



## **TRANSBAY JOINT POWERS AUTHORITY**

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

**Executive Director: Adam Van de Water**

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### **INVITATION FOR BIDS No. 26-06**

#### **Janitorial Services**

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##### **Key IFB Dates**

IFB Issued:	July 8, 2026	
Deadline for Submission of Questions:	July 15, 2026	by 2 p.m. PT
Answers to Written Questions Posted:	July 22, 2026	
Bids Due:	August 7, 2026	by 2 p.m. PT
Bid Opening:	August 7, 2026	3:00 p.m. PT

**425 Mission Street, Suite  
250  
San Francisco, CA 94105**

Contract Recommended for TJPA Approval: Thursday, September 10,  
2026

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**ATTACHMENTS**

Attachment 1: IFB/RFP General Conditions

Attachment 2: Model General 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 (DBE/SBE) Program Information and Forms:

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

Attachment 6: Site Plan

Attachment 7: Tasks

## **1 INTRODUCTION**

The Transbay Joint Powers Authority (TJPA) issues this Invitation for Bids (IFB) for Janitorial Services for the Salesforce Transit Center (Property) from qualified firms (Bidders) to provide janitorial services in mixed-use commercial and public spaces.

The TJPA plans to enter into a contract for the services described in Section 3, Scope of Services (Services), that meets the Minimum Qualifications of this Solicitation whose Bid is the Lowest Responsive and Responsible Bid. The TJPA anticipates that the Agreement will be for a five (5)-year base term.

Bids must be received by the TJPA no later than **2:00 p.m. Pacific Time on Friday, August 7, 2026**. Bids submitted electronically shall be in Adobe PDF (Portable Document Format) and sent via email or file sharing link to [Procurement@tjpa.org](mailto:Procurement@tjpa.org). Bidders who elect to submit a physical copy of their Bids shall submit one hardcopy and a USB drive containing the Bid in PDF to the following address:

Transbay Joint Powers Authority  
Attn: Procurement – IFB 26-06  
425 Mission Street, Suite 250  
San Francisco, CA 94105

Bids delivered by hand must be received at the TJPA's main office located in the transit center, which is accessible via the Beale Street elevators between Mission and Howard streets.

Bids 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.

Bidders may obtain copies of this IFB, including the forms to be submitted in the bid package, by downloading the document from the TJPA [website](#) or by contacting the TJPA at (415) 597-4620 or by email: [Procurement@tjpa.org](mailto:Procurement@tjpa.org).

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

The successful Bidder will be required to enter into the contract attached hereto as Attachment 2, Model General Services Agreement. **TJPA's Contract Terms are not subject to negotiation.** However, Bidders may identify those contract terms to which they object as part of the questions they submit by the Questions Due Date. TJPA shall evaluate all objections and determine what, if any changes, will be incorporated into TJPA's Contract Terms prior to the Bid Due Date. Any such changes will be made known to all Bidders through an Addendum to this Solicitation. Failure to timely execute TJPA's Contract Terms, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required by TJPA's Contract Terms, shall be deemed an abandonment of the Bid and the TJPA, in its sole discretion, may select another Bidder and proceed against the original selectee for damages

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

## **2 BACKGROUND**

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

In April 2001, the City and County of San Francisco (City), the Alameda-Contra Costa Transit District (AC Transit), and the Peninsula Corridor Joint Powers Board (PCJPB/Caltrain) executed a Joint Exercise of Powers Agreement under California law creating the TJPA. The Joint Exercise of Powers Agreement was amended in November 2017 to include the California High-Speed Rail Authority (CHSRA). The purpose of the TJPA is to design, build, develop, operate, and maintain a new transportation terminal and associated facilities in San Francisco, known as the Transbay Program.

The 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; Peninsula Corridor Joint Powers Board (PCJPB/Caltrain); and the Metropolitan Transportation Commission.

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/Caltrain
- San Francisco 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 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 opened to the public in 2018 and bus services are operational.

The TJPA directly programs, leases, and manages the Transit Center's commercial space, oversees a maintenance program for all spaces associated with the Transit Center, and operates a high-impact digital signage program. The TJPA entered into an agreement with salesforce.com, providing salesforce.com 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 a 1.3-mile tunnel (over 2 miles in project length) extension of the existing 77-mile Caltrain Peninsula Corridor rail alignment to include the design and construction of the Downtown Rail Extension (DTX), also known as "The Portal", which includes construction of a new underground station at Fourth and Townsend streets and fit-out of the already built below-ground mezzanine and platform levels of the Transit Center to accommodate commuter rail and future high speed rail service. Phase 2 is currently in the engineering and preconstruction phase.

The TJPA's [website](#) contains further information about the Program.

## **3 SCOPE OF SERVICES**

### **3.1 SERVICE REQUIREMENTS**

#### **3.1.1. EXPECTATIONS**

The work covered by this IFB involves janitorial cleaning services for the Salesforce Transit Center, Salesforce Park, and adjoining infrastructure. Specific cleaning service areas include bus

ramp; bus storage area; corridors; lobbies; restrooms; conference rooms; exterior entrances; vending; data centers/computer rooms; dock areas; garage bay areas; storerooms; crating rooms; stairwells and any and all customer, employee and public spaces contained within Salesforce Transit Center, Salesforce Park, and adjoining infrastructure.

