and preliminary engineering phases. The Services requested under this RFP are for Phase 2. The timing of pre-acquisition and acquisition service needs by the TJPA will be dependent upon funding availability from a variety of potential sources that may be local, regional, state or federal in nature.

As described in the TJPA's NEPA and CEQA documents for the Transbay Program, the TJPA has identified properties planned for acquisition for the DTX ("Property List") (see Attachment 5). The TJPA currently plans to acquire approximately 12 properties in fee (some partial, some total); permanent subsurface easements under approximately 14 properties; temporary construction easements on approximately 2 properties; and interests that would allow the TJPA to permanently install rock dowels in the subsurface of approximately 27 properties. The Property List, including the number and types of property interests, is subject to change.

The TJPA's real property appraisal reports and review appraisals shall comply with all federal and state laws, regulations, rules, and policy directives concerning appraisals in support of right-of-way acquisition, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC 4601 et seq.; Federal Transit Administration and Federal Highway Administration implementing regulations, 49 CFR Part 24; the California Eminent Domain Law, Code Civ. Proc. 1230.010 et seq.; and all implementing regulations.

The TJPA's website at [www.tjpa.org](http://www.tjpa.org) contains further information about the Program.

## **3 SCOPE OF SERVICES**

Following is a non-exhaustive list of the types of activities for which the selected Respondent(s) would be expected to provide services and expertise on an as-requested basis. As noted above, a firm may propose to provide **some or all** portions of the services:

- I. Appraise Property and Prepare Appraisal Report.**
- A. The Appraiser shall personally inspect each property appraised.
  - B. The Appraiser shall use valuation methodologies recognized by appraisers to produce credible appraisals and shall take into account any covenants, conditions and restrictions or easements benefitting or burdening the property, and any unusual characteristics of the property. The Appraiser shall determine the fair market value of the property based on its highest and best use.
  - C. The Appraiser shall comply with the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics of the American Society of Appraisers.
  - D. The appraisal shall provide the TJPA with the value of the property for use in a negotiated purchase or acquisition by eminent domain.
  - E. The Appraiser shall prepare written, certified appraisal reports. The appraisal reports shall include a final opinion of the fair market value of the property based on the property interest identified in any notice to proceed. The final opinion of value must be a single amount. The appraisal report shall contain all pertinent information supporting the Appraiser's conclusions, including data concerning the subject property, an analysis of the highest and best use, comparable sales data, a clear description of the assumptions and any limiting conditions, qualifications, or omissions, and the method of analysis used in reaching the conclusions. The appraisal report shall be delivered in substantially the following format, subject to any changes requested by the TJPA.

**Introduction.**

- i. Title page with sufficient data to identify the Transbay Program, the subject property being appraised in the report by Assessor's Parcel Number and street address, and the federal project number, if applicable.
- ii. Letter of transmittal addressed to the TJPA's Executive Director with a brief summary of data of value, conclusions, market value, and date of valuation.
- iii. Table of contents.
- iv. Certificate of Appraiser.
- v. Appraisal summary sheet.
- vi. Statement of Limiting Conditions and Assumptions.

**General Data.**

- i. Date of the appraisal and date on which the subject property was inspected.
- ii. Purpose of the appraisal.

**Subject Property Data.**

- i. Description of the subject property site, including zoning, taxes, utilities, mineral deposits, easements, access, location factors, and topographic features.
- ii. Description of any hazardous waste material on the subject property, if known.
- iii. Description of any improvements on the subject property.
- iv. Statement of effect of any existing easements or title encumbrances on market value of subject property. (Preliminary title reports to be furnished by the TJPA.)
- v. Parcel map of the subject property, including delineation of planned acquisition area if less than a full Assessor's parcel.
- vi. Location map of the subject property.

