



City of Dallas



Request For Proposals (RFP)
Aircraft Fee Collection and Billing Services
Buyer Solicitation Number: BHZ25-00028749

Scope of Work

I. Introduction, Purpose, and Intent

The Department of Aviation (DOA) is seeking proposals for an existing aircraft identification and tracking system to continue the maintenance, support, billing, and collection of arrivals/departure landing fees for General Aviation (GA), Non-Signatory (NS), and U.S. Customs and Border (CBP) aircrafts. The intent is to establish a five (5) year Indefinite Delivery/Indefinite Quantity (ID/IQ) service price agreement. An ID/IQ term agreement is established when quantities of goods or services and/or delivery schedules cannot be determined. Goods or services shall be ordered on an as needed basis for the term of the agreement.

QUALIFICATIONS

Proposers should be in an established business providing such services as requested for five (5) years or more. If requested, the proposer shall provide references to provide proof of five (5) or more years in business. Proposers should, at their own expense, be responsible for the operation. The selected vendor must demonstrate knowledge of FAA Regulation Part 139 for airport operations.

II. Pre-Proposal Meeting Schedule, Questions, and Inquiries

During the solicitation process proposers are required to limit their communication regarding this project to the Buyer referenced herein. A preproposal meeting will be held by the City whereby the proposers will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The preproposal meeting will be the only time when proposers and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be addressed to the assigned Buyer. Proposers may submit their questions electronically through the City solicitation portal, <https://dallasCityhall.bonfirehub.com/login>. All questions shall be submitted electronically; the City will respond to all questions by way of addendum which will be posted as part of the solicitation. The City, its agents, and employees shall not be responsible for any information given by way of verbal communication.

III. Proposal Submittal Requirements

1. Provide a two-page summary brief history of your Company.
2. Provide at least three (3) customer references who have used your company's services for a similar scope of the project described in this RFP
3. Describe all project milestones, including design, installation, integration, and implementation of systems for Wi-Fi services. Indicate that you have reviewed and accounted for all applicable local, state, and federal agency requirements in preparing your timeline.
4. Copies of all required permits and licenses are required to perform these services in the State of Texas.

5. Provide System Privacy and Cybersecurity Policies.
6. Submit a proposed Acceptance Testing Procedure (ATP) for approval by the City and use it if selected.
7. Submit a proposal of structure and compensation to provide Wi-Fi services to all Airport users that includes concession fees, minimum annual guarantee, and/or revenue share percentage fees per year for the total of five (5) years.
8. Submit a proposal structure and compensation for any future Dallas Love Field or future technologies and convergence.

IV. Specifications or Scope of Work

The scope of work is to provide maintenance and support for the existing wireless solar-powered air-side cameras that capture aircraft registration numbers and fuse this data with NextGen aircraft surveillance and flight plan proprietary hardware and software systems.

The scope of work includes Aircraft Capture identification, General Aviation Fee Billing/Collection, Commercial Non-Signatory Fee Billing/Collection, Customs Patrol Boarders Fee Billing/Collection, and a yearly Commercial Billing Self-Report Audit Report. The Contractor must present monthly accounts receivable aging reports, credit approval reports, commercial activity for Signatory Flights reports, and annual rate reports. During the implementation phase, the Contractor will provide training to the airport staff.

Airport Capture Identification:

Proposer must have the capability to operate, maintain, and troubleshoot the NextGen Flight Tracking Data and Aircraft Identification Pods, which include the following components: 8 aircraft ID pods-various location around the City, 1 (one) wireless network repeater, 1 (one) wireless access point, 1 (one) server data transport and system access and associated network components.

Proposer must also train City Personnel on proper use, updating, and maintenance of the Vantage Aircraft ID System, including providing system and user documentation. The ability to confirm that aircraft data is accurate and to identify any gaps in identification coverage. Selected proposer will be responsible for working with the City staff to reposition pods for the best possible coverage if necessary. Data shall be available to the Department of Aviation (DOA) for the purpose of the contract and selected proposer will be expected to provide 24-hour, 7-day-a-week service for repair and replacement of hardware.

Billing, Invoicing, and Collection:

The Proposers shall state in words and in numbers their financial compensation, which shall be proposed as a percentage of gross concessions revenues or revenue share percentage fees payable to the City by airport tenants and concessionaries, and it has been agreed to by the City and airport tenants and concessionaries. They shall pay the greater of the Minimum Monthly Guarantee (MMG) or percentage of concessions fee for the relevant period of each year derived from the

operations of the DAS/Wi-Fi system of the contract term, which shall be established and described in the submitted proposal.

During the term of the contract, the Awarded Contractor shall expect revenue streams from subscriptions by major carriers, fees and services provided by tenants and concessionaires shall cover, to the greatest extent possible, implementation costs, operations, and maintenance costs, and provide the Awarded Contractor with revenue.