### **3.1.2. SERVICES TO BE PROVIDED**

Services to be provided include:

- Routine and project cleaning of the following items: walls, ceilings, furniture and furnishings including chairs, wardrobes, tables, desks, telephones, shelving/bookcases, pipes, high dust areas, blackboards/marker boards, clocks, exit/other signs, pictures, interior window sills, spotting of interior glass and lobby glass, all Carpet surfaces; Carpet coverings (carpeting, rugs, tile, etc.) walk-off mats, baseboards, cabinets, water fountains, doors and door frames, moldings, transoms, radiators, and other heating devices, grills, vents/lovers, blinds, steps/banisters, elevator tracks, coat racks, credenzas/office furnishings, filing cabinets, air conditioners, fire extinguishers, drainage and toilet fixtures, sinks, mirrors, sanitary napkin/other dispensers, lockers, tubs, shower rooms, shower curtains, partitions, urinals, table-top and modular furniture, lighting or illuminating fixtures, carts, dollies, soap, paper towel and toilet tissue dispensers, equipment, pads, trash containers, microwaves, refrigerators, stairwells, and any and all customer, employee, and public items.
- Daily cleaning of secured and non-secured areas (where applicable), conference facility cleaning, sweeping and policing of steps, entrances, sidewalks and grounds, trash/waste removal to designated locations.
- Daily spot cleaning of fingerprints and smudges on all walls, doors, glass and other furniture.
- Surface traffic cleaning, spot cleaning and vacuuming of carpet are included in services.
- Full time Zero waste trash sorting services, in compliance with San Francisco Department of Environment and Recology.
- Bi-annual (twice yearly) carpet cleaning for TJPA office, Security Operations Center, Facilities Office – totaling roughly 8,000 square feet of office space.
- Annual (once yearly) window cleaning services:
  - Street Level Exterior Cleaning (Grand Hall and Columns) - Provide labor, equipment, and supplies to wash the exterior perimeter windows of all the street level windows around Grand Hall and columns surrounding the entire property using scissor lift to access the windows over the bump out boxes. The balance of the windows will be cleaned using ladders and poles.
  - Street Level Interior Cleaning (Grand Hall) - Provide labor, equipment, and supplies to wash the interior perimeter windows of the street level windows in Grand Hall only (no retail spaces or areas beyond Fremont Street). Cleaning

excludes the upper skylight and windows over the escalator (but includes escalator glass).

- Bus Deck Level Window Washing - Provide labor, equipment, and supplies to wash the windows on the Bus Deck level.
- Rooftop Park Level Window Washing - Provide labor, equipment, and supplies to wash the windows in the rooftop park.

No restroom supplies (paper products such as toilet tissue, liners, hand towels, feminine hygiene products, etc.) are to be included in the monthly service cost.

Bidder guarantees that the work shall be performed in a professional manner, free from defects in materials and workmanship, strictly in accordance with all specifications.

### **3.1.3. DEFINITIONS**

**Class A Property:** a prestigious building characterized by high-quality standard finishes, prime location, state-of-the-art infrastructure, and premier amenities.

OSHA:

Cleanliness: For items subject to cleaning, per specifications, cleanliness means:

- The absence of litter or debris which can be eliminated by appropriate policing techniques
- The absence of un-bonded dust build up which can be eliminated by appropriate dusting techniques
- The absence of any surface marks, spills or other bonded surface residue that can be eliminated by appropriate damp or wet cleaning techniques
- The absence of any soil, wax, or bonded build up which can be eliminated by appropriate heavy duty, cycle or project cleaning technique
- The presence of appropriate surface gloss or protection
- The absence of minor spots, marks or other surface soil which can be eliminated by appropriate spot cleaning technique.
- The absence of dust, lint and other fiber accumulation in fabric and carpeted areas which can be eliminated by appropriate vacuum-cleaning techniques.

Timing:

- Repeated – Performed as Needed to maintain cleanliness
- Daily – One time per day (Monday-Friday) at the appropriate time to be determined by the Facility Director based on the service needed.

- # X Weekly – Performed two or more times per week (as indicated), but less than daily, at the appropriate time to be determined by the Facility Director based on the service needed.
- Weekly - One time per week (Monday-Friday) at the appropriate time to be determined by the Facility Director based on the service needed.
- Bi-Weekly One time every other week (Monday-Friday) at the appropriate time to be determined based upon the service needed.
- Monthly - One time per month (Monday-Friday) at the appropriate time to be determined by the Facility Director based on the service needed.
- Quarterly – Four times per annum at the appropriate time to be determined by the Facility Director based on the service needed.
- Semi-Annually – Two times per annum at the appropriate time to be determined by the Facility Director based on the service needed.
- Annually - One time per annum (Monday-Friday) at the appropriate time to be determined by the Facility Director based on the service needed.

Non-Service Days – Days predetermined by the Facility Director where no service will be performed.

It is understood that whenever the terms “adequate” or “as required” or “as necessary” or “if necessary” or “clean” are indicated in the specifications, these terms shall be construed to mean “as determined by the TJPA.”

- POLICE – Inspect, pick up debris and correct obvious deficiencies.
- SWEEPING – To gather and remove surface dust and debris from any and all floor surfaces using a broom, brush or dust mop.
- DUST MOPPING – Use of a Chemically Treated floor tool to attract and remove dust and debris from floor surfaces
- SPOT MOPPING – Using a damp mop or sponge type tool to wipe up spots and spills from floor surfaces
- DAMP MOPPING – Surface cleaning of entire areas of floor surfaces using a single bucket and mop, wringer and clear water
- WET MOPPING – A two bucket, two mop operation using detergent and water to wet mop the floor and clean water to rinse the surface being mopped dry after rinsing.
- MOP STRIPPING – Similar to wet mopping but substituting a detergent specifically formulated for mop-stripping in place of ordinary detergent. The mop-strip detergent should be capable of removing floor finish as well as surface stains.
- MACHINE SCRUB OR MACHINE STRIP – Same as mop-stripping but utilizing a rotary floor machine to facilitate the stripping prior to rinsing

- STRIP AND RE-FINISH – Machine scrubbing of resilient floor finish followed by the application of light multi-layers of an approved floor finish
- SPRAY BUFFING – The mist application of an approved floor finish while buffing with a rotary floor machine for the purpose of restoring the luster to a previously stripped and refinished floor surface
- DRY BUFFING – Similar to Spray buffing but omitting the application of additional finish
- CARPET VACUUMING – Removing dust and debris from carpet surfaces and fibers with a tool designed to electrically create a vacuum and drive a brush affixed with beater bars to loosen embedded debris
- CARPET SPOT CLEANING – To remove spots from carpeting using appropriate approved chemicals and methods without damaging the carpet or permanently “fixing” the stain.
- SANITIZING – Cleaning with a solution containing a germination detergent, chemically formulated to kill germs and bacteria.
- WASH – Using a sponge, brush or Cloth along with a solution of neutral detergent and water to remove built-up stains, residue, or scum followed by a rinse of clear water wiped dry with a sponge or cloth that has been thoroughly “wrung out” so as to avoid leaving streaks or water spots
- RINSE DRY - To rinse with clear water and wipe dry with a sponge, mop or cloth which has been thoroughly “wrung-out” so as to avoid leaving streaks or water spots

**SPECIFICATION FOR CLEANING CHEMICALS, DISPENSING SYSTEM, AND PROCEDURES**

The cleaning chemicals, dispensing system, and cleaning procedures used in the facility should meet the following criteria:

1. Cleaning Chemicals – The chemicals used on property should be either Green Seal (GS) - 37 or GS-40 certified or they should be classified as Environmentally Preferred Products (EPP).

