

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, employees, and day-to-day operations 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.

The TJPA retained an Asset Manager to program, lease, and manage the Transit Center's commercial space, oversee a maintenance program for all spaces associated with the Transit Center, and operate a high-impact digital signage program. The TJPA entered into an agreement with salesforce.com, providing salesforce.com, among other benefits, the right to name the Transit Center, the rooftop park, and the amphitheater; these facilities are called the "Salesforce Transit Center," "Salesforce Park," and "Salesforce Amphitheater," respectively.

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.

Attachment 7 contains Background Documents regarding the Program. The TJPA's [website](#) contains further information about the Program.

The TJPA is currently supported by a Program Management/Program Control Services (PMPC) contract providing program and staff supplementation services to implement the Transbay Program including project controls, risk management, quality assurance/quality control, management policies & procedures, grant services, document management and administrative support. The PMPC contract expires June 30, 2024. It is anticipated that the PMCM contract will be awarded with authorization to proceed providing an overlapping period of time prior to expiration of the PMPC contract.

3 SCOPE OF SERVICES

See Attachment 5 for Scope of Services.

4 MINIMUM REQUIRED SKILLS AND EXPERIENCE

Respondents to this RFP shall identify Key Personnel that will be assigned to manage and/or perform the various activities and tasks outlined in the Scope of Services (Attachment 5).

- i. **Construction Manager** – this position is to support the TJPA in the capital delivery and construction of the program. The Construction Manager must have a minimum of 20 years of experience in construction management of similar rail projects in a tunnel alignment. The minimum years of experience may be met with a combination of tunnel and large, transit rail projects. Additional experience with FTA Capital Investment Grant (CIG) projects, and Progressive Design Build (PDB) and Construction Manager General Contractor (CMGC) delivery methods, is desirable. Current California registration as a professional engineer is preferred.
- ii. **Program Contract Manager** - this position is to support the TJPA in managing the PMCM Contract providing services as listed in the Scope of Work. The Program Contract Manager must have a minimum of 20 years of experience in program and professional services contract management in the transit industry including construction. The Program Contract Manager should have demonstrated experience in securing, assigning, and coordinating staff resources, and subconsultant management across a multi firm team delivering a variety of specialty services as well as contract management experience for professional services, program level support. Additional experience on FTA CIG projects, and in PDB and CMGC delivery methods, is desirable.
- iii. **Engineering Manager** – this position is to support managing project design working with the general engineering consultant, construction contractors, PDB designers, and other stakeholders throughout the construction period to support final design completion, design changes, review of the submittals and RFIs. The proposed Engineering Manager must have a current California professional engineer registration and a minimum of 15 years of experience with similar transit rail projects in a tunnel alignment. Additional

experience with FTA CIG projects, and in PDB and CMGC delivery methods, is desirable.

- iv. **Chief Tunneling Engineer** – This position is to support project design and construction. The proposed individual must have a current California professional engineer registration and a minimum of 20 years of geotechnical, structural, and tunnel engineering experience, including extensive geotechnical and structural analysis, as well as design and construction support for major tunneling projects including Sequential Excavation Method (SEM) Tunnel construction.
- v. **Project Controls Manager** – This position supports the integrated project team with cost, schedule, and risk management. The proposed individual shall have a minimum of 15 years to manage cost and/or schedule activities for large, complex capital projects supporting a team with managing project needs and objectives. FTA CIG project experience is desirable.
- vi. **Progressive Design Build (PDB)/Construction Manager/General Contractor (CMGC) Procurement Lead** – This position, as a member of the Integrated Project Delivery Team, will work closely with Caltrain and other partners in the cooperative development of the procurement packages. The Lead will work alongside TJPA, GEC, and PMCM leads in contractor engagement, evaluation, and feedback. The Lead will also work directly with Caltrain's DTX Project Director, Deputy Chief of Design and Construction, and Chief Operating Officer to ensure that the packages proceed in a manner that meets Caltrain's requirements, including safety, access, maintenance, and operations.

The proposed individual shall have a minimum of 15 years of construction procurement and management experience and have a strong understanding of commuter rail transit operator requirements, including safety requirements and Federal Railroad Administration and Federal Transit Administration regulatory requirements. The ideal candidate will have experience with overhead electrified commuter rail transit operations and maintenance requirements including asset lifecycle costs.

