



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: Mark Zabaneh

REQUEST FOR PROPOSALS No. 20-04

Landscape Maintenance

Key RFP Dates

| | | |
|---|---------------------------|-----------|
| RFP Issued: | Monday, April 27, 2020 | |
| Deadline for Submission of Questions: | Monday, May 18, 2020 | by 2 p.m. |
| Answers to Written Questions Posted: | Monday, June 1, 2020 | |
| Proposals Due: | Monday, June 22, 2020 | by 2 p.m. |
| Interviews: | Tuesday, July 14, 2020 | |
| Contract Recommended for TJPA Approval: | Thursday, August 13, 2020 | |

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ATTACHMENTS

- Attachment 1: RFP General Conditions
- Attachment 2: Model Professional Services Agreement
- Attachment 3: Fee Proposal Form
- Attachment 4: Federal Transit Administration Requirements and Certifications Required to be Submitted with Proposal
- Fly America Certification
 - New Restrictions on Lobbying Certification
 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Attachment 5: Disadvantaged & Small Business Enterprise Program Information and Forms:
- Bidders/Proposers Information Request Form (to be submitted with Proposal)
 - Good Faith Efforts Form (to be submitted with Proposal if applicable)
 - Progress Payment Report
 - Subcontractor Payment Declaration
 - Final Expenditure Report

REFERENCE DOCUMENTS

- Transbay Roof Park Landscape Maintenance Manual
- Transbay Roof Park Standard Operating Procedure
- Sprinkler and drainage as-built plans
- Contract Specification 32 01 90, Landscape Maintenance Period

The above reference documents may be obtained via the following file sharing link:

<https://transbaycenter.box.com/s/2ynxswpgwe8vf40n7m5yefgjvh4v6u99>

1 INTRODUCTION

The Transbay Joint Powers Authority (TJPA) issues this Request for Proposals (RFP) for on-going Landscape Maintenance (Services) for the Transbay Program (Program) from firms with experience in commercial landscape maintenance (Respondent).

The TJPA is seeking competitive proposals for a landscape maintenance contractor (Contractor) to provide on-going landscape maintenance services for the Salesforce Transit Center (rooftop park and ground level Natoma Street planters). The landscape is currently maintained under a warranty contract with the original landscape contractor. That warranty period maintenance contract will be complete October 17, 2020. This landscape contract shall begin October 18, 2020.

The TJPA plans to enter into a single contract for the Services described in Section 3.0, Scope of Services. Based on its evaluation of the proposals received in response to this RFP (Proposals), the TJPA may select one Respondent to enter into exclusive negotiations for an agreement substantially similar to Attachment 2, Model Professional Services Agreement (Agreement). The Agreement will be for a three-year base term. The TJPA retains two 1-year extension options, exercisable at its sole discretion, to extend the Agreement with the successful Respondent, if a contract award is made.

The selection of any Respondent for exclusive negotiations shall not imply the TJPA's acceptance of all terms of the 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.

Proposals must be received by the TJPA no later than 2:00 p.m. on June 22, 2020. Proposals submitted electronically should be emailed to RFP@tjpa.org; hardcopy proposals should be delivered to the following address:

Transbay Joint Powers Authority
425 Mission Street, Suite 250
San Francisco, CA 94105

Proposals delivered by hand must be received at the TJPA's office located in the transit center, which is accessible via the Beale Street elevators between Mission and Howard streets. Please do not leave proposals at the transit center's mail room or loading dock.

Responses to this RFP that are not received by the time and date specified, do not contain all the required information and completed forms, or do not meet all minimum qualifications shall be deemed non-responsive and rejected without consideration.

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: <http://www.tjpa.org> > TJPA > Doing Business with the TJPA > Current Contract Opportunities or by contacting the TJPA, 425 Mission Street, Suite 250, San Francisco, CA 94105, (415) 597-4620, email: RFP@tjpa.org.

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 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 TJPA has been granted primary jurisdiction with respect to all matters pertaining to the financing, design, development, construction, and operation of 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; San Mateo County Transit District; and 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)

Mr. Mark Zabaneh is the TJPA's Executive Director.

The TJPA's Asset Manager programs, leases, and manages the transit center's commercial space, oversees a maintenance program for all spaces associated with the transit center, and coordinates with the East Cut Community Benefit District Owners' Non-Profit Association

Board of Directors for the operation of the park on the roof of the transit center. The Asset Manager programs and manages promotional events and private events within the transit center and park, as well as events serving the surrounding community. The Asset Manager is also responsible for operating a high impact digital signage program.