**A. Green Seal Certifications**

GS-37 Cleaners Categories - The GS-37 standard establishes environmental requirements for the following industrial and institutional cleaners:

- Glass Cleaners
- General Purpose Cleaners
- Restroom Cleaners
- Industrial Degreasers
- Carpet Cleaners

GS-40 Cleaners Categories - The GS-40 standard establishes environmental requirements for the following industrial and institutional floor-care products:

- Floor Finish/Sealers

- Floor Finish Strippers

**B. Environmentally Preferable Products (EPP)**

EPPs are products produced with best-in-class criteria for performance, reduced environmental impact, and enhanced safety. Best-in-class criteria are based on the 12 criteria points used by Green Seal to evaluate products. To qualify as an Environmentally Preferable Product, the product must meet at a minimum 11 of the following 12 criteria:

- Human Toxicity
- Carcinogens and Reproductive Toxins
- Skin and Eye Irritation
- Skin Sensitization
- Combustibility
- Ozone/VOC
- Aquatic Toxicity
- Aquatic Biodegradation
- Eutrophication
- Recyclable Packaging
- Concentrate
- Prohibited Ingredients

**2. Dispensing System**

A. Along with meeting the above specifications, products should also be delivered through a dispensing system that meets the following list of criteria:

- Safe, spill-tight, permanently integrated head and bottle
- Backflow prevention
- Portable dispensing
- Duo flow rate dispensing (high-flow for buckets; low-flow for bottles)
- Ergonomically designed handle
- Accurate dilution rates that can be verified
- 100% recyclable container

B. Floor finish should be provided in plastic bladders which are contained inside a corrugated outer box made with a minimum of 25% recycled material.

**3. Cleaning Procedures and Storage**

A. Wherever possible, the successful Bidder will implement a system of chemicals, procedures, and tools that meet UL GREENGUARD Certification which measures indoor air quality for low-emitting products and materials.

B. The successful Bidder shall also use cleaning procedures recognized by the US Green Building Council for Leadership in Energy and Environmental Design (LEED) certification, along with providing documentation on employee training programs.

### **3.2 RULES AND REGULATIONS**

The following Rules and Regulations will be strictly adhered to and enforced. In all cases, coordinate activities or questions with the TJPA. The Bidder is responsible for issuance of a copy of these rules and regulations to all subcontractors and employees.

The TJPA reserves the right to require removal from the Salesforce Transit Center of any Bidder or Bidder's subcontractor's employee exhibiting behavior which would justify termination. Such action does not waive the Bidder's responsibility to complete the services as agreed.

#### **3.2.1. INTENT**

It is the intent of the TJPA that the Bidder provide the labor, supervision and management that is required to perform the services requested (as described and specified in the applicable service specifications herein) and to ensure overall cleanliness to the locations listed herein , ("Buildings"), (See Attachment 6 – Site Plan). The services requested shall be performed to the greater of the standards applicable to "Class A Properties" or the standards specified in this IFB.

#### **3.2.2. COOPERATION AND COORDINATION**

Bidder shall cooperate with the TJPA and other trades doing work at the site. Bidder shall plan its schedule and arrange the services requested so as not to conflict with other trades working at the site or the business functions of the TJPA. Bidder shall familiarize itself with the work to be done by others insofar as it affects Bidder's work and shall promptly share information and coordinate with others in order to achieve a harmonious working environment.

Bidder shall immediately notify the TJPA orally and in writing of any conditions that might prevent the satisfactory completion of the services requested. In case of any conflict between Bidder's work and any work to be performed by others, the TJPA shall have the final decision with respect to addressing and resolving the conflict and Bidder shall promptly comply with each such decision.

#### **3.2.3. EQUIPMENT & SUPPLIES**

The Bidder shall provide all equipment, tools, receptacle and supplies necessary for the effective and efficient cleaning services of the Salesforce Transit Center, Salesforce Park, and adjoining infrastructure.in accordance with the intent and the letter of specifications. In the event that products are supplied by the TJPA, all proceeds shall be credited to the TJPA. All Bidder equipment and tools shall be state-of-the-art and consistent with good practices. Any Bidder equipment or tools that the TJPA may deem unsuitable shall be removed from the buildings and replaced with suitable equipment within 24 hours of notification to the Bidder by the TJPA. The TJPA will be the sole judge of the suitability of all Bidder equipment.

All Bidder equipment and tools shall be used exclusively for the performance of the services requested and for no other purpose and shall be stored in a secure, enclosed storage area or garage, as the case may be, designated and provided by the TJPA. Sufficient quantities of equipment and tools shall be maintained in the TJPA's storage area for all routine needs. Bidder shall have the responsibility for the custody, care and safekeeping of all equipment and tools. All storage areas and garages shall be kept in a neat and clean condition and are subject to TJPA's inspection at any time. Bidder shall not have the exclusive right to use and/or occupy any storage area or garage and shall accommodate all other uses designated by the TJPA, from time to time.

