

# Memorandum



CITY OF DALLAS

DATE April 6, 2018

TO Honorable Mayor and Members of the City Council

SUBJECT April 11, 2018 Agenda Item #47 – Correction Memo

## **SUBJECT**

### **Please note the following corrections to the April 11, 2018 Agenda Item #47:**

Authorize a Supplemental Agreement ~~No. 4~~ to the service contract with Real Time Transportation Corporation to continue to provide transportation services to medical appointments within the city of Dallas for low-to-moderate income seniors for the period ~~April March~~ 1, 2018 through September 30, 2018 - Not to exceed ~~\$90,000~~ ~~\$242,592~~, from \$190,000 to ~~\$280,000~~ ~~\$432,592~~ - Financing: General Funds (This item was deferred on February 28, 2018 and March 28, 2018)

## **BACKGROUND**

On November 24, 2016, a Request for Competitive Sealed Proposal (RFCSP) was issued to solicit proposals for the Senior Medical Transportation Program (SMTP). As requested at the March 19, 2018 Human and Social Needs Committee meeting, a copy of this RFCSP is attached. On December 29, 2016, two proposals to implement SMTP were received and on January 11, 2017, Real Time Transportation, Inc. was selected as the successful proposer by the Senior Medical Transportation Program Selection Committee. On March 6, 2017, a service agreement was executed with the selected vendor. The contract began on March 7, 2017 and expired on February 28, 2018. The contract allowed for the City to exercise up to two consecutive one-year renewal terms.

On February 28, 2018, City Council considered an item to exercise the first renewal to extend the contract for seven months and to increase funding by \$242,592, based on a request from the vendor to increase the price per trip from \$27.50 to \$40.00 and the number of trips from 25 to 40 per day. The item was postponed for 30 days to allow staff to have follow up conversations with DART about the issue of senior medical transportation and stronger coordination of services. On March 28, 2018, City Council deferred this item to the April 11, 2018 City Council business meeting.

## **INTERGOVERNMENTAL PARTNERSHIP**

On March 30, 2018, Nadia Chandler Hardy, Jessica Galleshaw, and Cobbie Ransom III from the Office of Community Care, Michael Rogers from the Department of Transportation, and Liz Cedillo-Pereira from the Office of Welcoming Communities and Immigrant Affairs had a productive meeting with DART representatives, Michael Miles, Todd Plesko, Tammy Haenftling, and Kendra Bullard. The delegation discussed the current SMTP and learned more about existing DART paratransit offerings as well as new “on demand” programming under development. Together with DART, staff have identified over 200 SMTP clients who are currently qualified for DART’s paratransit program and

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have initiated a notification to transition those clients to DART. Over the next 5 months, staff will work with existing program participants to qualify for DART's paratransit program and will provide subsidy support for those seniors who may have an income restriction. Staff will also conduct monthly tracking and verification assessments to ensure the City's transportation program is indeed a program of last resort.

On Monday, April 2, 2018, the Office of Community Care (OCC) provided a briefing on the SMTP to the Human and Social Needs Council Committee. The presentation included an overview of the City's program, cost comparisons to paratransit services offered by DART, and recommendations to extend the City's program under the existing scope of work and original negotiated budget. Staff also provided an update on its discussions with DART and plans to move forward with the development of a mobility management strategy. The committee moved to approve the extension of the existing contract under current terms to September 30, 2018, with a follow up briefing on June 18, 2018 to provide an update on the status of transitioning the remaining clients to DART programming and an overview of the mobility management strategy plan for FY19.