The TJPA has entered into an agreement with salesforce.com, providing salesforce.com, among other benefits, the right to name the new transit center, the rooftop park, and the amphitheater; these facilities are called the “Salesforce Transit Center,” “Salesforce Park,” and “Salesforce Amphitheater,” respectively. The transit center opened to the public in 2018. The Naming Rights Agreement imposes requirements and obligations relative to the name of, references to, and logos associated with the transit center. Any selected contractor will be expected to comply with the procedures, restrictions, and requirements developed by the TJPA related to implementation of its obligations under the Naming Rights Agreement, and the terms for the contractor’s use of the name and logos associated with the transit center.

2.2 Program Summary

The Program is a major infrastructure investment to replace the former Transbay Terminal at First and Mission streets in San Francisco with a modern regional transit station that will connect eight Bay Area counties and 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 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 new bus ramp; a bus storage facility; and a temporary bus terminal. Construction of the transit center is substantially complete, the building is open to the public, and bus services have commenced operations.

The Downtown Rail Extension (DTX) tunnel, the build-out of the below-grade train station at the transit center, a new underground station, a pedestrian tunnel connecting the transit center with the Embarcadero BART/Muni Metro station, and an intercity bus facility are planned as Phase 2 of the Program. Phase 2 is currently in the planning and preliminary engineering phases.

Salesforce Park

Salesforce Park is a verdant green space in the center of the bustling Transbay District in downtown San Francisco. The 5.4-acre park includes twelve gardens representing the botanical variety from around the world. The plantings include approximately 60 tree species, and approximately 260 understory species, creating a landscape where visitors are immersed in a natural setting. The park receives thousands of visitors per day, with a peak (typically around lunchtime) of 500–1500 visitors. Refer to figures 1 and 2.



Figure 1. Plan view of Salesforce Park



Figure 2. View of Salesforce Park, looking west, 2019

The TJPA's website at www.tjpa.org contains further information about the Program.

3 SCOPE OF SERVICES

Horticultural variety is one of the park's main attractions. The selected Respondent (Contractor) shall be experienced in maintaining a variety of plant types and species according to their differing horticultural requirements, following industry best practices and the standards set out in this RFP, including the standards established in the Transbay Roof Park Maintenance Manual (Maintenance Manual) and the relevant highlighted sections of the contract specification for landscape maintenance. Refer to the Reference Documents.

The Contractor shall have a maintenance crew on site a minimum of twice a week to perform the needed landscape maintenance work. Maintenance work will vary by plant needs and seasons, and crews may need to be on site for additional days per week when seasonal needs require. The Contractor will furnish all labor, materials, tools, supplies, and equipment needed to complete the scope of work.

3.1 Regular Landscape Maintenance Tasks

Lawns

- Weekly mowing and edging, with frequency adjusted seasonally
- Clippings to be removed off-site
- Overseeding
- Fertilization
- Aeration

Fescue Meadow Grass

- Mowing at a frequency to maintain a clipped height that allows people to walk and sit on the fescue areas, as described in the Maintenance Manual
- Clippings to be removed off-site
- Overseeding
- Fertilization
- Dethatching
- Pest and weed control

Groundcovers/shrubs

- Pruning as specified in the Maintenance Manual
- Pruning as needed for safety, including maintaining ADA accessibility and sight lines for security cameras
- Edging
- Seasonal deadheading and dethatching
- Fertilization when necessary
- Pest and weed control
- Removal and replacement, if groundcovers or shrubs are not thriving, as specified in the Maintenance Manual

Contractor will provide the TJPA with an itemized cost of plant material needing replacement for review, approval, execution and reimbursement.

Vines

- Pruning as needed to keep vines clear of doorways, mechanical shafts, and operational signs and equipment

Trees

- Pruning as specified in the Maintenance Manual
- Pruning as needed for structural stability and safety, including maintaining ADA accessibility and sight lines for security cameras

All structural pruning of trees shall be performed with a full time Arborist on-site.

- Removal and replacement, if a tree is not thriving, as specified in the Maintenance Manual (see Section 3.3)

Contractor will provide the TJPA with an itemized cost of plant material needing replacement for review, approval, execution and reimbursement.

