

## **Attachment 1**

### **IFB/RFP GENERAL CONDITIONS**

#### **A. Consultant Offices**

Assigned staff must be able to reach TJPA offices in a reasonable amount of time when work is needed. The Transbay Joint Powers Authority (TJPA) will not reimburse the Consultant for the costs of business travel.

#### **B. Errors and Omissions in IFB/RFQ/RFP**

Respondents are responsible for reviewing all portions of this IFB/RFQ/RFP. Respondents are to promptly notify the TJPA Executive Director, in writing, if the Respondent discovers any ambiguity, discrepancy, omission, or other error in the IFB/RFQ/RFP. Any such notification should be directed to the Executive Director promptly after discovery, but in no event later than five (5) working days prior to the due date for proposals. Any modifications or clarifications of this IFB/RFQ/RFP will be made by addenda as provided below.

#### **C. Objections to IFB/RFQ/RFP Terms**

Should a Respondent object on any ground to any provision or legal requirement set forth in this IFB/RFQ/RFP, the Respondent must, not more than ten (10) working days after the IFB/RFQ/RFP is issued, provide written notice to the Executive Director of the TJPA setting forth with specificity the grounds for the objection. The failure of a Respondent to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

#### **D. Addenda to IFB/RFQ/RFP**

The TJPA may modify the IFB/RFQ/RFP, prior to the proposal due date, by posting addenda on the TJPA's website ([www.tjpa.org](http://www.tjpa.org)). For parties who requested a hard copy of the IFB/RFQ/RFP by regular mail, addenda may be sent to them via regular, first class U.S. mail. For firms registered on the TJPA website as wanting to receive notice of addenda, the TJPA will make reasonable efforts to notify potential Respondents 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 IFB/RFQ/RFP, are solely responsible for ensuring receipt of any and all addenda. All parties are responsible for ensuring that their Proposals reflect any and all addenda issued by the TJPA prior to the proposal due date regardless of when the proposal is submitted and should therefore check the website before submitting their Proposals to ensure receipt of all addenda, and to ensure their qualifications respond to any such addenda. The Respondent can call the TJPA before submitting its Proposal to determine if the Respondent is aware of all addenda.

#### **E. Term of Proposal**

By signing and submitting a proposal, each Respondent certifies that the proposed services and terms are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

#### **F. Revision of Proposal**

A Respondent may revise its Proposal on the Respondent's own initiative at any time before the deadline for submission of proposals. The Respondent must submit any revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any Respondent.

#### **G. Errors and Omissions in Proposal**

Failure by the TJPA to object to an error, omission, or deviation in a proposal will in no way modify the IFB/RFQ/RFP or excuse the Respondent from full compliance with the specifications of the IFB/RFQ/RFP or any contract awarded pursuant to the IFB/RFQ/RFP.

#### **H. Financial Responsibility**

The TJPA accepts no financial responsibility for any costs incurred by a firm in responding to this IFB/RFQ/RFP. Submissions to the TJPA under this IFB/RFQ/RFP will become the property of the TJPA and may be used by the TJPA in any way deemed appropriate.

#### **I. Public Disclosure**

Contractors' bids, responses to IFB/RFQ/RFPs and all other records of communications between the TJPA and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

#### **J. Public Access to Meetings and Records**

If a Respondent is a non-profit entity that receives a cumulative total per year of at least \$250,000 in TJPA funds or TJPA-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Respondent must comply with Chapter 12L. The Respondent must include in its Proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Respondent's meetings and records, and (2) a summary of all complaints concerning the Respondent's compliance with Chapter 12L that were filed with the City and County of San Francisco (City) in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Respondent shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Respondent's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

#### **K. New Restrictions on Lobbying Certification**

All Respondents are required to include in their Proposal packages the standard federal certification form regarding lobbying as set forth in the IFB/RFQ/RFP Attachments if the contract is expected to be more than \$100,000.

#### **L. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

A contract awarded under this IFB/RFQ/RFP is a covered transaction for purposes of federal suspension and debarment laws, including 2 CFR part 1200, and the provisions of U.S. Office of Management and Budget Appendix A "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.

The contractor is required to comply with federal suspension and debarment laws and must include the requirement to comply with federal suspension and debarment laws in any lower tier covered transaction it enters into, if any.