The City is a tax-exempt agency. Any lost revenue resulting from errors or omissions on the part of the selected Proposer are total adjusted gross revenues shall not be offset for returned items or credits. The City, at its request(s) and options, may negotiate a buy-out that shall include the residual value reflecting depreciation at standard industry rates.

Provide customer service center (live via phone and email) access to all aircraft operator accounts to address and resolve questions regarding fees, invoices, payments, and other customer service items that arise from issued invoices.

Provide Pilot Portal where aircraft operators can securely login to their account(s) to check billing status, print and review bills, and submit payment online.

Maintain an automated billing service including billing, customer support, collection of fees, and reporting.

Enable web-based access by CITY staff to collect data-including images and reporting capability, using the City Portal. Data must be available for download into commercial off-the-shelf software program (Excel).

Provide a collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.

Process payments through a secure bank lockbox with proper and auditable cash controls. Within seven (7) days after the close of the month, provide the City Manager with the Deposit Detail Report for approval and electronically transfer collected funds to the CITY in accordance with the contractor service fee agreement outlined in the pricing section herein.

Provide ongoing client and user support. The contractor will provide documentation on the client (pilots, plane owners, etc.), support with questions, concerns, and resolutions using the contractor's customer operations process.

The contractor will provide monthly reports for enplaned planes with tail numbers, complaints from customers, and charges for the month.

Payment Card Industry (PCI) Security Standards Council (SSC) Standards Compliance: The City of Dallas requires the proposed solution and its supporting solution components to be deployed, operated, and/or managed in a compliant manner with all current and relevant PCI security standards including but not limited to the most current version of the PCI Data Security Standard

(DSS). As The City of Dallas is ultimately responsible and accountable for the compliant deployment, operation, and management of all solutions operated by or on behalf of the City with all applicable standards, the Proposer must provide all appropriate compliance attestations to the City no less than annually or upon significant change to the solution. Proposer attestation must include appropriate attestation for each component of the proposed solution. In the event that a solution component Service Provider (e.g., service provider, vendor, contractor, other) declines to attest compliance with all applicable standards, the Proposer must employ reasonable management processes according to applicable PCI SSC standards to manage the solution component in alignment and agreement with the goals and objectives of the standard in question.

All Proposers successfully responding to this solicitation acknowledge and agree that:

- The Proposer is proposing a payment card acceptance solution to The City of Dallas.
- The Proposer offering will NOT be excluded from City standards compliance regardless of Proposer perspective.
- The proposed solution or solution component is subject to compliance with all applicable PCI SSC standards (required compliance with minimally include the current version of the Data Security Standard (DSS)).
- The Proposer is acting in the role of Service Provider to The City of Dallas in fulfillment of this solicitation.
- The Proposer is deploying, operating, and/or managing a payment card acceptance solution or payment card acceptance solution component subject to PCI SSC standards to which Proposer must achieve and continuously maintain compliance with said standards.
- The Proposer must attest to compliance with all applicable standards no less than annually and upon significant change to the solution.
- The Proposer is responsible and accountable for ensuring that each component purveyor (known for the purposes of this solicitation as a Service Provider to the Proposer) of the payment card acceptance solution must attest to compliance with all applicable standards and such attestation must occur no less than annually and upon significant change to the solution.
- The Proposer must attest to PCI DSS compliance using PCI SSC created reporting templates. The reporting templates used by the Proposer must be of the type for self-assessment and/or attestation as a Service Provider. The Proposer acknowledges and agrees that Merchant reporting templates are not acceptable for the purposes of this solicitation and the use of Merchant templates by the Proposer are considered a violation by the Proposer of its agreement with the City. Either a Self-Assessment Questionnaire D (SAQ-D) for Service Provider completed by Proposer or Attestation of Compliance (AOC) completed by a current, certified Qualified Security Assessor (QSA) may be used. Proposer acknowledges and agrees that the City has the final determination as to what reporting documents are adequate for City use in its attestation purposes.
- The Proposer use of templates created by entities other than PCI SSC is considered a violation by the Proposer of its agreements with the City
- The Proposer will make immediately available upon request by the City any documents, evidentiary artifacts, or interviews of Proposer or its Service Provider

personnel material collected to substantiate its claim of compliance with DSS and any other relevant PCI SSC standard for a particular reporting period. The Proposer will maintain such supporting attestation material for a period of seven years from the date of attestation to the City.

If the Proposer fails to achieve and continually maintain compliance with all applicable standards, the City may take steps at the Proposer's cost to bring the solution and its components into compliance with current PCI standards or terminate the contract for cause.

Assigned personnel:

The Contractor shall assign only competent personnel to perform the work here under. In the event that at any time City, in its sole discretion, desires the removal of any person(s) assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from City.