- Soil moisture level monitoring around the rootball
- Tree canopy monitoring for plant health

Soil Testing

- Soil testing for moisture content and plant nutrient availability for plants that are not performing well
- Soil testing to determine the need for fertilizer or increased or decreased irrigation

Testing shall occur prior to the application of fertilizer.

- Soil fertility monitoring

Irrigation

- Regular checking/cleaning of irrigation system
- Regular adjustment of irrigation controllers for efficiency and for plant/tree health
- Hand-watering of plants and trees when needed with new plantings or for optimal plant growth

Fertilization

- Seasonal fertilization as needed for optimal plant health

Plants should grow well with little fertilization, and fertilization should only be used to ensure health and moderate growth.

Lawns will require more frequent fertilization for optimal health and growth as described in the Maintenance Manual.

Pest Control

- Monitoring for pests
- Application of pest control when needed (see Section 3.6)

Debris Removal

- Debris from lawn, shrub, and tree clippings and seasonal leaf debris on pathways and lawns shall be bagged, removed, and disposed of off-site. (See Section 3.5)

Staking & Root Ball Anchors

- Newly planted replacement trees may require additional support.
- Staking must be done with caution and with an understanding of the depth of soil at each planting location to avoid damaging the foam or the bottom of the planting basin.

Mulching

- Mulch in exposed soil areas, both in the planting beds and in the gravel under the tree grates in the plaza, shall be replaced annually, if needed.

The Contractor will provide the TJPA with an itemized cost of plant material needing replacement for review, approval, execution and reimbursement.

Vandalism or damage

- Report any indication of vandalism or damage immediately to the TJPA representative.

Drainage structures

- Check/clean clean-outs, area drains, etc., regularly.

3.2 Monthly Meeting and Report

The Contractor's Project Manager and Landscape Maintenance Foreman will attend a monthly in-person, onsite meeting and walk-through with the TJPA representative. The purpose of the monthly meeting will be to talk through major landscape maintenance milestones, track the health of the plants and trees, and talk about planned maintenance activity for the coming month, including any pesticides or fertilizers that are to be used. The Contractor will document the monthly meeting in a report; the report will include pictures that show plant progress, pest and maintenance issues, any pesticides and fertilizers to be used, and general maintenance performance.

The Contractor will submit the report to the TJPA representative within five business days of the monthly meeting.

3.3 Changes in Plant and Tree Species

If a plant or tree is failing, the Contractor will replace it in kind per the Maintenance Manual. If plants of a specific species continue to fail after replacement, or the Contractor determines that

the plants are failing because of a design issue (i.e., the plant species is not doing well because of environment or location), the Contractor will request permission to substitute an alternate species. The Contractor will make a recommendation, potentially with the assistance of a certified Arborist.

The Contractor will provide the TJPA with an itemized cost of plant material needing replacement for review, approval, execution and reimbursement.

3.4 Arborist Services

The Contractor will bring in a certified Arborist twice a year at a minimum to assess and track tree health. The Contractor will use the same Arborist for the biannual visits to ensure continuity. All structural pruning of trees shall be performed with a full time Arborist on-site.

3.5 Site Access, Storage, and Security

The Contractor's crews will be issued security badges and will use a designated service elevator located in the western area of the park to bring up necessary equipment and to remove greenwaste. A shared secured storage space measuring approximate 40 feet x 7 feet will be available in the lower level of the transit center (B1 level). The space includes one 110V duplex outlet. A small fire cabinet will be provided for fuel storage. The Contractor will furnish the TJPA with a list of equipment that will be typically stored on site.

3.6 Pest Management

The Contractor is to use integrated pest management (IPM). IPM is an approach to pest control that requires regular monitoring to determine when treatments are needed and employs physical, mechanical, cultural, biological, and educational tactics to keep pest numbers low enough to prevent intolerable damage or annoyance. The least-toxic chemical controls are used as a last resort. Fertilizers and pesticides will be applied during off-hours (generally between 9 p.m. and 5 a.m.) to minimize the public's exposure. The Contractor shall notify the TJPA representative in advance of all required chemical applications.

3.7 Regulatory Requirements

The Contractor must meet the requirements of applicable laws, codes, and regulations required by authorities having jurisdiction over the work. The Contractor must obtain the necessary permits and inspections required by federal, state, or local authorities in furnishing, transporting, and applying chemicals. The Contractor must submit a record of herbicides, insecticides, and disease control chemicals used to the San Francisco County Agricultural Commissioner's Office, as required by law.