Notwithstanding anything to the contrary contained in this IFB, Bidder, shall at its sole cost and expense, provide all cellular communication devices and/ or radios used by the employees and shall pay all charges imposed by the cellular service provider selected by Bidder. Radios intended for use at the Salesforce Transit Center, Salesforce Park, and adjoining infrastructure shall operate on the established frequency as determined by the TJPA. At the discretion of the Facility Director, managers, supervisors, forepersons, freight operators, and specialty workers assigned to the property may be issued radios.

Bidder is responsible for bringing only the quantity of chemicals or hazardous materials onto the property as is required to perform the services requested for a period of one (1) month. Such products should be those that afford the greatest degree of environmental and human health protection that can effectively perform the services requested. Bidder is responsible for the safe handling, use and disposal of such chemicals or hazardous materials and shall provide the TJPA with Material Safety Data Sheets (MSDS) for each product used, at each and every building cleaned as well as a copy must be kept in the storage area of the chemicals or hazardous materials. MSDS and other Occupational Safety and Health Administration (OSHA) required safety information shall be clearly posted in all employee supply, storage and locker areas. Bidder shall be familiar with and have read and understood the label of any chemical product the Bidder will use at any of the Salesforce Transit Center, Salesforce Park, and adjoining infrastructure.

Bidder and Bidder's employees, agents or subcontractors, shall be trained on the human health effects of all such products, personal protective equipment requirements for such products (if any) and procedures for safely mitigating any spills of the product. Bidder shall supply spill kits, neutralizers or absorbents in sufficient quantity to safely mitigate any potential spills Bidder, its employees, agents or subcontractors, may cause. Bidder must immediately notify the TJPA on any spill other than an accidental spill of chemical product. An accidental spill is generally a spill of less than one (1) cup of chemical product.

#### **3.2.4. UNIFORMS**

Bidder shall, at its sole cost and expense, provide its employees with all uniforms, work clothing, apparel, shoes and seasonal clothing, including, but not limited to shirt, trousers, smocks and outerwear (collectively, “Uniforms”) and all safety and protective devices. The color and style of all Uniforms shall be subject to the prior approval of the TJPA in each instance. Uniforms shall not bear any insignia or logo without the prior written consent of the TJPA. Bidder shall clean, launder, press, repair and maintain all Uniforms in accordance with generally accepted standards of the textile industry so that all employees present a neat and professional appearance at all times. Uniforms that are worn out shall be promptly replaced. While on duty, all employees are required to wear a properly fitted, full and complete Uniform and to display appropriate TJPA photo identification badges. Notwithstanding anything to the contrary contained in this IFB, the TJPA shall not be required to pay any amount in connection with the cost and expense incurred by Bidder for providing and laundering Uniforms, for providing safety and protective devices used by the employees and for any training required in connection therewith.

**3.2.5. WASTE DISPOSAL**

Bidder shall collect, clean and remove all trash and other matter and materials except for hazardous materials, as defined under applicable federal, state and local laws, in leak-proof containers and deposit the containers at the trash collection areas designated by the TJPA.

All employees involved in trash removal/recycling shall be familiar with, and comply with the TJPA procedures and policies and all other laws, rules and governmental regulations that are applicable to trash removal/recycling as imposed by governmental, quasi-governmental or other agencies having jurisdiction.

Bidder shall provide protective covering such as plastic tarps to protect Carpet coverings in areas where trash is staged for transport and removal.

**3.2.6. QUALITY ASSURANCE**

All services requested shall be performed in a first-class, industry-accepted, professional manner, to the satisfaction of the TJPA. Bidder’s Site Manager shall submit a daily report detailing any non-daily routine tasks (See Attachment 7 – Tasks). Bidder will develop quality control forms and specification schedule sheets for all work performed and within a future date from the date of contract award the Bidder shall submit the forms and schedules to the TJPA for approval.

Bidder’s management employees shall inspect all work on a daily or weekly basis as designated by the Facility Director from time to time. Weekly, Bidder shall deliver to Facility Director a copy of all daily and weekly inspection reports. Bidder will employ the necessary management employees who shall supervise Bidder’s other employees in the performance of the services requested. Management employees shall be present at the Salesforce Transit Center, Salesforce

Park, and adjoining infrastructure during the performance of the services requested and shall attend weekly meetings with and scheduled by the TJPA.

All procedures in connection with the services requested must be submitted in writing to the TJPA for approval before implementation. Any risks inherent in any procedure must be clearly disclosed and explained. All routine procedures must be submitted to the TJPA annually for approval.

All services listed in the forthcoming cleaning specifications shall be performed at the indicated frequencies or at such other frequencies as may be determined by the Facility Director. The terms "as necessary" and "as required" when used in the forthcoming cleaning specifications shall be defined as determined by the Facility Director.

### **3.2.7. RELATED DUTIES**

In addition to the supervision of all work, the management employees shall be responsible for the following items:

- Instructing personnel to turn-off all lighting as soon as possible each night.
- Instructing personnel that lights will be left on during the performance of work in occupied areas.
- Securing all suite entrances in conjunction with the TJPA's security staff.
- Preparing and promptly delivering to the TJPA a written report of each incident of injury to any person, damage, loss or theft involving TJPA fixtures, property or equipment. The form and substance of each report shall be satisfactory to the TJPA.
- Bidder shall promptly advise the TJPA of all damages to property of the TJPA or property of others, all injuries incurred by persons including employees of the Bidder (or any subcontractor) in any manner relating, either directly or indirectly, to the work to be done or the services to be performed by the Bidder. A detailed incident report should be completed and submitted to the Facility Director within 24 hours after the incident.
- Immediately advising the TJPA of any conditions or circumstances that have caused or may cause any material disruption of services, or that is or may become hazardous or that affects or may affect or threaten the life, health or safety of any individual or that constitutes an emergency.
- While cleaning the tenanted areas, Bidder's personnel will not admit anyone into a tenanted area, and all doors shall remain locked at all times, Upon completion of nightly chores, all lights will be turned off, exterior doors locked and offices left in a neat and orderly condition. Any exceptions (i.e. leaking faucets, malfunctioning lights, broken locks, loose carpeting, etc.) shall be brought to the attention of the TJPA, and placed in the daily logbook.