**Valuation Data and Analysis.**

- i. Highest and best use analysis, including discussion of the effect of any dedication and drainage ordinances that may affect the highest and best use of the subject property.
- ii. Comparable sales analysis, including: (a) narrative description of important sales in the subject property area comparable to the subject property; (b) narrative analysis of important comparable sales to the subject property; and (c) table of comparative sales data.
- iii. Value estimate by the comparative sales approaches.
- iv. Value estimated by income approach (if applicable).
- v. Value estimate by cost approach (if applicable).
- vi. Value estimate by developmental (land residual) technique, if useful in a highest and best use analysis or as a cross-check against the other approaches.
- vii. Discussion of any severance damage and project benefits where a partial acquisition is planned.
- viii. Estimate of value of any salvage or excess lands after acquisition.
- ix. Correlation and explanation of a final estimate of market value, summarizing the reasons that support the conclusions.
- x. Interpretation and reconciliation of all value estimates and final statement of value(s).

**Exhibits.**

- i. Appraiser qualifications, including qualifications of appraisers/technicians contributing to the report.

**Certificate of Appraiser.**

- i. Executed by the Appraiser and specifying the following: "[Appraiser] hereby certifies to the TJPA that: 1. I have personally inspected the subject property, and all statements and information in this report are true and correct to the best of my knowledge, subject only to the contingencies and limitations set forth herein. 2. I have no present or contemplated future interest in the property described herein. Neither the employment to make the appraisal, nor the compensation for it, is contingent upon the value of the property. I have not received any fee or payment for this appraisal



except for the fee payable by the TJPA, and I have not agreed to employ or retain the services of any firm or person in connection with this appraisal. 3. This appraisal report has been made in conformity with and is subject to the requirements of the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics of the American Society of Appraisers. 4. All conclusions and opinions concerning the real property that are set forth in the appraisal report were prepared by the undersigned. No change of any item in the appraisal report shall be made by anyone other than the appraiser, and the appraiser shall have no responsibility for any such unauthorized change. 5. All contingent and limiting conditions affecting the analyses, opinions and conclusions contained in this report are expressly contained herein. 6. After weighing the factors reported herein to the best of my knowledge and ability, it is my opinion that, on \_\_\_\_\_ (date), the estimated fair market value of the subject property is: \_\_\_\_\_ (amount).”

- II. Prepare Review Appraisals.** Conduct appraisal review and prepare appraisal review reports, including the following:
- A. Assess the validity and reasonableness of the final valuation conclusions in the appraisal reports. The Review Appraiser should not substitute their judgment for that of the Appraiser preparing the reports.
  - B. Verify the information in the appraisal reports that affects the value of the subject property and require correction of any factual errors in the appraisal reports that may significantly affect value conclusions (e.g., erroneous property area, incorrect zoning, and other inaccurate comparable sales data). Prior to accepting appraisal reports, the Review Appraiser shall require the Appraisers to correct any errors or clarify ambiguous or uncertain data, assumptions, and conclusions, even if the conclusion of value is consider accurate. The Review Appraiser must be familiar with the subject property and comparable sales used in the appraisal reports.
  - C. Determine that the appraisal reports comply with all federal and state law requirements and commonly accepted appraisal standards. If a report does not comply with these standards, the Review Appraiser shall require the Appraiser to revise the report until it complies with those standards.
  - D. Prepare appraisal review reports documenting the Review Appraiser’s findings in a manner that complies with all federal requirements. Among other things, the report should identify each appraisal report as “recommended” (as the basis for the establishment of the amount believed to be just compensation), “accepted” (meets all requirements, but not recommended), or “not accepted.” The Review Appraiser shall recommend a single value rather than a range of values.
  - E. Execute certifications that state the parameters of the review. The certifications shall state the approved value(s), and the amounts believed to be just compensation of the acquisition. The review appraiser must certify that they do not have any direct or indirect, present or contemplated future personal interest in the subject property or in any monetary benefit from its acquisition, that the



estimate has been reached independently, without collaboration or direction, is based on the appraisals prepared by others and any other factual data found to be relevant by the review appraiser, and that the estimate of just compensation excludes items generally held to be non-compensable in eminent domain actions. This certification is required in addition to certification that may be required under the review appraiser's professional organization or state licensing laws.