Any and all people identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by City to be key personnel whose services were a material inducement to City to enter into this Agreement, and without whose services City would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of City.

If any of the Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for the timely provision of adequately qualified replacements.

Contractor will provide a copy of the as built once the hardware has been upgraded as well as records of the implementation and configuration of any network or hardware implementation.

DEPLOYMENT SCHEDULE

- Phase 1 will deploy, install, and configure equipment and devices required to project Wi-Fi to the main terminal areas.
- Phase 2 will begin with the expansion of DAS/Wi-Fi services extending to Parking garages A, B, and C, respectively.

City Obligations:

CITY Obligations – General: City shall use its best efforts to perform or provide the following:

Provide information: The City is subject to applicable security procedures and protocols. The City shall make available to Contractor any documents, data, or information necessary for Contractor

to plan and provide the services described in this Agreement, and that are within the City's possession or control and are not privileged or subject to privacy protections. Examples of this data may include aircraft fee rates, collection records, based aircraft lists, etc.

Point of Contact: CITY shall designate a representative authorized to act on behalf of CITY for the duration of this Agreement.

Timely Response: City shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to City for review by Contractor and respond as necessary within a reasonable time.

City Obligations Systems: City shall use its best efforts to perform or provide the following:

Access: City shall, subject to all security rules, regulations, policies, and procedures, facilitate access to the areas agreed to by City and needed by Contractor to perform work (installation, testing, repairs, adjustments), including but not limited to server rooms, rooftops, and agreed-upon airfield equipment locations. City shall provide escorts when required, with the understanding that some of the work must be performed in darkness (either late night or very early morning) and that the exact schedule and number of hours can vary depending on the complexity of the work, weather, and other factors beyond the control of the Contractor.

Server location: The City shall provide and maintain a suitable location to accommodate the Contractor's network server and omni antenna. The server location will be secured, air-conditioned, have reliable AC power, and be within reasonable proximity or connection (i.e., LAN no longer than 150 ft.) to the Access Point omni antenna, located on the rooftop of the same building with line-of-sight to all airfield-based Aircraft ID Pods.

The City Internet Connection: The City will provide an internet connection to facilitate outbound and inbound connections to the Contractor server by their tech team. The connection must allow remote access to the Contractor server via LogMeIn. The Internet connection must be located near (within 150 ft.) the Contractor server and have download and upload speeds of at least 5Mbps but faster is preferred.

Wireless Access Point Location: The City shall maintain a suitable location to accommodate a wireless access point antenna. The location will likely be on the rooftop of the building housing the server, with a line of sight to all airfield-based Aircraft ID Pods.

Equipment Locations: City will work with Contractor to determine locations that best fit guidelines and restrictions with respect to the installation and operation of any equipment at the City required for Contractor's providing of services (i.e., locating equipment at the CITY required for Contractor's providing services (i.e., locating equipment outside RSAs). Ultimate responsibility for equipment locations and obtaining any required permissions is borne by the City.

Shipments: The City shall receive system equipment shipments and store replacement equipment in a secure location, out of the elements, until the Contractor's installation team arrives. The City will transport equipment to the Contractor workspace on City Property (see below).

Workspace: The City shall provide a workspace for the Contractor to assemble and test equipment prior to deployment on the airfield. The workspace location will be out of the weather and accessible to Contractor vehicles.

Maintenance: The City shall perform level 1 equipment maintenance and troubleshooting/repair.

Level 1 maintenance is defined as the basic, non-technical maintenance required for common types of airfield equipment, including: Grass/weed cutting, removal of animal and insect habitats, and the obstruction of solar panels. The City must exercise caution when cutting grass near the pods to avoid contact or impeding the equipment functionality.

Occasional (once per quarter or after major weather events such as hurricanes/tornadoes), cursory visual inspections for signs of excessive physical wear or damage and reporting of same to the technician of Contractor.

City staff will avoid piling snow in front of or on Contractor's equipment and carefully brush lingering snow from solar panels when required.

Reasonable measures to avoid damaging equipment during construction or other field maintenance (i.e., mowing, tree cutting, grading, snow removal, repaving, etc.).

Level 1 troubleshooting/repair is defined as:

Helping the Contractor team diagnose problems (usually based on automated equipment alerts from the Contractor's system) by visiting equipment site(s) with a cell phone and making visual observations at the guidance of the live Contractor technician team.

Minor repairs (i.e., breaker resets, duct tape to cover damage, replacement of very basic components such as batteries (most common) or solar panels (usually only in the case of damage from collision or flying objects such as rocks from mowers). Complex repairs, such as camera replacements, will be performed by the Contractor's technician team.