- Bidder will provide the TJPA with a list of all employees providing services associated with the scope of services for each physical location. The list shall be updated as needed by Bidder and provided to the TJPA. Such lists shall include roving managers.

### **3.2.8. PERSONNEL TIME KEEPING**

All employees except those designated in writing by the TJPA, shall be required to sign or log “in” and log “out” in accordance with the procedures established by the TJPA. Upon a future date designated by the TJPA after award of a contract, Bidder shall provide the TJPA with a schedule indicating the name and job assignment for each employee. The job assignments and the number of employees assigned thereto shall be submitted to the TJPA and a revised schedule shall be delivered to the TJPA promptly following each change in the schedule and each such change shall be subject to the prior written approval of the TJPA.

### **3.2.9. HOURS OF WORK**

Bidder must exercise good judgment in all forms of work to be performed. Realizing the tenants’ rights to a peaceful and quiet workplace must be the priority at all times. If the Bidder is unsure, the Bidder should contact Facility Management staff prior to starting work.

### **3.2.10. BIDDER’S WORK FORCE**

All employees shall be qualified to perform the work required in connection with their job assignment and to achieve and maintain the level of service described herein.

If any employee or any person employed by any permitted subcontractor of Bidder is not acceptable to the TJPA, said individual shall be immediately removed from Salesforce Transit Center, Salesforce Park, and adjoining infrastructure, prohibited from working at property and shall be replaced immediately by Bidder or the subcontractor, as the case may be, with an individual acceptable to the TJPA. Requests for the removal of any such personnel will be limited to disciplinary and/or security reasons or other lawful grounds and shall not be based upon gender, race, age, national origin or other grounds prohibited by law. Bidder shall immediately notify the TJPA of the name of each employee and any person employed by any permitted subcontractor who is terminated or suspended by Bidder and the name of each individual hired to replace any employee who is terminated.

Bidder shall maintain and show evidence of an adequate back-up force of personnel, including management personnel, and equipment and a crisis management team with the ability to provide additional and immediate assistance to the TJPA in case of flood, fire, casualty, natural or man-made disasters, or other emergency circumstances.

Upon the execution of an Agreement, Bidder shall provide the TJPA with the names and telephone numbers (excluding Bidder’s local branch number or answering service) for at least

five supervisory personnel who can be contacted by the TJPA 24 hours per day, 7 days a week in the event of an emergency and who are authorized to dispatch back-up working crews in the event of a request by the TJPA for such services. Bidder will update the emergency telephone list as required throughout the term of Agreement so that the TJPA shall always have current numbers.

The management employees shall: (i) be assigned to adequately monitor and control all work to completion each night; (ii) become familiar with TJPA's emergency, fire and disaster plans and shall assume the duties assigned to them by the TJPA in connection with these plans; (iii) comply with and assist the TJPA in enforcing the security plan that relates to the activities of the employees; and (iv) be available, upon request, to meet with the TJPA during normal business hours.

In addition to site managers and management employees assigned to the direct supervision of other employees, Bidder shall maintain and show evidence of adequate senior management level staff who shall make periodic scheduled and unscheduled visits to property to assure that the work is being performed in accordance with the Agreement and that all employees are performing the work in accordance with the Agreement.

Bidder shall assure that at least one English speaking staff member is available at each service location. If not, then an English-speaking interpreter must be available via telephone to communicate service needs to site staff.

Bidder shall, at its sole cost and expense, engage a firm satisfactory to the TJPA, to prepare a comprehensive background report for each individual who will be assigned by Bidder to work at the property after the date of an Agreement. At the TJPA's request, Bidder shall promptly provide the TJPA with a copy of the background search and the results of any applicable drug and alcohol tests. Upon a future date by the TJPA, Bidder shall cause a comprehensive background report for each existing employee to be prepared and shall deliver the results to the TJPA in the manner provided herein.

The TJPA will determine at a future date from the execution of an Agreement when the Bidder shall submit to the TJPA a written plan to provide all training that is necessary or required for employees to perform the portion of the work to which they have been assigned. Bidder shall, prepare, implement and administer the plan and provide all training in a timely manner and at its sole cost and expense. The program and all modifications thereto shall be subject to the prior written approval of the TJPA. Appropriate documentation, satisfactory to the TJPA, verifying the successful training of applicable employees shall be submitted intervals determined by the TJPA.

At least annually, Bidder shall provide the TJPA with a written evaluation of the performance of all employees. Bidder shall take appropriate action to correct the deficiencies cited for each employee.

The TJPA shall have the right to approve all employees who are assigned to the property.

Bidder shall keep on file and as requested, provide for the TJPA inspection, proof of U.S. citizenship or legal residence for all employees. No Bidder employee will be allowed to work on the premises unless they are in conformance with all rules and regulations regarding citizenship, immigration and any other rules/regulations, laws, etc. by the authority having jurisdiction.

Bidder employees shall not eat, drink or smoke on duty. They shall not use telephones, disturb papers on desks, open drawers or cabinets, turn on televisions or radios, or use cellular phones without prior written authorization from the TJPA.

Bidder agrees to give the TJPA two-week notification, and submit for approval any changes to key personnel, such as Shift Supervisor(s), Account Manager or Project Manager.

All personnel furnished by the Bidder are required to be employees of the Bidder or approved subcontractor. At no time will they be considered employees of the TJPA and at no time may an individual working for the firm also be an employee of the TJPA. The Bidder will pay the salary of all the Bidder's personnel as well as all employer's Federal, State and Social Security taxes, Federal and State Employment taxes and any other personnel taxes required by law.

The Bidder will provide an Account Manager with a minimum of five (5) years' experience managing accounts for the Bidder.

The Bidder will, at its own cost and expense, provide training and seminars to personnel assigned to the property.

During Emergency and/or Storm conditions certain locations may have extended hours and service needs. Bidder shall plan for and be prepared to staff as requested by the TJPA.