### **CONTRACT TERMS**

The extension of the contract calls for Real Time Transportation, Inc. to continue to provide transportation services for the Senior Medical Transportation Program. Contract provisions include:

- Cost not to exceed ~~\$90,000~~ ~~\$242,592~~
- ~~25~~ 40 trips per day, 5 days a week, for ~~6~~ 7 months (~~April~~ March 1, 2018 - September 30, 2018)
- Door to door service
- Vehicles to accommodate ambulatory and wheelchair clients
- Expanded hours of operation from 7:00 a.m. to 6:00 p.m.
- One caregiver can accompany client at no cost
- Dedicated dispatch by Real Time Transportation for SMTP clients
- The program will service city of Dallas residents and transport to medical facilities only

### **ISSUE**

The City of Dallas SMTP is intended to be a program of last resort for seniors who are not able to drive themselves to and from their medical appointments. In the year since contracting the program out to Real Time Transportation, Inc., staff has seen an unexpected increase in participation in the program. Staff has identified that the client base for this program likely overlaps with the client base for DART fixed-route and paratransit programming, which may contribute to program duplication. DART paratransit fees as well as a 21-day approval process may contribute to seniors electing to participate in SMTP instead. Staff will transition as many clients as possible to existing DART programming, offering paratransit coupons and transit vouchers as needed. The first round of notifications to the 200 identified DART paratransit eligible clients will be sent on Monday, April 9, 2018. To ensure that the SMTP is a last mile option for seniors, staff is

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working with DART to verify eligibility status for the remaining current clients and new applicants.

Additionally, the City's procurement process requires contract renewals and extensions to adhere to the original scope of work and to the original terms of the agreement. Staff will issue a new RFCSP for FY19 if it is determined to be needed.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSION)**

On February 8, 2017, City Council authorized a one-year service contract, with two one-year renewal options, with Real Time Transport Corporation to provide transportation services to medical appointments within the City of Dallas for low-and moderate-income seniors by Resolution No. 17-0298.

On February 28, 2018, this item was deferred by Councilmember Sandy Greyson.

On March 28, 2018, this item was deferred by Councilmember Casey Thomas, II.

On April 2, 2018, the Human and Social Needs Committee approved the extension of the existing contract under current terms to move forward to full City Council for approval.

### **FISCAL INFORMATION**

General Funds - \$90,000 ~~\$242,592~~

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## Resolution

**WHEREAS**, on September 21, 2016, City Council authorized funds for the Senior Medical Transportation Program (SMTP) by Resolution No. 16-1526; and

**WHEREAS**, on November 24, 2016, a Request for Competitive Sealed Proposal was issued to solicit proposers for the SMTP; and

**WHEREAS**, on December 29, 2016, two proposals to implement the SMTP were received; and

**WHEREAS**, on January 11, 2017, Real Time Transportation Corporation was selected as the successful proposer by the SMTP Selection Committee; and

**WHEREAS**, on February 8, 2017, City Council authorized a one-year service contract, with two one-year renewal options, with Real Time Transportation Corporation to provide transport services to medical appointments within the city of Dallas for low-to-moderate income seniors by Resolution No. 17-0298.

**Now, Therefore,**

### **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

**SECTION 1.** That the City Manager is hereby authorized to sign a Supplemental Agreement ~~No. 4~~ to the service contract with Real Time Transportation Corporation, approved as to form by the City Attorney, to continue to provide transportation services to medical appointments within the city of Dallas for low-to-moderate income seniors for the period ~~April~~ March 1, 2018 through September 30, 2018, in an amount not to exceed \$90,000 ~~\$242,592~~, from \$190,000 to \$280,000 ~~\$432,592~~.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$90,000 ~~\$242,592~~ to Real Time Transportation Corporation from General Fund, Fund 0001, Department MGT, Unit 4297, Object 3070, MASCTTRANS, Vendor VS93434.

**SECTION 3.** That this contract is designated as Contract No. MGT-2018-00005182.

**SECTION 4.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

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Please contact me if you have any questions or require any additional information.