3.8 Emergencies

The Contractor shall respond during off hours to onsite landscape equipment or facility emergencies, such as downed trees or irrigation malfunctions. A crew shall be dispatched to attend to the issue as soon as possible and within no more than 12 hours.

3.9 Personnel

Contractor will have a designated Project Manager, Landscape Maintenance Foreman, and Landscape Maintenance Crew. The personnel shall remain consistent, and the TJPA representative shall be made aware if there are significant changes to the designated personnel.

4 MINIMUM REQUIRED QUALIFICATIONS, SKILLS AND EXPERIENCE

The following are the minimum requirements for firms responding to this RFP:

- Demonstrated experience in the maintenance of commercial landscape projects of similar size and scope; ability to provide owner references
- Thoroughly familiar with and trained to competently and efficiently execute the type of work described in Section 3.0, Scope of Work, including training in integrated pest management, turf management, entomology, pest control, soils, fertilizers and plant identification
- Experience maintaining landscape projects in San Francisco
- Directly employ all staff assigned to the project, including the Project Manager, Landscape Maintenance Foreman, and Landscape Maintenance Crew members, and supervise the work force at all times
- Demonstrated experience in landscape maintenance supervision
- Commit to providing the same Landscape Maintenance Foreman throughout the three-year contract period and to notifying the TJPA's representative of changes in personnel
- Ability to provide proper identification for landscape maintenance firm's labor force

The following are the minimum qualifications for Arborists:

- ISA-certified: Have one or more of the following three qualifications: (i) ISA-Certified Arborist, (ii) ASCA Registered Consulting Arborist, and/or (iii) ISA Board-Certified Master Arborist
- Experience working in San Francisco
- Experience working with trees planted on a structure
- Familiarity with Salesforce Transit Center's plant and tree species list
- Arborist shall have proven experience in early structural pruning as referenced in:
 - Training Young Trees for Structure and Form published by the UC Cooperative Extension and the Third Edition
 - Best Management Practices — Tree Pruning Companion publication to the ANSI A300 Part 1: Tree, Shrub, and Other Woody Plant Maintenance - Standard Practices, Pruning published by the International Society of Arboriculture
- Five or more projects in the Bay Area demonstrating experience in early structural pruning

5 PROPOSAL REQUIREMENTS

Proposals shall adhere to the format and page limitations described below in Section 5.1. Documents required by Section 5.2, 5.3 and Section 5.4, however, are not subject to page

limitations. Proposals shall be printed on 8½ x 11-inch recycled paper, and use both sides of a page (each side counts against the page limit); 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, Table of Contents and Executive Summary (2 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 (or firms if a joint venture) to honor the commitments set forth in the Proposal package and to verify the accuracy of the information included in the Proposal. Submission of the introductory letter will constitute a representation by the firm or joint venture that it is willing and able to successfully perform the Services, and that all information contained in the Proposal package is true, correct, and not misleading.

5.1.2 Approach to Providing Services (5 page limit)

Describe the Respondent firm's approach to providing the Services. Respondents should demonstrate an understanding of the engagement requirements approach to the work. Describe how the Respondent would tailor its services to meet the needs of the TJPA.

Provide a declaration of the Respondent firm'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.

5.1.3 Qualifications and Experience (10 page limit)

Provide a brief description of the Respondent firm and describe how the Respondent firm meets the minimum requirements described in Section 4.0. Be as specific as possible. Provide a general statement of the firm's total size, as well as staff size of the local or regional office proposing to perform the Services.

Describe the Respondent firm's background and experience in providing landscape maintenance services to a governmental organization similar to the TJPA. Provide a list of local governmental agencies and relevant industry clients of the local or regional office over the past five years. Indicate each organization's name and address, contact person, phone number, email, nature of services provided, dates of engagement, and the names of the Respondent firm's staff who worked on these engagements.

Describe the proposed staff that would provide the Services. Specifically, provide their names, titles, business addresses, phone numbers, email addresses, and brief résumés describing the relevant qualifications and work experience. (The length of résumés must be shortened if

necessary to avoid exceeding the maximum page limit established for this section.) Describe the role each staff member would play in providing the Services. Clearly show the extent and nature of the involvement of the key individuals who would provide the Services.

The Arborist shall submit a list of five or more projects in the Bay Area demonstrating experience in early structural pruning.