- vii. **Interface and Integration Lead** – This position, as a member of the Integrated Project Delivery Team, will work directly with Caltrain's DTX Project Director, Deputy Chief of Design and Construction, and Chief Operating Officer to oversee the design, development, and delivery of seamless interfaces between the existing Caltrain system and the Portal extension. They will work to connect the various construction contract packages to each other and the extended system being delivered by the Portal project. This includes all infrastructure, systems, and communications interfaces. The objective is to ensure that design and construction activities are performed in coordination and with a focus on meeting the interface requirements that result in a seamlessly integrated system.

The proposed individual shall have a minimum of 15 years of design and construction management experience with a strong understanding of commuter rail transit communications and signaling systems and operational requirements, including safety requirements, positive train control, and FRA and FTA requirements. The ideal candidate will have experience with transit design and construction of an overhead electrified rail transit system extension and construction contract interface requirements during design and construction phases.

5 PROPOSAL REQUIREMENTS

Proposals shall adhere to the format and page limitations described below in Section 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 in 8½ x 11-inch format; typeface shall be no smaller than 11 point, and margins shall be no less than 1 inch. Font size may be smaller than 11 point for graphics and captions but must be legible. 11x17 inch format may be used for large graphics, charts, and tables and each side of a page will count as one page. Elaborate brochures or other presentation materials are not desired and will not be considered in evaluating Proposals. Five (5) Hard copies and 1 PDF copy on USB drive (USB must not include the sealed Fee Proposal, which must be submitted in hard copy only) required as stated in Section 1.

Proposals shall be organized in the following sequence:

5.1 Written Submittal

5.1.1 Introduction, Table of Contents and Executive Summary (5-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 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 is true, correct, and not misleading.

5.1.2 Management Approach (20-page limit)

Attachment 6 identifies the TJPA's current staffing and organization structure; the TJPA staff and structure is subject to change at the TJPA's discretion. Attachment 6 also identifies a proposed consultant staffing plan for the Services, including Key Personnel, and construction procurement schedule. Respondents should determine whether they believe the proposed staffing plan is appropriate and what, if any, modifications they propose to the staffing plan.

Respondent's Proposal should include an organizational chart showing Respondent's overall staffing approach (including subconsultants) for completing the required work. Respondent's Proposal should identify the individuals proposed to be assigned to the Key Personnel roles (by name, title, and firm) and any proposed additions, deletions, or changes to the proposed staffing plan shown in Attachment 6. The Program Contract Manager is expected to have the authority to manager respondent's team, represent respondent, and serve as the single point of contact between respondent's team and the TJPA. Key Personnel are expected to be based locally in the Bay Area.

TJPA supports developing future professionals in the transit industry. Respondent's Proposal should describe its intern mentoring program, and commitment to cooperate with the TJPA's intern mentoring objectives in the form of a developed program for The Portal project.

Respondent's Proposal should describe how Respondent will coordinate its work with the work of TJPA staff, various participating design organizations, and other TJPA consultants and stakeholders.

Respondent's Proposal should describe Respondent's change management plan for transitioning from the current Program Management/Project Controls (PMPC) team to Respondent's team.

Respondent's Proposal should 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. Respondent should describe the roles and responsibilities of each subconsultant. The approach should be consistent with the objectives and requirements set forth in the RFP. Respondent's 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 Attachments 5, 6 and Section 4 of this RFP, visit the 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 Proposal should include a 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 Personnel may not be substituted with other personnel or reassigned to another project without the TJPA's prior approval.

The Proposal should describe the Respondent's internal Quality Assurance/Quality Control Plan and how this plan will be extended to encompass the work of the other consultants engaged on the project. The Proposal should describe the types of monitoring reports that the Respondent can provide to ensure a consistently high level of project quality control, schedule adherence and cost control. Demonstrate past examples of how Respondent has successfully achieved these objectives.

The Proposal should describe Respondent's community engagement and outreach strategy and how it will work as part of the overall integrated project delivery team in engaging the community and the project's various stakeholders with accessible, timely and transparent communication of project progress.

5.1.3 Relevant Experience and Past Performance (20-page limit)

Provide a narrative description of Respondent's company history, experience, and qualifications.

Describe how Respondent's Key Personnel meet the minimum required skills and experience specified in Section 4. Describe relevant, recent projects handled by Key Personnel.