Nadia Chandler-Hardy  
Chief of Community Services

[Attachment]

c: Honorable Mayor and Members of City Council	Jo M. (Jody) Puckett, Assistant City Manager (Interim)
T.C. Broadnax, City Manager	Jon Fortune, Assistant City Manager
Larry Casto, City Attorney	Joey Zapata, Assistant City Manager
Craig D. Kinton, City Auditor	M. Elizabeth Reich, Chief Financial Officer
Billierae Johnson, City Secretary (Interim)	Raquel Favela, Chief of Economic Development & Neighborhood Services
Daniel F. Solis, Administrative Judge	Theresa O'Donnell, Chief of Resilience
Kimberly Bizer Tolbert, Chief of Staff to the City Manager	Directors and Assistant Directors
Majed A. Al-Ghafry, Assistant City Manager	

**REVISED AGENDA ITEM # 47**

**AGENDA DATE:** April 11, 2018  
**COUNCIL DISTRICT(S):** All  
**DEPARTMENT:** Office of Community Care  
**CMO:** Nadia Chandler Hardy, 670-1611  
**MAPSCO:** N/A

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**SUBJECT**

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**Total amount:** \$90,000.00 ~~\$242,592.00~~ Cost consideration to the City  
**Funding types:** GENERAL FUNDS

**BACKGROUND**

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- The program will service city of Dallas residents and transport to medical facilities only

## **ISSUE**

The City of Dallas SMTP is intended to be a program of last resort for seniors who are not able to drive themselves to and from their medical appointments. In the year since contracting the program out to Real Time Transportation, Inc., staff has seen an unexpected increase in participation in the program. Staff has identified that the client base for this program likely overlaps with the client base for DART fixed-route and paratransit programming, which may contribute to program duplication. DART paratransit fees as well as a 21-day approval process may contribute to seniors electing to participate in SMTP instead. Staff will transition as many clients as possible to existing DART programming, offering paratransit coupons and transit vouchers as needed. The first round of notifications to the 200 identified DART paratransit eligible clients will be sent on Monday, April 9, 2018. To ensure that the SMTP is a last mile option for seniors, staff is working with DART to verify eligibility status for the remaining current clients and new applicants.

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## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSION)**

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## **FISCAL INFORMATION**

General Funds - ~~\$90,000~~ ~~\$242,592~~



## **Resolution**

**WHEREAS**, on September 21, 2016, City Council authorized funds for the Senior Medical Transportation Program (SMTP) by Resolution No. 16-1526; and

**WHEREAS**, on November 24, 2016, a Request for Competitive Sealed Proposal was issued to solicit proposers for the SMTP; and

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**Now, Therefore,**

### **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

**SECTION 1.** That the City Manager is hereby authorized to sign Supplemental Agreement No. 1 to the service contract with Real Time Transportation Corporation, approved as to form by the City Attorney, to continue to provide transportation services to medical appointments within the city of Dallas for low-to-moderate income seniors for the period March 1, 2018 through September 30, 2018, in an amount not to exceed \$242,592, from \$190,000 to \$432,592.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$242,592 to Real Time Transportation Corporation from General Fund, Fund 0001, Department MGT, Unit 4297, Object 3070, MASCTTRANS, Vendor VS93434.

**SECTION 3.** That this contract is designated as Contract No. MGT-2018-00005182.

**SECTION 4.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**Specification for  
Department of Housing/Community Services Office of Senior Affairs  
Senior Medical Transportation Program (SMTP)  
BTZ1707**

**INTENT**

The City of Dallas (the "City") is now soliciting proposals from qualified transportation companies to provide transportation services for the City's Senior Medical Transportation Program (SMTP). This proposal will be awarded to the most qualified and responsive proposer.

The City of Dallas Senior Medical Transportation Program provides transport services to and from scheduled medical appointments within the City limits for low- to moderate-income seniors aged 60 who reside within the City of Dallas as follows:

Low and Moderate Income: Individuals and/or households whose income is equal to or less than the Section 8 low-income limits established by HUD. As of March 28, 2016, the limits are:

<b>Family Size</b>	<b>Extremely Low (30%)</b>	<b>Low-Income (50%)</b>	<b>Moderate Income (80%)</b>
1	\$15,050	\$25,100	\$40,150
2	\$17,200	\$28,700	\$45,900
3	\$19,350	\$32,300	\$51,650
4	\$21,500	\$35,850	\$57,350
5	\$23,250	\$38,750	\$61,950
6	\$24,950	\$41,600	\$66,550
7	\$26,700	\$44,500	\$71,150
8	\$28,400	\$47,350	\$75,750
9	\$30,100	\$50,200	\$80,300

Zip codes within the City of Dallas include: 75201-75212, 75214-75238, 75240-75254, 75258, 75260-75267, 75270, 75275, 75277, 75283-75287, 75301, 75303, 75310, 75312-75313, 75315, 75320, 75323, 75326, 75334, 75336, 75339-75340, 75342-75344, 75354-75360, 75367-75368, 75370-75374, 75376, 75378-75382, 75387, 75389-75394:

Currently, this program is implemented in-house. It is the City's intent to procure a qualified transportation company to provide this service for the City.