Equipment Damage: Contractor equipment warranty and maintenance provisions are limited to normal wear and tear. Damage to equipment caused by other circumstances will be the responsibility of the City. The damaged equipment will be repaired by the Contractor, and the documented cost for repair(s) (parts, travel, labor, etc.) will be billed to the City; Approved documented repair will be deducted from the City's share of collection proceeds.

Examples of "other circumstances" not covered by Contractor's warranty and maintenance: severe weather, flooding, collision, flying objects (i.e., FOD mower-thrown rocks, blown/plowed snow/ice), collision with CITY vehicles, vandalism, damage by animals, etc.

CITY Obligations – Plane Pass

Financial Point of Contact: CITY shall designate a representative authorized to act on behalf of CITY for the duration of this Agreement in the City of reviewing Plane Pass financial reports and

interfacing with Contractor's Plane Pass team from time to time on issues such as based aircraft lists, fee rate updates, CITY fee policies, and exemption requests.

City Policy – CITY and its governing Municipality shall be responsible for setting CITY policy as it pertains to aircraft fee billing and other matters that may involve Contractor and for communicating these policies to the appropriate CITY stakeholders, including the CITY flying community.

Will provide access to secure areas:

1. Building access
2. Space in existing equipment rooms
3. Electrical power
4. AutoCAD drawing/files of DAL Airport, DOA divisions and facilities
5. Existing trays or hangers and conduit space to be utilized for cabling
6. Parking during the project phase
7. Escorts on the airfield for equipment maintenance or replacement

V. Communication

It is essential that the Awarded Contractor responds clearly after receiving a telephone call or email from the City. Written correspondence, in the form of email, from the City of Dallas shall be answered within twenty-four (24) hours. The awarded Contractor shall respond to phone calls from the City within four (4) hours of receipt.

Communication with customers who contacted the contractor will be documented and sent to the City of Dallas on a weekly basis, along with the resolution to the issue.

VI. Commencement Date

The commencement date of this contract will be the date that it is completely signed by all parties, entered all City systems, and deemed in effect by OPS.

VII. Award Method

The City's intent is to award this solicitation in its *entirety*, but the City reserves the right to award in the method that is most advantageous to the City.

The City reserves the sole discretion to determine whether a solicitation response is responsive. City reserves the right to reject any or all bids and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of the City. Late bids will not be considered for award.

VIII. Location and Invoicing

Generate automating invoicing and collections related to the General Aviation Fee, Non-Signatory Fee, and Customs Patrol Border Fee, and aircraft departure and landing fees at Dallas Love Field Airport.

1. Automated Invoicing Process: The system will be responsible for the creation and delivery of monthly invoices for all billable events associated with aircraft operators. These invoices will be generated based on actual data, ensuring that all billable events are accounted for. The invoices will be posted to operator accounts, detailing all relevant charges.

The delivery method of these invoices will be flexible and will include one of the following options:

- Paper by Postal Service
- Electronic via email
- Electronic via a secure online web portal

2. Revenue Collection: The revenue collection process will involve actively receiving payments from aircraft operators for services used at Dallas Love Field Airport. The goal is to transmit all collected revenue from the prior month by the 10th of the following month, as mandated by City Ordinance.

3. Accounts Receivable Management: To ensure accounts receivable cash flow operations, it is critical to maintain updated receivables of less than 120 days. Regular monitoring and follow-up on outstanding payments will be essential for keeping accounts up-to-date and minimizing overdue balances.

The airport tenants and concessionaire's Accounting Officer shall submit to the City a copy of an accurate statement of its gross revenues, fees, and other charges in the format as required by the City. Payments required to be made to the City under this contract shall be made in lawful money of the United States and shall be payable to and at:

City of Dallas – Dallas Love Field Airport
Attention: Aviation Accounts Receivable Division
7555 Lemmon Ave
Dallas, Texas 75209

The City shall pay invoices in 30 days. In order for the City to pay invoices in 30 days, the vendor's invoice must be correct, and reflect the work or goods delivered to the City. The 30 days begin when the City has received a correct invoice reflecting the work or goods delivered. If the City receives an invoice that is not correct and/or reflective of work or goods that have been delivered, the City will request a corrected invoice, and the 30-day period will begin once the correct invoice has been received. All work described in the vendor invoice must have been delivered in compliance with the terms of the contract.

Invoices shall be submitted monthly to the City for payment, unless both parties agree to an alternative arrangement based on project milestones. Each invoice submitted for payment shall include, at a minimum, the following information:

- Name and address of the department for which services were provided
- Contact information of City staff who placed the order (name, phone number, department)
- Date of order or Service
- Detailed description of each service
- Price goods or services (charges for all services covered by this contract are to be separately stated and explained)
- Total cost of goods/services

Submitting invoices without the above information may cause delays in payment processing. Incorrect invoices or invoices sent to the wrong address will delay payment. Vendors who fail to follow this procedure risk having the contract with the City cancelled.