By signing and submitting its bid or proposal, the Respondent certifies as follows:

The certification in this clause is a material representation of fact relied upon by the TJPA. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to remedies available to the TJPA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Respondent agrees to comply with the requirements of federal suspension and debarment laws while this offer is valid and throughout the period of any contract that may arise from this offer. The Respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By signing and submitting its Proposal, the Respondent also certifies to the TJPA that the Respondent has not paid, nor agreed to pay, and will not pay or agree to pay, any fee or commission, or any other thing of value contingent on the award of a contract to any TJPA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the TJPA. All Respondents are required to include in their Proposal packages the certification form regarding debarment, suspension and other responsibility matters as set forth in the IFB/RFQ/RFP Attachments.

#### **M. Reservations of Rights by the TJPA**

The issuance of this IFB/RFQ/RFP does not constitute an agreement by the TJPA that any contract will actually be entered into by the TJPA. The TJPA expressly reserves the right at any time to:

- waive or correct any defect or informality in any response, proposal, or proposal procedure, as determined by the TJPA in its sole discretion
- reject any or all proposals, without indicating any reason for such rejection
- reissue an IFB/RFQ/RFP
- prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this IFB/RFQ/RFP, or the requirements for contents or format of the proposals
- request that one or more Respondents clarify, supplement or modify the information submitted
- extend deadlines for accepting responses; request amendments to responses after the expiration of deadlines; request clarifications, revised proposals or best and final offers; or negotiate or approve final agreements
- during negotiation, expand or limit the scope of the proposed Services, increasing or decreasing contract amounts, including negotiate with and award contracts to more than one qualified Respondent
- if negotiations with a selected Respondent fail to proceed to the reasonable satisfaction of the TJPA, at the TJPA's sole and absolute discretion, negotiate with and enter into a contract with another Respondent, or begin the selection process anew
- consider any information about any Respondent that is not expressly contained in Respondent's response
- procure any materials, equipment or services specified in this IFB/RFQ/RFP by any other means
- determine that no Program will be pursued

#### **N. No Waiver**

No waiver by the TJPA of any provision of this IFB/RFQ/RFP shall be implied from any failure by the TJPA to recognize or take action on account of any failure by a Respondent to observe any provision of this IFB/RFQ/RFP.

#### **O. Applicability of City Contracting Provisions**

Under Section 6509 of the Government Code, the TJPA is subject to the same restrictions on its powers as those which are applicable to an entity designated in the Joint Powers Agreement. The City and County of San Francisco has been designated as the administrator of the TJPA in the Joint Powers

Agreement. Respondents must comply with the San Francisco ordinances applicable to contracts and procurement that are referenced in this IFB/RFQ/RFP and attached documents.

**P. Restrictions on Campaign Contributions to Elected Officials**

Certain members of the TJPA Board are elected officials. Respondents shall declare whether they have made a campaign contribution to any such elected official, or committee controlled by such elected official at any time between commencement of negotiations and either the completion of, or the termination of, negotiations for a contract pursuant to this IFB/RFQ/RFP. This includes contributions to:

- the official's re-election campaign
- a candidate for that officer's office
- a committee controlled by the official or candidate

Respondents shall be disqualified from participation in this IFB/RFQ/RFP on the sole discretion of the TJPA as guided by rule and policies of Section 1.126 of the San Francisco Campaign and Governmental Code (substituting references to the City and County of San Francisco in such section with the TJPA, as applicable).

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Respondent approaches any TJPA officer or employee about this IFB/RFQ/RFP, or a TJPA officer or employee initiates communication with a potential Respondent about a contract. The negotiation period ends when a contract is awarded or not awarded to the Respondent. Inquiries for information, requests for documents relating to this IFB/RFQ/RFP, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- a) Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- b) Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- c) Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

**Q. No Representations or Warranties by TJPA**

The information presented in this IFB/RFQ/RFP and in any report or other information provided by the TJPA to respondents is provided solely for the convenience of the interested parties. It is the sole responsibility of interested parties to assure themselves that the information contained in this IFB/RFQ/RFP or other documents are accurate and complete. No representations, assurances or warranties pertaining to the accuracy of such information are or will be provided by the TJPA or its advisors.

**R. No Conflict of Interest**

The TJPA shall disqualify any respondent to this IFB/RFQ/RFP that has a conflict of interest under Section C8.105 of the San Francisco Charter, Government Code Section 1090, et. seq., the Political Reform Act (Government Code Section 87100 et. seq.), or any other applicable conflict of interest laws. Any false, incomplete, or otherwise unresponsive statements made in connection with a proposal may be cause for its disqualification at the TJPA's sole discretion.