To successfully operate transportation services between senior residences and medical facilities within the City of Dallas, transportation companies responding to this RFP should be capable of providing the necessary vehicles, trained and qualified drivers, maintenance, gas and insurance. The selected bidder will also be responsible for scheduling, dispatching, generating reports documenting ridership and daily trip logs and schedules. The City shall be responsible for

administering the SMTP contract, determining client eligibility for program participation, and receiving and responding to complaints from program participants.

The City of Dallas has allocated up to **\$180,000** in General Funds for FY 2016-17 to implement the Senior Medical Transportation Program. Through this solicitation, the City of Dallas seeks to retain profession transportation services from the respondent that can provide the highest level of service to the City's senior program participants within the allocated budget.

### **CONTRACT TERM**

The initial contract term shall commence after the date of the award of this contract and will end on September 30, 2017. Funding may be renewed for two additional one-year terms. The decision to renew or extend will rest solely with the City and will depend upon available funding and satisfactory performance by the organization under this or other city contracts, depending on funding, the City's financial commitment for each contract period may be decreased, increased, or eliminated.

### **EVALUATION CRITERIA**

Negotiations will be held with proposers whose proposal is determined to be responsive and ranked the most qualified based on the evaluation factors set forth.

Based on the responses, selected proposer may be invited to an oral interview before the Evaluation Committee. Proposer selected may be invited to orally present his/her written proposal; a question and answer period will follow the presentation. The place and time for each presentation/interview will be included in the invitation.

A comprehensive, fair, and impartial evaluation will be made of all proposals received in response to this RFCSP. Each proposal received will be analyzed to determine overall qualifications under the RFCSP.

Subsequent to receipt and evaluation of proposals and completion of interviews, the City reserves the right to reject any or all proposals and to waive minor informalities and irregularities in proposals received and re-solicit as necessary.

Evaluation criteria will be based on the following:

#### **Information to be submitted with Proposal**

##### **Capability & Expertise (40%)**

- Include your firm's understanding of the work to be performed. In addition, state why your firm believes itself to be best qualified to perform the services requested. Also, state the Management Contact (representative authorized to sign as agreement for your firm) and project Manager (person responsible for the day-to-day management of the project)
  - Complete and Summary Sheet included in Attachment 3

- Define your firm's qualifications as a business entity, past performance, and experience in providing transportation services in general, and if applicable, transportation services for seniors. Also, provide a staffing plan for service delivery (drivers), day-to-day project management, dispatch and reporting. Your firm's capacity to implement the SMPT should also be discussed

Each proposer must include the following references:

- List transportation services performed as the prime consultant in the last five years. Provide the name of the organization, names and telephone numbers of contact personnel, and the dates of service(s) provided
- List transportation services performed as the prime consultant in the last three years where contract services were terminated. Provide the name of the organization, names and telephone numbers of contact personnel , and the dates of service(s) provided

### **Overall Approach & Methodology (30%)**

- Describe the work plan that will achieve the stated objectives outlined in the RFCSP for:
  - Scope of Work; and
  - Project Management
- Describe your plan to meet the Reporting Requirements outlines in this RFCSP.
  - Provide a copy of the monthly report the Proposer would submit to the City of Dallas

### **Cost (30%)**

- Your proposal should include a **Fee per Trip** for providing the services outlined in the Scope of Work.
  - Complete the worksheet in Attachment 2 and attach as your submission for this Ranking factor

**Total maximum points = 100**

### **SCOPE OF WORK**

The successful vendor will operate the City's SMTP and be required to provide transportation services for medical appointment to seniors aged 60 and above residing within the City of Dallas.