IX. Ownership

The City of Dallas is the owner of all proprietary information, Plane Pass, and all equipment on the airfield at Dallas Love Field.

X. Total Cost of Goods and/or Services

The total cost of the collection services will be based on a proposed percentage of the revenue collected from general aviation, non-signatory, and customs landings.

XI. Evaluation Criterion The evaluation criterion is relatively standard, Criterion total 100 points.

- **Experience And Qualifications: 40 Points**
- Current Airport Aircraft collection services
- Billing and collection,
- Aircraft Capture and identification implementation and training
*Assigned staff experience
- Experience is comparable audits and single audits

Approach: 30 Points

- Demonstrated Knowledge of Aircraft fee collection (website hosting)
- Integration
- Design,
- Installation,
- Integration, and implementation of systems for Wi-Fi connected services.
- Demonstrated maintenance approach
- Billing, invoicing and collections
- Monthly Reporting
- Client and User support

- Audit and Cash Controls
- PCI Compliance

Cost and Timeframe 30 Points

*Cost and implementation Timeframe

XII. Performance Measures and Contract Management

The City will monitor the contract and measure vendor performance. Performance Measures to be monitored are:

- On time schedule completion as determined by the City, monthly, quarterly, biannually, or annually.
- Invoicing – On-time invoicing and accuracy.
- Quality Services – performance matrix as determined by the department, and service delivery complies with the contract requirements.
- Quality of Customer Service – how expeditiously the contractor resolves issues and returns calls.
- Deadlines – Does the vendor meet the established contract deadlines?
- Reports (fiscal year rates and charges rate setting reports {preliminary, mid-year, final, revenue estimate reports) and frequency of such reports
- Due dates (June, October and March) – subject to change as needed; and
- Verification of data and calculations – spreadsheets and associated revenues.

The vendor will be evaluated every six months according to the performance measures. Any contract non-conformances should be addressed with the Assistant Director of Administration via email. The contract will include instructions for disputes.

XIII. Special Requirements

To comply with the Transportation Security Administration's (TSA) requirements, all proposers' and proposers' employees working at DAL airport must pass a criminal history background investigation and be issued an airport identification badge (Required unless otherwise approved by the Department of Aviation). The cost of this investigation will be billed to the proposer. This must be completed within the first 30 days after the contract award date. The Agency requires the proposer to return badges of any terminated employee of the proposer and/or at the end of the proposer's term to the Dallas Airport Security team. A \$100 fee will be assessed per unreturned badge. The Proposer will supply a current list of active employees who will be servicing the property.

XIV. Exhibits

Exhibit B - Map of camera locations

XV. Audit Requirements

A Project Implementation Plan (PIP) will be developed, documenting deliverables. The City will audit the project schedule based on the Project Implementation Plan (PIP) to ensure successful and timely implementation.

For verifying the gross revenues or any other reasonable business purpose, the City reserves the right to audit the Contractor books and records of receipts and charges at any time during the term of this contract and any extensions thereof. All reasonable expenses of said audit shall be borne by the Contractor, and any additional percentage payments determined to be rightly due and owed by any audit shall immediately be paid by the Contractor to the City.

XVI. Service Completion Schedule

The Service Completion Schedule will be determined by the Project Management team and will be outlined in detail in the Project Implementation Plan (PIP).

XVII. Transition

If this contract is terminated for any reason by the contractor or the City, the vendor will provide five years of information/data, including: the users' billing names, addresses, phone numbers, landing dates, and tail numbers. All data will be distributed to the City of Dallas as proprietary information. The data will be free of any malware, bugs that may cause harm, or cybersecurity risk to the City of Dallas. If the data is encrypted, the encryption key must be included in the data exchange.

XVIII. Closeout Procedures and Requirements

Thirty (30) days prior to the end of the awarded contract, all parties will meet to schedule and discuss close out procedures. Final invoicing and payment will be discussed after a review of the Contractor's final contract obligations. Relevant parties shall attend the closeout meeting to determine the status, disposition, and transfer of any and all documents, work products or information that is to be delivered to either the Contractor or the City.

XVI. Documents Submitted with Proposal or upon Request

1. Business Information Form (OPS-02)
2. Conflict of Interest Policy and Questionnaire (OPS-06, State Form CIQ)
3. Statement of Insurability and Quote (OPS-04)
4. Payment and Performance Bonds (OPS-05)
5. Team Make-Up and Local Workforce Form (OPS-FRM-640)
6. Living Wage Affidavit (OPS-3)
7. Sample Contract with markups
8. Any other City documents as required

XIX. Opening of Proposals

The City will open proposals during the bid reading. Proposer names will be publicly read at the bid reading which takes place at 2:00 p.m. on Fridays and can be viewed on the City's website.