- F. Report to the TJPA any inconsistency or lack of reliability of appraisal reports and value conclusions on a Transbay Program-wide basis.

**III. Expert Witness.** If requested by the TJPA or its attorneys, the Appraiser prepare oral appraisals to be submitted as evidence in eminent domain actions in the California courts; testify in depositions, trial, and in other court proceedings; and cooperate with counsel for the TJPA to prepare eminent domain actions for trial.

#### **4 MINIMUM REQUIRED SKILLS AND EXPERIENCE**

All Respondents for all or any portion of the Services must meet the minimum requirements stated below:

- I. Minimum Necessary Qualifications.** The following are the minimum necessary qualifications for Respondents to provide Real Estate Appraisal and Appraisal Review Services:
  - A. California Department of Consumer Affairs, Bureau of Real Estate Appraisers License-Certified General.
  - B. At least five (5) years' experience as an expert real property appraiser testifying in eminent domain actions.
  - C. Member of the Appraisal Institute (MAI).
- II. Additional Qualifications.** The following are additional qualifications that the TJPA will consider in selecting a Respondent to provide the Real Estate Appraisal and Appraisal Review Services:
  - A. Successful completion of a course in appraisal of partial acquisitions for public agencies taught by a recognized organization.
  - B. Successful completion of a course on the Uniform Relocation Assistance and Real Property Acquisition Policies Act taught by a recognized organization.
  - C. Successful completion of a course in the California Eminent Domain Law taught by a recognized organization.
  - D. Real property appraisal work for governmental or quasi-governmental agencies in the San Francisco Bay Area in the last three (3) years.
  - E. Experience in the City and County of San Francisco in the last three (3) years appraising: (i) commercial properties; (ii) high- and mid-rise office buildings; (iii) land proposed for development of high- and mid-rise office, residential, or mixed-use buildings; and/or (iv) special use properties.
  - F. Experience as either a party or neutral appraiser on a three-appraiser arbitration panel in the last seven (7) years.

## **5 PROPOSAL REQUIREMENTS**

Proposals shall adhere to the format and page limitations described below in Sections 5.1.1, 5.1.2, and 5.1.3. Documents required by Sections 5.1.4, 5.2, and 5.3 are not subject to page limitations. Proposals shall be submitted electronically in 8½ x 11-inch format; typeface shall be no smaller than 11 point, and margins shall be no less than 1 inch. Elaborate brochures or other presentation materials are not desired and will not be considered in evaluating Proposals.

Proposals shall be organized in the following sequence:

### **5.1 Written Submittal**

#### **5.1.1 Introduction and Executive Summary (1 page limit)**

Submit a letter of introduction and an executive summary of the Proposal. The introductory letter must be signed by a person or persons authorized to obligate the firm to honor the commitments set forth in the Proposal and to verify the accuracy of the information included in the Proposal. Submission of the introductory letter will constitute a representation by the firm that it is willing and able to successfully perform the Services, and that all information contained in the Proposal is true, correct, and not misleading. The introduction should clearly state which portions of the Services Respondent is proposing to perform.

#### **5.1.2 Management Approach (3 page limit)**

Provide a detailed description of how Respondent would approach the work, analyze and solve the problems, and assure that its solutions would be effective. Respondent should outline its anticipated approach for each element of work identified in the Services. The approach should be consistent with the objectives and requirements set forth in the RFP and should address how Respondent will provide the Services immediately upon execution of a contract. Respondents' description of their company business plan and management approach should be a narrative. The TJPA expects Respondents to tailor their services to meet the needs of the TJPA. Respondents should carefully examine Sections 3 and 4 of this RFP, visit the Salesforce Transit Center site, fully inform themselves as to all conditions and limitations, and acquaint themselves with the character and extent of the Services prior to developing their response.