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

5.1.4 References

Provide references for at least five recent clients (preferably other public agencies) of the Respondent and/or any assigned key individuals; include the current reference names, addresses, telephone numbers, email addresses, and specific projects.

5.2 Fee Proposal

Submit a proposed annual budget range for performing the Services. The fee proposal shall include a cost and rate breakdown on the Fee Proposal Form (see Attachment 3). Please use a separate form for each fiscal year budget.

5.3 Other Required Documents

Respondents shall complete the forms described below and submit them as part of the Proposal. Required forms are included in Attachments 4 and 5.

- A. Fly America Certification, New Restrictions on Lobbying Certification, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Attachment 4)
- B. Disadvantaged/Small Business Enterprise Program Requirements – Bidders/Proposers Information Request Form (Attachment 5)

A Good Faith Efforts Form must be submitted if the SBE utilization goal is not being met (refer to Section 11.3). Respondents shall also submit a copy of the Respondent firm's nondiscrimination program or equal employment opportunity policy statement.

6 RESPONDENT EVALUATION PROCESS

The TJPA intends to select one Respondent. The TJPA's selection committee will review and evaluate the Proposals. The selection committee will score the Proposals in accordance with the criteria and methodology described in this RFP. The Respondent that receives the highest score in the selection process will be selected to negotiate an Agreement with the TJPA.

6.1 Step One: Proposal

6.1.1 Satisfaction of Minimum Requirements

Proposals will be evaluated to ensure that the Respondent has demonstrated compliance with each of the requirements described in Section 4.0, Minimum Required Qualifications, 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:

| | |
|------------------------------------|-----------|
| Approach to Providing the Services | 30 points |
| Qualifications and Experience | 30 points |
| References | 10 points |
| Cost | 30 points |

The maximum total score possible is 100. Respondent Proposals will be ranked according to total score. The selection committee will shortlist those Proposals that meet a minimum score, as determined by the selection committee (Finalist Respondents). Finalist Respondents will be invited to participate in the 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: Interview

The TJPA may invite the Finalist Respondents to participate in oral interviews at a specified time, date, and location. 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 will 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 100 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 a professional services 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 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

Proposal must be received by the TJPA no later than **2:00 p.m. on June 22, 2020**. Proposals submitted electronically shall be in Adobe PDF (Portable Document Format) and sent via email or file sharing link to RFP@tjpa.org. Respondents who elect to provide physical copies of their Proposal, shall submit one hardcopy and a USB drive containing the Proposal in PDF, to the following address:

Transbay Joint Powers Authority
425 Mission Street, Suite 250
San Francisco, CA 94105

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.

Proposals delivered by hand should be brought directly to the TJPA's office at 425 Mission Street, Suite 250, which is accessible via the Beale Street elevators between Mission Street and Howard Street.

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. Questions about the RFP may be directed in writing to the TJPA's Executive Director. The Executive Director will consider all questions received by the close of business on the date noted in the RFP schedule as the deadline for submission of questions and, as appropriate, respond in writing. Any violations of the above restriction will result in the immediate disqualification of the Respondent making said contact from further participation in the Program. This restriction will end when contract award notification has been made.

Questions about the RFP may be directed in writing to:

Transbay Joint Powers Authority
425 Mission Street Suite 250
San Francisco, CA 94105
(415) 597-4615 fax
Email: RFP@tjpa.org

Respondents are to promptly notify the Executive Director, in writing, if the 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 > 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 the 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/>.

TJPA will not negotiate different terms in the Agreement if exceptions are not 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 on October 18, 2020.

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, the Auditor 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 not established an SBE utilization goal for this contract. However, 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. Erin Roseman
Transbay Joint Powers Authority
425 Mission Street, Suite 250
San Francisco, CA 94105
(415) 597-4615 fax
Email: 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:

| | |
|--------------------------|----------------------------|
| Nadia Sesay, Chair | Tilly Chang, Alternate |
| Jeff Gee, Vice Chair | No Alternate |
| Elaine Forbes | No Alternate |
| Matt Haney | Tilly Chang, Alternate |
| Michael Hursh | Elsa Ortiz, Alternate |
| Boris Lipkin | Bruce Armistead, Alternate |
| Jeffrey Tumlin | No Alternate |
| Tony Tavares, Ex Officio | 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:

Mr. Mark Zabaneh, Executive Director
Transbay Joint Powers Authority
425 Mission Street, Suite 250
San Francisco, CA 94105

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.