It is the responsibility of the proposer to clearly mark and identify all portions of the proposal, which, in the proposer's opinion, contain trade secrets, confidential information and other proprietary information. All proposals are subject to the Texas Open Records Act process.

XX. Review of Proposals

1. The City will review and evaluate the proposals submitted to determine if submitted proposals demonstrate the required experience and qualifications to fulfill the obligations of the services identified in this RFP. Vendor Presentations are anticipated to take place on March 27th. Proposers will be notified by the buyer as to the location and times of presentations.
2. The City may conduct all necessary inquiries or investigations, including but not limited to, contacting references to verify the statements, documents, and information submitted in connection with the Proposal. The City may also seek clarification from the referenced Proposers about any financial and experience issues.
3. Please be aware that the City of Dallas may use sources of information not supplied by the proposer concerning the abilities to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from industry newsletters or other publications or from non-published sources made available to the City of Dallas.

XXI. Proposal Pricing

1. Proposed pricing shall be firm for the entire contract. The Contract shall commence on the date of award by the Dallas City Council and upon the execution of the Contract.
2. Costs not included or calculated in the applicable unit prices as-proposed will not be paid by the City, regardless of the intentions of the proposer-when the proposal was submitted and regardless that those costs were actually incurred.

XXII. Insurance Requirements

The successful contractor will be required to purchase, within fifteen days of award, and maintain, during the term of the contract, insurance as described in Attachment 1 and agrees to the indemnification agreement therein and required performance and payment bond.

XXIII. Discussion with Reasonably Qualified Proposals

1. The City reserves the right to engage in discussions or conduct interviews, either oral or written, with the proposers determined by the evaluation criteria to be reasonably viable to being selected for award. If discussions or interviews are held, the buyer may request best and final offers. The request for best and final offers may include:
 - Notice that this is the opportunity to submit written best and final offers
 - Notice of the date and time for submission of the best and final offer
 - Notice that if any modification is submitted, it shall be received by the date and time specified or it will not be considered

- Notice of any changes in the Proposal requirements
2. Following evaluation of the best and final offers, purchasing may select for negotiations the offer that is most advantageous to the City, considering price or cost and the evaluation factors in the RFP.
 3. After the most advantageous proposer(s) has been identified, Contract negotiations may commence. If at any time Contract negotiation activities are judged to be ineffective, Office of Procurement Services will cease all activities with the proposer and begin Contract negotiations with the next highest ranked proposer. This process may continue until either both the proposer and Office of Procurement Services executes a completed Contract or Office of Procurement Services determines that no acceptable alternative proposal exists.
 4. The City reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a Contract based on initial proposals received. Therefore, each proposal should contain the Proposer's best terms from a price and technical standpoint. Also, only proposers submitting a proposal will be notified of any communications after the RFP closing.

XXIV. Rejection or Acceptance of Proposals

1. This RFP does not commit the City to award any Contract. The City reserves the right to reject any or all proposals, to waive technicalities or irregularities, and to accept any proposal it deems to be in the best interest of the City. The City shall not be liable for any costs incurred by any company responding to this RFP.
2. The City will require the recommended proposer to sign the necessary Contract documents prepared by the City Attorney's Office. A sample Contract is included as an attachment. Proposer must take exception to any term of the Contract to which it will not agree in its proposal.

XXV. Late and Withdrawn Proposals

Proposals are required to be submitted electronically at using the City procurement website <https://dallasCityhall.bonfirehub.com/login>. The system will not accept submittals after the due date and time and hard copy submittals are not permissible.

XXVI. Confidentiality

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response. City cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Proposals will be opened by the City to avoid disclosure of contents to competing Respondents and kept secret and confidential during the solicitation process and prior to award. Respondents who include information in a proposal that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the proposal "trade secret" or "confidential" at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a proposal, the Proposer shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from

disclosure, for the City Attorney to present the matter to the Attorney General of Texas for final determination.

XXVII. Disqualification of Proposers

Proposers may be disqualified for, but not limited to, the following reasons:

- Reason to believe collusion exists among the proposers
- The proposer is involved in any litigation against the City of Dallas
- The proposer is in arrears on an existing contract or has failed to perform on a previous contract with the City of Dallas

XXVIII. Permits Required by Law

Awarded Proposer shall possess or obtain any necessary permits required by City ordinance or State or Federal law for the performance of the Services prior to commencing the Services. The Proposer shall perform its obligations pursuant to this Contract in accordance with the City of Dallas, DOA, and all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative and judicial orders applicable to the Services to be performed pursuant to the proposer.

The City has developed an Environmental Management System (EMS), based upon International Standards Organization (ISO) Standard 14001. As part of the EMS, the City has adopted an environmental policy. Awarded Proposer acknowledges receipt of the environmental policy as a part of the Request for Competitive Sealed Proposal and shall adhere to the policy and provide information to the City in the form and at the times requested by the City in furtherance of the policy.