The response should include at least the following:

- A. Organizational chart showing Respondent's overall staffing approach for completing the required work.
- B. Description of the proposed staff that would provide the Services. Identify the principal/lead staff, and other key team members such as associates; describe the role each will play in providing the Services; clearly show the extent and nature of the involvement of the key individuals who would provide the Services.
- C. Declaration of Respondent's ability and willingness to commit and maintain staffing, both number and level, to successfully conclude the engagement being proposed. Identified key individuals may not be substituted with other personnel or reassigned to another project without the TJPA's prior approval.
- D. Description of Respondent's approach to providing the Services. Explain Respondent's understanding of the Transbay Program and the Services. Describe how

Respondent would tailor its services to meet the needs of the TJPA. Explain how and to whom tasks will be assigned and how the work and budget will be managed.

**5.1.3 Relevant Experience and Past Performance (3 page limit)**

Provide a narrative description of Respondent's company history, experience and qualifications. The narrative should clearly describe how Respondent meets each of the minimum qualifications specified in Section 4.

Submit information listing relevant contracts concerning public infrastructure projects handled within the last five years by the team proposed to be assigned to provide the Services.

The experience and qualifications of the key personnel who directly provide Services will be evaluated. Provide key staff names, titles, business addresses, phone numbers, email addresses, and brief resumes describing the relevant qualifications and work experience. (The length of resumes must be shortened if necessary, to avoid exceeding the maximum page limit established for this section.)

Include any additional information that demonstrates Respondent's qualifications to perform the Services and successful completion of similar services for other public agencies.

**5.1.4 References (No page limit)**

Provide references for five (5) recent clients (preferably other public agencies) of Respondent and/or any assigned key individuals; include the client names and addresses, contact persons, telephone numbers, email addresses, and specific projects with dates of engagement.

**Respondent must provide current email for all contacts.**

**5.2 Fee Proposal**

Respondent's may propose (a) a time and materials fee structure or (b) a fixed fee structure. The TJPA will select the proposal that represents the best value to the TJPA, balancing qualifications, approach to providing services, and price.

Submit a fee proposal including a total proposed budget (or not to exceed amount) for performing the Services. If submitting a time and materials fee structure, the fee proposal shall include a cost and rate breakdown on the Fee Proposal Form (see Attachment 3), including the names, titles, estimated number of hours, and hourly rates of the individuals that would be assigned to provide the Services. If submitting a fixed fee structure, the fee proposal shall provide a fee per task to the extent the Services can be segregated into discrete tasks.

The fee proposal should clearly identify any anticipated out of pocket costs or reimbursable expenses; such costs should be identified in the total proposed budget.

Respondents should identify any assumptions or limiting conditions in the fee proposal and budget.

### **5.3 Other Required Documents**

Respondents shall complete the forms described below and submit them as part of the Proposal:

- A. Fly America Certification, New Restrictions on Lobbying Certification, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Attachment 2 – Appendix D)
- B. Disadvantaged/Small Business Enterprise Program Requirements – Bidders/Proposers Information Request Form (Attachment 4)
- C. Good Faith Efforts Form (if the SBE utilization goal is not being met) (refer to Section 11.3)
- D. Respondent’s nondiscrimination program or equal employment opportunity policy statement

## **6 RESPONDENT EVALUATION PROCESS**

The TJPA intends to select one or more Respondent(s) that are qualified to perform the scope of Services listed in this RFP. The TJPA’s selection committee will review and evaluate the Proposals. The selection committee will ensure that the Proposal meets all of the requirements identified in this RFP. The selection committee will score the Proposals in accordance with the criteria and methodology described in this RFP. The Respondent(s) that receives the highest score in the selection process will be selected to negotiate an Agreement with the TJPA; the TJPA Board must approve the Agreement in its sole discretion.

### **6.1 Step One: Written Proposal**

#### **6.1.1 Satisfaction of Minimum Requirements**

Proposals will be evaluated to ensure that Respondent has demonstrated compliance with each of the requirements described in Section 4, Minimum Required Skills and Experience. Any Proposal that does not meet the minimum requirements will be automatically rejected, and the selection committee will not evaluate the remainder of the Proposal.