For all Key Personnel provide 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 of the Respondent and three (3) recent clients (preferably other public agencies) of Key Personnel; include the client’s name and addresses, contact persons, telephone numbers, email addresses, and specific projects with dates of engagement. **Respondent must provide current email for all contacts.** Respondents should note that if listed references do not respond to a request for a reference, respondent’s Proposal may be scored lower in this area.

5.2 Fee Proposal

Respondent shall provide in a separate, sealed envelope (submitted in hard copy only) a Fee Proposal, using the Fee Proposal Form in Attachment 3. The Fee Proposals shall remain sealed. The sealed information of the highest-ranked Respondent will be opened at the time the Respondent is selected and asked to enter into negotiations with the TJPA. The Fee Proposal will be used as the basis for negotiation. The TJPA reserves the right to reject any fee structure deemed not responsive to this request. The price information of Respondents not invited to negotiate will not be opened. All cost and pricing information shall conform to federal requirements. Respondents should identify any assumptions or limiting conditions in the Fee Proposal.

5.2.1 Billing Rate

Respondent’s Fee Proposal shall provide its proposed Billing Rate information detailing the billing rates for direct labor, labor overhead, and other direct costs for the respondent’s and subconsultants’ staff listed in the Fee Proposal and for other team members who may be assigned to the project under the Agreement, along with copies of the most recently completed overhead audit reports for Respondent and each subconsultant.

The required Billing Rate information shall include:

- Direct current hourly rates by individual for all Key Personnel, management, technical or professional staff and direct current hourly rates by position for support personnel, for each team member, including Respondent and each subconsultant. Direct hourly rates shall be capped at \$178 per hour.
- Overhead and profit rates, including itemization and/or most recent audit, for respondent and each subconsultant. There is a maximum of 9% profit markup on direct and overhead costs.
- Any average labor rate increases projected through the life of the Agreement (5-year base term plus two option periods of two years each) for respondent and each subconsultant. Respondent will be permitted to escalate the labor rates proposed by up to an average of 4% annually (not to exceed the San Francisco Bay Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)) but not to the extent that the rates charged against the project are greater than the rates actually paid to employees.
- List of direct expenses, together with unit costs where available, and any cost escalation projected through the life of the Agreement for respondent and each subconsultant.

5.2.2 Cost Breakdown

Respondent’s Fee Proposal shall provide a comprehensive Cost Breakdown by individual team member for each task and subtask, for the entire scope of work described in Attachment 5 that reflects Respondent’s proposed work plan and approach to providing the Services for the entire term of the Agreement (including option periods). The required Cost Breakdown information shall include for each task and subtask the proposed level of effort in hours for each firm, including each subconsultant, by individual for all Key Personnel, management, technical or professional staff and proposed hours by position for support personnel.

The Cost Breakdown shall be accompanied by a Resource and Cost Allocation Chart that clearly indicates the proposed personnel, level of effort in hours, and costs associated with each task and subtask.

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’s selection committee will review and evaluate the Proposals. The selection committee will ensure that the Proposal meets all 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 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:

	Maximum Points
Management approach	40 points

Community engagement and outreach strategy	10 points
Qualifications and Experience of the Respondent’s Assigned Key Personnel	35 points
References	15 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.

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, which may be in person in San Francisco. 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 Personnel 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 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

Proposals must be received by the TJPA no later than **2:00 p.m. Pacific Time on September 22, 2023**. Proposers shall submit five hardcopies of the Proposal and one hardcopy of the separate sealed Fee Proposal, plus a USB drive containing the Proposal only (USB must not include the sealed Fee Proposal, which must be submitted in hard copy only) in PDF, to the following address:

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

2023-08-29 RFP 23-03 ADDENDUM No. 04

The TJPA's office, located in the Transit Center, 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.

Proposals that are not received by the time and date specified herein, do not contain all the required information and completed forms, do not provide separate sealed pricing, 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

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 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](#). 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 (MCO) and the Health Care Accountability Ordinance (HCAO). The 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 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 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 February 2024.