Transportation services are to be provided between senior residences and medical appointment facilities within the limits of the city of Dallas. All Services are to be provided within the city of Dallas.

The transportation service is to be provided door-to-door

The transportation service is to be provided for both ambulatory and wheelchair clients.

The vendor shall provide a minimum of three (3) vehicles and/or enough vehicles capable of transporting up to 25 trips per day. The vendor shall seek approval from the City of Dallas for trip overages exceeding 20% (30 trips per day). Trip overages shall be paid at the rate calculated in Attachment 2.

Vendor shall be paid for any trip(s) scheduled by a SMTP client but not taken due to no fault of the Vendor. Vendor must document that the trip to pick up the client was made but that the client did not show up or take the trip for whatever reason.

The SMTP shall operate five (5) days per week, from 7 a.m. to 6 p.m., 260 business days, and 12 months per year.

The SMPT shall transport eligible SMPT clients and their caregiver, if any. The City of Dallas shall determine SMPT client eligibility.

Proposer shall provide a plan for the SMTP for the duration of the contract. Proposer shall specifically address and prepare for the uncertainty of the actual number of vehicles and drivers needed during the initial implementation of the service. Proposer may not adjust the number of vehicles or operating schedule without the City's prior written approval.

Proposer shall operate the SMTP in accordance with federal, state and local laws and regulations at all times.

### **NORMAL WORKING HOURS**

For this contract, normal working hours will be considered as 7:00am to 6:00pm Monday through Friday. Work outside the normal working hours, including Saturday and Sunday, or during restricted hours as defined in the specification, shall not be permitted except with the written permission of the City. In addition, no work will be allowed on legal city holidays except with the written permission of the City. Requests shall be made on a case-by-case basis in writing at least 3 days in advance. The following is a list of the city's legal holidays:

1. New Years Day (January 1)
2. Martin Luther King's Birthday (third Monday in January)
3. President's Day (third Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day/Cesar E. Chavez Day (first Monday in September)
7. Thanksgiving Day (fourth Thursday in November)
8. Day after Thanksgiving (fourth Friday in November)
9. Christmas Day (December 25)

### **QUALIFICATIONS**

Proposer shall have at a minimum, four (4) years' experience providing transportation services. Experience contracting with a government agency is preferred, but not required. References shall include company name, contact name, address, email address, phone number of years of providing transportation services.

Proposer shall have an adequate number of vehicles and drivers to ensure the timely transportation of SMTP clients. Proposer will need to ensure transportation for the maximum number of daily clients. Proposer may adjust the number of vehicles and drivers to an appropriate level upon program implementation. Proposer shall present the plans for any adjustment in writing to the City, and the City shall approve the adjustment prior to the implementation of the change.

The age of the vehicles to be used should be 5 years or less for the term of this agreement.

### **ADVERTISEMENT**

Proposer shall be prohibited from advertising any company, brand, business or advertisement of any kind on or within vehicles used for the SMTP during operating hours with the exception of its own company branding elements. City reserves the right to install public service announcements and other program information within vehicles used for the SMPT. Proposer will be responsible for posting all signs in vehicles that reads "no gratuity required". Proposer shall also be required to post a removable City of Dallas or City of Dallas Senior Medical Transportation Program Logo on outside of vehicle which is visible to Program clients.

### **PROPOSER AND EMPLOYEES**

All personnel provided by Proposer involved in any aspect of the SMTP shall be employees and subject to the direction, supervision and control of the Proposer only and not considered employees of the City of Dallas.

All SMTP drivers shall have a valid Texas Commercial Driver's License (CDL) and operate the vehicle in compliance with federal, state, and local laws and regulations. Proposer is responsible for ensuring all drivers have current CDLs at all times during normal business hours and afterhours as may be needed in extenuating circumstances.

Proposer shall provide appropriate, recurrent training for all SMTP drivers and dispatch employees.