#### **6.1.2 Proposal Evaluation and Ranking**

Proposals that satisfy the minimum requirements will be scored as follows:

|  |                     |
|--|---------------------|
| Introduction and Executive Summary       | No points allocated |
| Management and Approach                  | 35 points           |
| Relevant Experience and Past Performance | 25 points           |
| References                               | 15 points           |
| Fee Proposal                             | 25 points           |

The maximum total score possible on the written proposal is 100 points. Respondent Proposals will be ranked according to total score. The selection committee may shortlist those Proposals that meet a minimum score, as determined by the selection committee (Finalist Respondents). Finalist Respondents may be invited to participate in a final selection process. The final selection process may include the submission of additional information and/or participation in an oral interview.

## **6.2 Step Two: Oral Interview**

The TJPA may invite the Finalist Respondents to participate in oral interviews at a specified time, date, and location. (It is currently anticipated that remote/video interview attendance would be permitted). The TJPA shall impose a time limit for each oral interview. During the oral interview, the Finalist Respondents may be required to deliver a brief presentation, and may be required to respond to questions from the selection committee, including questions concerning the Respondent's Proposal and presentation. The proposed key individuals of the Finalist Respondent's team will be expected to actively participate in the interviews and to respond to the selection committee's questions. The selection committee will assign points to each Finalist Respondent based on the oral interview up to a maximum of 50 points.

At the conclusion of the oral interviews, the selection committee will combine the scores for the Proposal and oral interview for each Finalist Respondent. The highest-ranking Finalist Respondent will be selected to negotiate an agreement with the TJPA. In the event of a tie, the TJPA may elect, in its absolute and sole discretion, to break the tie by conducting a tiebreaker between the tied Finalist Respondents.

In the event that agreement cannot be reached with the highest-ranking Finalist Respondent as determined by the TJPA staff in its sole discretion, then negotiations may be entered into with other Finalist Respondents in the order of their ranking. There shall be no binding agreement with any Finalist Respondent unless and until approved by the TJPA Board, at its sole discretion.

## **7 SUBMITTAL PROCEDURES**

Electronic proposals in Adobe PDF format must be received by the TJPA via email or a link to e-file share site at [RFP@tjpa.org](mailto:RFP@tjpa.org) no later than **2:00 p.m. Pacific Time on Monday, March 7, 2022**.

Proposals that are not received by the time and date specified herein, do not contain all the required information and completed forms, or do not meet the minimum qualifications may be deemed non-responsive and rejected.

Beginning on the date this RFP is issued and made available to prospective Respondents, there will be no communications concerning this RFP between members of the TJPA Board, TJPA staff, other consultants already engaged by the TJPA or members of the selection committee and prospective Respondents and their employees or agents, except as provided herein. Any violations of the above restriction will result in the immediate disqualification of the Respondent making said contact from further participation in the Transbay Program. This restriction will end when TJPA issues a notice of intent to award/notice of proposed award of a contract (or cancels the procurement).

Questions about the RFP may be directed in writing to:

Transbay Joint Powers Authority  
425 Mission Street Suite 250

San Francisco, CA 94105  
Email: [RFP@tjpa.org](mailto:RFP@tjpa.org)

All questions received by the time and date noted in the RFP schedule as the deadline for submission of questions will be responded to in writing.

Respondents are to promptly notify [RFP@tjpa.org](mailto:RFP@tjpa.org) if Respondent discovers any ambiguity, discrepancy, omission, or other error in this RFP (see Attachment 1, RFP General Conditions, Item C.)

As set forth in Attachment 1, Item D, Respondents may telephone the TJPA at (415) 597-4620 before submitting a Proposal to determine if the Respondent has received all addenda.

## **8 SCHEDULE AND ADDENDA**

See the key RFP dates listed on the title sheet of this RFP.