### **3.2.11. SECURITY**

Employees must demonstrate the utmost care and caution when in sensitive or secure areas of the Salesforce Transit Center, Salesforce Park, and adjoining infrastructure. Unless otherwise directed by TJPA officials, said employees are required to stay clear of unauthorized areas. If any employee is confronted with abnormal conditions or circumstances, the affected employees shall immediately stop all activities and contact the TJPA and building security personnel for further instructions.

Bidder shall insure that all employees who work at the property are adequately informed of and comply with all applicable directives, policies, procedures and rules and regulations issued or adopted by the TJPA.

Bidder shall develop a program, in conjunction with the TJPA, for the controlled access of all employees in order to limit employee access to only those areas to which they must have access. This includes both card and key accessible areas.

Bidder shall not admit any unauthorized personnel onto the property (to include personal acquaintances, children or spouse).

The Bidder's supervisor shall be responsible for key control and will not issue keys to any Bidder employee without carefully considering the consequences and will account for sign-out of keys issued daily. All Bidder employees shall be informed that taking these keys outside the property will be grounds for immediate termination. Bidder employees will turn all keys over to the supervisor before leaving the premises. The supervisor will not take any keys off premises.

Upon loss of key(s) to any office, common area rooms, janitorial closets, conference room or other locked area of the premises for which Bidder has key access, the Bidder will immediately advise the TJPA. Re-keying shall include the replacement of any tenant or other entry key, which may have been previously issued. In addition, Bidder shall be liable for any additional loss, costs and expenses, including attorney's fees, that the TJPA may incur due to the loss of a key or keys that Bidder is responsible for.

### **3.2.12. SAFETY**

Bidder shall, at its sole cost and expense, be responsible for the safety of all employees and for assuring that the work is performed in a manner that does not jeopardize the safety of any person present at the Salesforce Transit Center, Salesforce Park, and adjoining infrastructure or damage TJPA and/or tenant property. Bidder shall perform all work in an appropriate and careful manner so as to minimize the risk of damage, fire, flood, or other hazards or casualty.

Bidder is responsible for assuring that all personnel, equipment and operations of the Bidder at the property are in conformance with the Occupational Safety and Health Act (OSHA), including but not limited to, all "Right To Know" information, Material Safety Data Sheets and supporting documentation and all other applicable federal, state and local laws and regulations. Bidder shall promptly advise the TJPA in writing if any product, equipment or other item supplied by the TJPA for use by Bidder, any employee or any permitted subcontractor does not comply with OSHA regulations.

Notwithstanding anything to the contrary contained herein, the TJPA shall not be required to pay any amount to Bidder in connection with Bidder's obligations under this Section and with respect to the costs and expenses incurred by the Bidder in providing any safety equipment, devices or training to the employees.

### **3.2.13. COMPLIANCE WITH LAWS, ORDERS AND REGULATIONS**

Bidder represents and warrants that Bidder: (i) is experienced, skilled in the performance of the services that are required to be provided in connection with the performance of the work; (ii) possesses all governmental certificates, licenses, consents, approvals and permits (collectively, "Licenses") that are required in connection with the performance of the work; and (iii) is thoroughly familiar with all laws, orders and rules and regulations that are applicable to the work

(collectively, “Laws”). During the term of the Agreement, Bidder shall comply with all Laws and shall maintain all Licenses in full force and effect.

Bidder further warrants and represents to the TJPA that: (i) all employees possess all Licenses that are required by applicable law or regulation in connection with the performance of the portion of the work that has been assigned to the respective employee; (ii) all employees who are hired by Bidder following the date of an Agreement shall possess all Licenses, including, but not limited to, a Driver License that are required by applicable law or regulation in connection with the performance of the portion of the work that has been assigned to the respective employee.

All Licenses shall be valid and maintained in full force and effect throughout the term of the Agreement and a copy thereof shall be delivered to the TJPA within three (3) days following its request for such copy.

Notwithstanding anything to the contrary contained in this IFB, the TJPA shall not be required to pay any amounts to Bidder or any employee in connection with the procurement, maintenance and/or renewal of any License, except for labor costs that Bidder is obligated to pay to any employees to compensate them for the time spent by them in taking any examination for a License or Special License and for the time spent traveling to and from the site of the examination.

Bidder’s employees must comply with Salesforce Transit Center and Park Rules & Regulations at all times when on property.

### **3.2.14. BOOKS AND RECORDS**

Bidder shall maintain separate and accurate books and records in connection with the performance of the work, including, but not limited to, all labor costs and expenses incurred by Bidder and shall retain all such books and records for a period of six (6) years following the Termination Date. All books and records shall be prepared in accordance with generally accepted accounting principles consistently applied and shall only reflect information that is pertinent to this solicitation and shall not reflect any information that is applicable to any other business of Bidder.

The TJPA and its representatives shall have the right to audit, and copy said books and records during normal business hours at Bidder’s office located closest to the Salesforce Transit Center. TJPA's rights under this paragraph shall survive the termination of an Agreement.

Bidder shall provide written or verbal reports to the TJPA as directed. These reports shall be in a format accepted by the TJPA.

### **3.2.15. SPACE**

The TJPA shall designate and furnish, without charge to Bidder, storage and washroom space for the non-exclusive use by the employees and all such space shall be deemed to be part of the

Licensed Premises and subject to all the terms and provisions that are applicable to the Licensed Premises.

**3.2.16. PARKING**

There will be no Bidder parking in the dock areas unless authorized by the Facility Director. After loading and unloading in the dock area, vehicles must be moved offsite. Vehicles and any personal property are left at the owner's own liability. Do not leave keys in vehicle.

Any exception to dock rules must be confirmed by Facility Director. If this is not possible, the Security Operations Center's decision will be valid and final.

**3.2.17. INTERRUPTION OF BUILDING SERVICES**

The TJPA reserves the right, without liability or obligation to Bidder, to stop or reduce any heating, elevator, lighting, ventilating, air conditioning, gas, steam, power, water, janitorial or other service of any type or nature or to interrupt the use of any facilities or portions of the Salesforce Transit Center, Salesforce Park, and adjoining infrastructure at any time and from time to time as may be necessary and for as long as may reasonably be required in the discretion of the TJPA as a result of any accident, alteration, repair, maintenance, construction, damage, casualty or Force Majeure.