All work performed under the Agreement will be authorized by the TJPA through the issuance of Annual Work Plans, NTPs, or a combination of these documents. The procedure for developing Annual Work Plans/NTPS and obtaining authorization to proceed with the work will comply with the following:

- (i) TJPA will initiate each Annual Work Plan/NTP by requesting an Annual Work Plan/NTP proposal. The proposal request will describe the actual tasks the actual tasks to be performed by the Consultant based on the Scope of Work, the schedule for performance of these tasks, and the required deliverables.
- (ii) Consultant will prepare and submit to TJPA an Annual Work Plan/NTP proposal, outlining in detail its approach to performing the requested work. The proposal will include, at a minimum, the following:
 - a. A detailed description of the work to be performed by task (including any subtasks), and the means and methods that will be used to perform the work;
 - b. A work breakdown structure for performing the required tasks;

- c. A schedule (in both electronic and written format) including milestones for completion for each task (including any subtask) and deliverables;
 - d. A management plan that lists personnel (including any subcontractors) assigned to each part of the work, along with a rationale for the proposed staffing plan;
 - e. A budget plan, including the following information for the Consultant and all subcontractors included in the proposal:
 - 1. A detailed cost estimate for each task (and any subtask);
 - 2. Estimated hours and direct salaries by assigned personnel;
 - 3. Overhead of Consultant and subcontractors included in the proposal;
 - 4. Proposed profit as a fixed fee (to include any subcontractor management fee);
 - 5. Other direct costs; and
 - 6. Cash flow plan.
 - f. List of work products that will be delivered as part of the Annual Work Plan/NTP
- (iii) TJPA will review the proposal and promptly negotiate with the Consultant the scope, approach to completing the work, cost, deliverables, and schedule requirements.
- (iv) Upon completion of negotiation and meeting all Annual Work Plan/NTP prerequisites, TJPA will direct the Consultant in writing to proceed with the work after the TJPA obtains appropriate government approvals. The Consultant may not commence any work without written authorization from the TJPA to proceed.
- (v) In the event that TJPA and Consultant cannot reach agreement on the terms of any Annual Work Plan/NTP, TJPA may either cancel the request or have the work accomplished through other available resources. In the alternative, if the TJPA desires the Consultant to undertake and/or complete certain work the TJPA may direct the Consultant to proceed with the work under such conditions as TJPA may require to meet the schedule, budget, or other Program requirements. Under no circumstances may the Consultant refuse to undertake work that the Consultant is qualified to perform and which is consistent with the Services if so directed in writing. TJPA and the Consultant shall continue to negotiate any outstanding terms while the work is being performed. TJPA shall not deny the Consultant reasonable compensation for the approved work performed.
- (vi) If the Consultant proceeds to do work that is out of scope of approved Annual Work Plans/NTPs without first obtaining TJPA's written approval in accordance with the above procedures, regardless of the amount or value of the work, TJPA shall have no obligation to consider reimbursement at a later date for the work thus performed. Eagerness to respond to the TJPA's comments or concerns, expediency, schedule constraints, or other considerations will not be acceptable reasons to proceed with unauthorized work without TJPA's prior written approval.

The following shall not be considered out-of-scope work, but shall be considered incidental to the Services: (1) All work required to comply with local, state and federal codes, regulations and standards, as interpreted by local, state or federal

agencies having approval or sign-off authority for this Program; and (2) All work required to correct deficiencies and errors, including work related to resubmittals of work product that are evaluated reasonably by TJPA to be incomplete or inadequate.

- (vii) The TJPA's decision to authorize any work under Annual Work Plans/NTP will be at the TJPA's sole discretion and largely depend on (1) the TJPA's evaluation of the Contractor's services and work products previously authorized and completed or in-progress (i.e., whether the services and products are of satisfactory quality to the TJPA and whether such services and products were completed within the agreed-upon budget and within a reasonable schedule); (2) approval from and/or compliance with requirements of the FTA and other funding agencies; and (3) the availability of funding. **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](#).

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: [website](#).

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 an SBE utilization goal of 25% for this contract. 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:

Anna Tang
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 in campaign contributions 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 campaign 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 campaign contribution from a party applying for a contract while the matter of awarding the contract is pending before the TJPA and for twelve months following the date a final decision concerning the contract has been made.

Each Respondent must disclose any campaign 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	Morgan Galli, Alternate
Sarah Syed	Murphy McCalley, Alternate
Jeffrey Tumlin	Vacant, Alternate
Dina El-Tawansy, <i>Ex Officio</i>	David Ambuehl, 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

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.