The TJPA may modify this RFP prior to the date Proposals are due by issuing written addenda. Addenda will be posted on the TJPA's website ([www.tjpa.org](http://www.tjpa.org) > TJPA > Doing Business with the TJPA > Current Contract Opportunities). For parties who requested a hard copy of the RFP by regular mail, addenda may be sent to them via regular, first class U.S. mail. For firms registered on the TJPA's website to receive notice of addenda, the TJPA will make reasonable efforts to notify potential Respondents via email in a timely manner of the posting of addenda on the website. In either case, the last known address of each firm listed with the TJPA will be used. All parties, regardless of how they obtained the RFP, are solely responsible for ensuring the receipt of any and all addenda, and should therefore check the website before submitting their Proposals to ensure receipt of all addenda, and to ensure their Proposals respond to any such addenda.

## **9 STANDARD AGREEMENT PROVISIONS**

Following negotiations, the selected Respondent will be expected to enter into a professional services agreement substantially in the form of the Model Professional Services Agreement (Attachment 2). Failure to timely execute the Agreement, or to furnish any and all insurance certificates and other materials required in the Agreement, will be deemed an abandonment of Respondent's contract offer.

Respondents are urged to pay special attention to the requirements of the Minimum Compensation Ordinance and the Health Care Accountability Ordinance. The Minimum Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P, requires contractors to provide employees covered by the Ordinance who do work funded under the Contract with hourly gross compensation and paid and unpaid time-off that meet certain minimum requirements. The Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q, requires contractors to provide health care coverage to certain employees or pay amounts in lieu thereof. Contractors should consult the San Francisco



Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the MCO and HCAO is available at <https://sfgov.org/olse>.

Respondents are also urged to note Section 4 of the Model Professional Services Agreement; to minimize the potential for a conflict of interest or unfair competitive advantage, the Appraiser and Review Appraiser are required to agree that during the term of the contract with the TJPA they shall not enter into a contract with any property owner with respect to any property that is planned for acquisition by the TJPA on the Property List, and any properties that are subsequently added to this list.

TJPA will not negotiate different terms in the Model Professional Services Agreement if exceptions are not clearly noted within the Respondent's Proposal.

## **10 AUTHORIZATION OF CONSULTANT'S WORK**

Once the Agreement is executed, any resulting work will be assigned to the selected Respondent (Consultant) by the TJPA through NTPs. It is anticipated that the first NTP will be issued in calendar year 2022.

## **11 DISADVANTAGED BUSINESS ENTERPRISE (DBE) / SMALL BUSINESS ENTERPRISE (SBE)**

It is the policy of the TJPA to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of Department of Transportation (DOT)-assisted contracts. It is the intention of the TJPA to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to the TJPA's construction, procurement and professional services activities.

Pursuant to 49 CFR Section 26.13, the TJPA is required to make the following assurance in every DOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the TJPA deems appropriate.

The TJPA recommends that Respondents review the TJPA's DBE Program and SBE Programs, available on the TJPA website: <http://www.tjpa.org> > TJPA > Doing Business with the TJPA.

Pursuant to the monitoring requirements outlined in both the DBE Program and the SBE Program, each Respondent will be required to complete and submit the TJPA's Bidders/Proposers Information Request Form with its Proposal, regardless of DBE/SBE participation. Upon award of the contract, Respondent will be required to submit the TJPA's Progress Payment Report with every invoice request, the Subcontractor Payment Declaration as proof of payment



to any subcontractors, and the Final Expenditure Report with the completion of the contract. These forms are attached to this RFP and are available on the TJPA website: <http://www.tjpa.org> > TJPA > Doing Business with the TJPA.

### **11.1 Equal Employment Opportunity**

The TJPA encourages Respondents to actively recruit minorities and women for their respective workforces. The TJPA requests copies of any nondiscrimination or equal opportunity plans that the Respondents have in place.

### **11.2 DBE Participation**

The TJPA has a race-neutral DBE Program and there is no DBE goal on this contract; however, Respondents are encouraged to obtain DBE participation and should refer to the section below for information about any mandatory SBE utilization goal.