**3.2.18. ELEVATOR SERVICE**

Bidder shall have the reasonable non-exclusive use of elevators designated by the TJPA. Bidder shall comply with all rules and regulations adopted by the TJPA with respect to the use of the elevators. If such designated elevators are not available, the TJPA may assign alternate elevators to Bidder for temporary use by Bidder. Bidder shall protect the interior of all elevators from damage, paying special attention to any carpet coverings.

**3.2.19. UNION HOLIDAYS AND ADDITIONAL LABOR**

The Bidder shall provide a staffing plan for Union recognized holidays to be approved by the TJPA. Staffing plans should include the number and type of staff recommended by shift, to ensure continued coverage.

Upon request, Bidder shall supply Annual, Monthly, Weekly, Daily and Hourly pricing for additional services that may from time to time be required by the TJPA.

**3.2.20. CHANGES TO SCOPE OF SERVICES**

The TJPA may, from time to time, order changes by additions or deletions to the original Scope of Services . Should this occur, the invoiced sum would be adjusted accordingly. All such orders must be in writing, and the Bidder shall not be entitled to reimbursement for any extra costs

unless the amount of such extras is approved in writing before the work involved in any such change has commenced.

**3.2.21. SUBCONTRACTING**

The Bidder may not subcontract work without the prior written consent of the TJPA. The Bidder agrees that it will not at any time prior to or during the term of the Agreement, either directly or indirectly, use any subcontractor(s) and/or labor and/or materials which would or will create any difficulty with other subcontractors and/or labor engaged by the Bidder or the TJPA in the operation of the premises or any part thereof.

**4 MINIMUM REQUIRED SKILLS AND EXPERIENCE**

Bidders must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. Minimum Qualification documentation should be clearly marked as “MQ1”, MQ2”, etc.... to indicate which MQ it supports. Each Bid will be reviewed for initial determination on whether Bidder meets the MQs referenced in this section. **This screening is a pass or fail determination and a Bid that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The TJPA reserves the right to request clarifications from Bidders prior to rejecting a Bid for failure to meet the Minimum Qualifications.

MQ #	Description
MQ # 1	Submit evidence that Bidder has five (5) years of experience within the last ten (10) years in providing commercial janitorial services of similar size and scope requested by this Solicitation.
MQ #2	Submit evidence that Bidder holds the following Required Certifications: California Department of Industrial Relations Certificate; Janitorial Employer Registration with CA Labor Commissioner; Sexual Violence & Harassment Prevention Training; Cal/OSHA Injury & Illness Prevention Program (IIPP); San Francisco Business Registration Certificate (Treasurer & Tax Collector).
MQ #3	Submit evidence that Bidder has five (5) years of experience within the last ten (10) years in providing commercial janitorial services in Northern California.
MQ #4	Confirm Operational Readiness and Staffing Capacity by demonstrating access to appropriate equipment, staff, and adequate administrative support for a commercial janitorial project(s) of similar size and scope.
MQ #5	Submit evidence that Account Manager has a minimum of five (5) years of experience managing accounts for the Bidder.

**Additional Certifications**

In addition to the certifications required under MQ #2, Bidder may submit the following preferred certifications, licenses, and documented training:

- CIMS and CIMS-GB (Green Building)
- GBAC Star
- Green Seal / EPA Safer Choice product use
- Manufacturer / Equipment Certifications (auto-scrubbers, floor care, etc.,)
- Certified Payroll / prevailing wage compliance
- First Aid / CPR / AED (if applicable)
- Cal/OSHA 10/30 - Bloodborne Pathogens (BBP) training and exposure control plan (for handling/disposing of contaminated waste or sharps).
- New hire, recurring, and supervisor training programs

## **5 BID PRICE**

### **5.1 Bid Format**

The Bid Sheet associated with this Solicitation is attached hereto as Attachment 3. Include a completed Bid Sheet with your Bid, following all instructions set forth therein.

### **5.2 Bid Evaluation Period**

The TJPA will attempt to evaluate Bids within one-hundred eighty (180) days after receipt of Bids. If the TJPA requires additional evaluation time, all Bidders will be notified in writing of the new expected award date.

### **5.3 Price Discrepancies**

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

## **6 OTHER REQUIRED DOCUMENTS**

Bidders shall complete the forms described below and submit them as part of the Bid:

- 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)
- C. Good Faith Efforts Form (if the SBE utilization goal is not being met) (refer to Attachment 5)
- D. Bidder’s nondiscrimination program or equal employment opportunity policy statement

## **7 SUPPORTING DOCUMENTATION REQUIRED SEVEN DAYS AFTER ISSUANCE OF NOTICE OF INTENT TO AWARD**

Bidders must provide each Required Supporting Documentation (“RSD”) identified below no later than seven calendar days after issuance of the Notice of Intent to Award. Failure to do so may result in the Bid being deemed Non-Responsive.

<b>RSD #1</b>	Evidence that Bidder is compliant TJPA vendor or likely to become compliant within 30 calendar days of the Bid Due Date.
<b>RSD #2</b>	Insurance in accordance with Section 18 of Attachment 2, TJPA’s Contract Terms.

**8 BID EVALUATION CRITERIA**

<b>Evaluation Phase</b>	<b>Evaluation Criteria</b>
Minimum Qualifications Documentation	Pass/Fail
Other Required Documents	Pass/Fail
Bid Sheet	Lowest Price

**9 SUBMITTAL PROCEDURES**

Bids must be received by the TJPA no later than **2:00 p.m. Pacific Time on Friday, August 7, 2026**. Bids submitted electronically shall be in Adobe PDF (Portable Document Format) and sent via email or file sharing link to [Procurement@tjpa.org](mailto:Procurement@tjpa.org). Bidders who elect to submit a physical copy of their Bid shall submit one hardcopy and a USB drive containing the Bid in PDF to the following address:

Transbay Joint Powers Authority  
Attn: Procurement – IFB 26-06  
425 Mission Street, Suite 250  
San Francisco, CA 94105

Bids 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 without consideration.