The Awarded Proposer shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas and otherwise acceptable to City, the minimum insurance coverage contained in the City's Specifications, attached to, and made a part of this contract.

Approval, disapproval, or failure to act by the City regarding any insurance supplied by Proposer or its subcontractor shall not relieve Proposer of full responsibility or liability for damages, errors, omissions, or accidents as set forth in this contract. The bankruptcy or insolvency of Proposer's insurer or any denial of liability by the proposer's insurer shall not exonerate from the liability or responsibility of the proposer set forth in this contract.

XXIX. Records and Audit

The Contractor shall keep accurate records of all components of invoices to the City, including but not limited to times and payroll receipts for hourly personnel utilized by this Contract. These records shall be retained for a minimum of two years after the conclusion of the Contract. The City reserves the right to audit any records it deems necessary for the execution of this Contract.

XXX. Assignment of Contract

The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of the Contract of any part therein or its right, title or interest therein or its power to execute the same to any other persons, firm, partnership, company or corporation without the prior written consent of the City. Should the Contractor assign, transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the City may, at its discretion, cancel the Contract and all rights, title and interest of the Contractor shall therein cease and terminate, and the Contractor shall be declared in default.

XXXI. Default by Contractor

The following events shall be deemed to be events of default by Contractor under the Contract:

- Contractors shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- Contractor attempts to assign the Contract without the prior written consent of the City.
- Contractor shall fail to perform, keep or observe any term, provision or covenant of the Contract; or
- Contractor fails to properly and timely pay Contractor personnel, suppliers or other contractors and the failure impacts the City or its Facility in any manner.

In the event a default occurs, the Director shall give the Contractor written notice of the default. If the default is not corrected to the satisfaction and approval of the Director within the time specified in such notice, the City may immediately cancel the Contract. At the direction of the Director, the Contractor shall vacate the facility, if applicable, and shall have no right to further operate under the Contract.

The Contractor, in accepting the Contract, agrees that the City shall not be liable to prosecution for damages or lost anticipated profits if the City cancels or terminates the Contract.

No Waiver: No waiver by the City of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

XXXII. Termination

The City may terminate this agreement in whole or in part by giving thirty days written notice thereof to Contractor. The City will compensate Contractor in accordance with the terms of the agreement for all goods and services delivered and accepted prior to the effective date of such termination notice.

XXXIII. Miscellaneous

1. After executing the Contract, no consideration will be given to any claim of misunderstanding.
2. Proposers shall submit with the Proposal, the required Contractor's qualification statement with supporting information as stated herein along with all other supporting documentation requested.

3. Proposers shall thoroughly familiarize themselves with the provisions of these Specifications and the Facilities.
4. The City reserves the right to reject all Proposals and to waive any minor irregularities.
5. A Proposal may be disqualified if the corporation or individual Proposer is in arrears or in default to the City for delinquent taxes or assessments or on any debt or Contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the City by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, Proposers may be disqualified for poor prior performance on similar Contracts with other entities.
6. The Contract with the Contractor will be drawn by the City and may contain such other provisions as are deemed necessary to protect the interests of the City.
7. The Contractor agrees to abide by the rules and regulations as prescribed herein. The Contractor will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
8. If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
9. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.
10. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the City Attorney or his authorized representative shall be final.

XXXIV. Conflict of Interest

CHARTER XXII Sec. 11 FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED

- (a) No City official or employee shall have any financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as a City official or employee. Any violation of this section shall constitute malfeasance in office, and any City official or employee guilty thereof shall thereby forfeit the City official's or employee's office or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City manager or the City council.
- (b) The alleged violations of this section shall be matters to be determined either by the trial board in the case of employees who have the right to appeal to the trial board, and by the City council in the case of other employees.
- (c) The prohibitions of this section shall not apply to the participation by City employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.
- (d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.

(e) This section does not apply to non-negotiated form contracts for general City services or benefits if the City services or benefits are made available to the City official or employee on the same terms that they are made available to the general public. (f) This section does not apply to a nominee or member of a City board or commission, including a City appointee to the Dallas Area Rapid Transit Board. A nominee or member of a City board or commission, including a City appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code. (Amend. of 8-12-89, Prop. No. 1; Amend. of 8-12-89, Prop. No. 15; Amend. of 11-4-14, Prop. Nos. 2 and 9)

XXXV. Indemnity

The selected Proposer agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the selected Proposer's breach of any of the terms or provisions of the contract, or by any other negligent or strictly liable act or omission of the selected Proposer, its officers, agents, employees, or subcontractors, in the performance of the contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of the selected Proposer and City, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