### **11.3 SBE Utilization Goal**

The TJPA has established the following SBE utilization goals for each portion of the Services:

- 15.7% for the Real Estate Appraisal Services
- 15.7% for the Real Estate Appraisal Review Services

Respondents are encouraged to obtain SBE participation for this contract. TJPA accepts certifications from the following as SBEs: any state's Unified Certification Program, California Department of General Services, and the San Francisco Contract Monitoring Division.

### **11.4 Questions Regarding DBE/SBE**

Written questions concerning DBE/SBE/nondiscrimination requirements should be addressed to:

Ms. Anna Tang  
Transbay Joint Powers Authority  
425 Mission Street, Suite 250  
San Francisco, CA 94105  
Email: [RFP@tjpa.org](mailto:RFP@tjpa.org)

## **12 LEVINE ACT**

The Levine Act (Government Code § 84308) is part of the Fair Political Practices Act that applies to elected officials and their alternates who serve on appointed boards, such as the TJPA Board.

The Levine Act prohibits any TJPA Board member (including a Board member's alternate) or officer who has received \$250 or more from an applicant for a contract with the TJPA within the previous twelve months from participating in or influencing the decision on awarding that contract. The Levine Act also requires a Board member or officer of the TJPA who has received such a contribution to disclose the contribution on the record of the proceeding in which a contract is being considered. In addition, TJPA Board members and officers are prohibited from

soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before the TJPA and for three months following the date a final decision concerning the contract has been made.

Each Respondent must disclose any contributions of \$250 or more that it has made to a TJPA Board member or officer within the twelve-month period preceding the submission of its Proposal. This requirement applies to the Respondent, as well as to any member firm or individuals on the Respondent's team, subsidiaries, parent companies, other firms associated with the Respondent and agents of the Respondent. If such a contribution has been made, Respondent must provide to the TJPA's Executive Director a written statement setting forth the date and amount of said contribution(s). The Executive Director must receive this information at the same time the Proposal is received.

Members of the [TJPA Board of Directors](#) are:

|                                    |                            |
|------------------------------------|----------------------------|
| Jeff Gee, Chair                    | No Alternate               |
| Rafael Mandelman, Vice Chair       | Tilly Chang, Alternate     |
| Elaine Forbes                      | No Alternate               |
| Alicia John-Baptiste               | Tilly Chang, Alternate     |
| Boris Lipkin                       | Bruce Armistead, Alternate |
| Diane Shaw                         | Elsa Ortiz, Alternate      |
| Jeffrey Tumlin                     | Gwyneth Borden, Alternate  |
| Dina El-Tawansy, <i>Ex Officio</i> | No Alternate               |

## **13 PROTEST PROCEDURES**

### **13.1 Protest Submittal**

A protest describing the nature of the disagreement must be submitted in writing to the TJPA no later than five (5) days following notification of proposed award. The letter of protest shall contain a description of the protest and shall be signed and dated. Protests shall be addressed to:

Executive Director  
Transbay Joint Powers Authority  
425 Mission Street, Suite 250  
San Francisco, CA 94105  
Email: [info@tjpa.org](mailto:info@tjpa.org)

### **13.2 Executive Director's Decision Final**

The Executive Director shall inform the protester in writing of the decision, stating the reasons for the decision, and responding at least generally to each material issue raised in the protest. The Executive Director's letter to the protester shall state that the protester may contact the Executive Director to discuss the response, and the protester has the right to address the TJPA Board on the date when the contract is calendared to be awarded if the Executive Director denies the protest. The decision of the Executive Director is final. Subject to the provisions of Section 13.3, the

protester may seek a remedy in state or federal court, as appropriate, from the final action of the TJPA.

### **13.3 Protest to FTA**

FTA may only entertain a protest that alleges that the TJPA (1) failed to have written protest procedures; (2) failed to follow its written protest procedures; or (3) failed to review a complaint or protest. A protest to FTA must be received by the cognizant FTA regional office or headquarters within five (5) working days of the date the protester knew or should have known of the violation. A protester must exhaust all administrative remedies with the TJPA before pursuing a protest with FTA.