Beginning on the date this IFB is issued and made available to prospective Bidders, there will be no communications concerning this IFB between members of the TJPA Board, TJPA staff, other consultants already engaged by the TJPA or members of the selection committee and prospective Bidders and their employees or agents, except as provided herein. Any violations of the above restriction will result in the immediate disqualification of the Bidder 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 IFB may be directed in writing to:

Transbay Joint Powers Authority  
Attn: Procurement Office – IFB 26-06  
425 Mission Street Suite 250  
San Francisco, CA 94105  
Email: <mailto:Procurement@tjpa.org>

Bids delivered by hand must be received at the TJPA’s main office located in the transit center, which is accessible via the Beale Street elevators between Mission and Howard streets.

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

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

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

## **10 SCHEDULE AND ADDENDA**

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

The TJPA may modify this IFB prior to the date Bids are due by issuing written addenda. Addenda will be posted on the TJPA’s [website](#). For parties who requested a hard copy of the IFB 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 Bidders 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 IFB, are solely responsible for ensuring the receipt of any and all addenda, and should therefore check the website before submitting their Bids to ensure receipt of all addenda, and to ensure their Bids respond to any such addenda.

## **11 STANDARD AGREEMENT PROVISIONS**

Following negotiations, the selected Bidder will be expected to enter into a professional services agreement substantially in the form of the Model General 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 Bidder’s contract offer.

Bidders 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. Labor and Employment Code Article 111, 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. Labor and Employment Code Article 121, requires contractors to provide health care coverage to certain employees or pay amounts in lieu thereof. Contractors should consult the San Francisco Labor and Employment 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 General Services Agreement if exceptions are not clearly noted within the Bidder's Bid.

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

Once the Agreement is executed, any resulting work will be assigned to the selected Bidder (Contractor) by the TJPA through NTPs. It is anticipated that the first NTP will be issued in September 2026.

## **13 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, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible

The TJPA recommends that Bidders 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 Bidder will be required to complete and submit the TJPA's Bidders/ Proposers Information Request Form with its Bid, regardless of DBE/SBE participation. Upon award of the

contract, Bidder 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 IFB and are available on the TJPA [website](#).

**Equal Employment Opportunity**

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

**DBE Participation**

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

**SBE Utilization Goal**

The TJPA has not established an SBE utilization goal for this contract. However, Bidders 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.

**Questions Regarding DBE/SBE**

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

DBE/SBE Liaison Officer  
Transbay Joint Powers Authority  
425 Mission Street, Suite 250  
San Francisco, CA 94105  
(415) 597-4615 fax  
Email: [Procurement@tjpa.org](mailto:Procurement@tjpa.org)

**14 PREVAILING WAGE ORDINANCE**

Services to be performed by an awarded Contractor under this Solicitation will involve the performance of work covered by or San Francisco Labor and Employment Code Article 102 (102.2) (collectively, "Covered Services"), which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Bidder and its subcontractors. Refer to Attachment 2, Model General Services Agreement for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

**15 UNION REPRESENTATION**

Bidder are advised that janitorial services under this Agreement may be performed by union-represented employees of SEIU United Service Workers West, Local 87, and the Bidder shall

comply with all applicable collective bargaining agreement requirements, union procedures, and labor standards of Local 87. The Bidder shall pay prevailing wages to all covered employees in accordance with San Francisco Labor and Employment Code Article 102 (102.2). In the event of a change in contractor, the successor contractor shall likewise employ workers represented by Local 87 for all janitorial services performed under this contract.

**16 LEVINE ACT**

The Levine Act (Government Code § 84308) is part of the Fair Political Practices Act that applies to elected or appointed officers of an agency, and their alternates.

The Levine Act generally provides that while a proceeding involving a contract is pending, and for 12 months following the date a final decision is rendered in the proceeding, Board members (including Board member alternates) and officers may not accept, solicit, or direct a campaign contribution of more than \$500 from an applicant for the contract or their agents, if the Board member or officer knows or has reason to know that the applicant has a financial interest.

The Levine Act also generally requires Board members and officers who have received from an applicant for a contract or their agents a campaign contribution of more than \$500 in the preceding 12 months to disclose the contribution on the record of the proceeding in which a contract is being considered before the decision on the contract is rendered, and to refrain from making, participate in making, or in any way attempt to use their official position to influence the decision on the contract if the officer has willfully or knowingly received the contribution. The Levine Act provides certain opportunities to cure.

Each Bidder must disclose any campaign contributions of more than \$500 the Bidder or its agents have made to a TJPA Board member or officer within the 12-month period preceding the submission of its Bid. This requirement applies to the Bidder, as well as to any member firm or individuals on the Bidder's team, subsidiaries, parent companies, other firms associated with the Bidder and agents of the Bidder. If such a contribution has been made, Bidder must provide to the TJPA's Contracting Officer a written statement setting forth the date and amount of said campaign contribution(s). The Contracting Officer must receive this information at the same time the Bid is received. Bidders must provide prompt written notice to the Contracting Officer of any qualifying contributions made after the Bid is submitted but before the date of the proceeding in which the contract is being considered.

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

Jeff Gee, Peninsula Corridor Joint Powers Board/Caltrain - Chair	No Alternate
Rafael Mandelman, SF Board of Supervisors -Vice Chair	Tilly Chang, Alternate
Chris Andrichak, AC Transit	Jean Walsh, Alternate
Julie Kirschbaum, SF Municipal Transportation Agency	Judson True, Alternate
Charley Lavery, SF Board of Supervisors	Tilly Chang, Alternate
Eileen Mariano, Office of the SF Mayor	No Alternate
Mark Tollefson, CA High Speed Rail Authority	LaDonna DiCamillo, Alternate

Vacant, State Dept. of Transportation (Caltrans), *Ex Officio*

No Alternate

**17 PROTEST PROCEDURES**

The full Protest Policy is available on the TJPA website at <https://www.tjpa.org/about-tjpa/board-directors> > Board Policy No. 002 Protest.