XXXVI. Wage Floor Rate Requirement

1. On November 10, 2015, the Dallas City Council passed Resolution 15-2141 which requires prime contractors, awarded general service contracts valued greater than \$50,000, and first-tier subcontractors on the contract to pay their employees rendering services on the contract a wage floor of not less than \$23.06 per hour.
2. Pursuant to Resolution 15-2141 the wage floor requirement for all general service contracts greater than \$50,000 shall be effective immediately on all new contracts awarded after November 10, 2015. Contractors bidding/proposing on general service contracts shall take into consideration such wage floor requirements in their bid/proposal. The wage floor requirement for the City of Dallas' general service contracts shall be derived from the most current Massachusetts Institute of Technology Living Wage publication and shall remain fixed for the term of the respective contract. The City reserves the right to audit such contracts for compliance with the wage floor requirement as mandated by Resolution 15-2141. This requirement does not apply to construction contracts in which prevailing wage of employees is governed by the Davis-Bacon Act as defined in the Texas Local Government Code 2258, purchase of goods, procurements made with grant funds or procurements made through cooperative and/or inter-local agreements.

3. The purpose of this policy is to promote an acceptable wage floor for working families in the City of Dallas, increase the level of service delivered to the City through specific contracts and reduce turnover in such contracts thus maintaining a continuous and consistent level of service for vested parties.
4. The City Manager shall use the following definitions to administer the benefactors of the “wage floor” for purposes of the referenced resolution:
 - "City" means the City of Dallas, Texas.
 - "General Services Contract" means any agreement between the City and any other Person or business to provide general services through an awarded City contract valued greater than \$50,000. A General Services Contract for purposes of the Resolution does not include (i) a contract between the City and another governmental entity or public utility, (ii) a contract subject to federal or state laws or regulations that would preclude the application of the application of the wage floor, (iii) or a contract with all services under the contract performed outside of the City of Dallas.
 - "Subcontractor" means any Person or business that has entered into its own contract with a prime contractor to perform services, in whole or in part, as a result of an awarded City general
 - "Employee" means any person who performs work on a full-time, part-time, temporary, or seasonal basis, including employees, temporary workers, contracted workers, contingent workers, and persons made available to work through services of a temporary services, staffing or employment agency or similar entity.

XXXVII. Wage Floor Reporting Requirements

Contractors awarded City general services contracts as described in the wage floor rate requirement section of this specification shall be required to provide the buyer the residential zip code and respective number of employees directly impacted by the wage floor requirement ten days after Council approval and on January 1st. but not later than January 31st. for the term of the contract. The Contractor shall submit the report to the contract administrator during the established period.

XXXVIII. Wage Floor Compliance Requirements

Contractors submitting a response to a solicitation for general services must comply with the wage floor requirement to be considered responsive. The City may request that Contractors, at any time during the pre- or post-award process, demonstrate compliance with the wage floor requirement. Contractors not compliant with the wage floor requirement will be deemed non-responsive and will not be considered for award. Contractors awarded general service contracts must comply with the wage floor policy and reporting requirements for the term of the contract, failure to remain in compliance may result in breach of contract.

XXXIX. Selection Process

The internal team will evaluate all proposals received in response to this RFP. After reviewing the proposal submissions, consultants may be selected for in-person interviews/oral presentations. From those presentations and possible interviews, the proposals will be re-evaluated, and final determination will be made.

The City of Dallas will pursue negotiations with the top ranked respondent with the goal of entering into a contract.

XL. Development Costs

Neither City of Dallas nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFP. Respondents are encouraged to prepare their proposals simply and economically, providing a straightforward and concise description of your firm's ability to meet the requirements of the RFP.

XLI. Contract Award

Upon selection of a successful Proposer, the City and the Proposer will negotiate a final contract, based on the terms outlined in this RFP. A sample agreement, with the general terms for the final contract, is attached as Sample Contract for Services. By submitting a proposal, the Proposer agrees to be bound by these terms and conditions unless otherwise noted in the Submittal. The final contract is subject to City Council approval.

XLII. Certificate of Interested Parties (Form 1295)

All Awarded Contractors recommended by City staff for a contract pursuant to this RFP will be required to comply with Section 2252.908 of the Texas Government Code. Each Awarded Contractor shall complete Form 1295-Certificate of Interested Parties- for every contract for which they are recommended. Awarded Contractor will complete the form electronically at the Texas Ethics Commission website,

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm ,

and submit a copy to the buyer before the contract information will be sent to the City Attorney's Office to draft the contract. Once the terms of the contract are fully negotiated; the recommended Awarded Contractor has signed the contract indicating agreement with the terms of the contract; and the Form 1295 is on file at the Texas Ethics Commission website with a copy provided to the buyer; the staff recommendation will be placed on a City Council agenda to award the contract.