Proposer shall provide documentation of criminal background checks within 10 days of request by the City for all SMTP vehicle drivers.

Proposer will establish and provide continuing training programs for all SMTP drivers and customer service employees. At a minimum, training shall include American Disabilities Act (ADA) lift and secure training.

Vehicle operators shall be trained in all operational procedures. While performing their duties, SMTP vehicle operators shall maintain a clean and neat appearance.

### **CODE OF CONDUCT**

Proposer shall ensure that all SMTP employees avoid conduct unbecoming of an employee. Proposer shall set personnel policies prohibiting such actions. Examples of conduct unbecoming of an employee include, but are not limited to the following:

- Any instance of age discrimination, the use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of physical or mental disability, regardless of whether it is directed at client or another employee
- Any instance of belligerent or malicious behavior toward a SMTP client, caregiver or City of Dallas employee
- Reckless or unsafe driving
- History of criminal activity

### **PROJECT MANAGEMENT**

The successful Proposer will designate a Project Manager to oversee the operation of the SMPT. The Manager will report all operational and maintenance problems to designated City of Dallas staff, ridership statistics and other statistical data as required by the City of Dallas. The Project Manager shall be accessible to the City of Dallas at all times.

The successful Proposer shall provide a dispatcher during SMTP operating hours. Dispatchers will expedite transportation services in full compliance with this specification. Contractor will provide the names and telephones of the Manager(s) and Dispatcher(s) and report immediately to the City of Dallas if any changes are made.

### **REPORTING REQUIREMENTS**

The successful Proposer shall be required to provide a computerized system for trip reservation, scheduling and dispatch of senior transportation services and shall provide the City of Dallas with timely reports including, but not limited to:

1. Daily trip and operations reports containing number of trips, number of passengers, passenger names and trip destinations
2. Road service call reports (as needed)
3. Accident notification reports (when required)
4. Vehicle Maintenance records (when requested)
5. Investigation of Driver Conduct Report (when requested and when any investigation is performed)
6. Passenger Complaints/Comments (as needed)
7. On-Board/Special Surveys (as needed)
8. Other Reports as specified by the City of Dallas on an as needed basis

Monthly reports by the Proposer will be required by the 10<sup>th</sup> of each following month. Reports must include data on item #'s 1, 5, and 6 at the minimum.

### **ACCIDENT / EMERGENCY REPORTING**

Proposer shall a) immediately inform the City of Dallas following an accident which involves an injury, death, or property damage, b) complete and file a City approved accident report, and c) deliver a written report to the City of Dallas or designee. The Contractor shall also report other incidents as noted below.

- Stoppage or major disruption of service to the SMTP
- Any order imposed by a competent regulatory authority which prevents the continuation of service.

### **VEHICLE MAINTENANCE PLAN AND PRACTICE**

The Proposer shall maintain all components of each vehicle including its body, frame, furnishing, mechanical, electrical, and hydraulic or other operating systems in proper working condition free from damage and malfunction. The Proposer shall replace and repair immediately any vehicle damaged in any accident or other damage which impairs the proper and safe mechanical operation of the vehicle. The following minimum maintenance standards shall be observed:

- Maintain all vehicles used for the SMTP in good mechanical condition and keep clean inside and out at all times
- Submit an annual vehicle preventative maintenance plan
- Perform daily inspections of all vehicles to ensure fuels, fluids, and vital equipment meet safety and operational standards
- Employ preventive maintenance principles as defined in the Original Equipment Manufacturer (OEM) maintenance schedule
- Repair minor or slight body damage, such as small dents, cracked glass, etc., and interior damage such as torn seats within thirty (30) days of discovery
- Any vehicle used for the SMTP may not exceed five (5) model years during the contract period
- Disabled Vehicles: A back-up vehicle for a disabled vehicle should arrive within 30 minutes notification of the vehicle's breakdown
- In the event that towing of any vehicle is required due to mechanical failure or damage, Proposer shall be responsible to provide such towing at Contractor's sole expense
- The Proposer shall hold as top priorities vehicle cleanliness, and passenger safety and comfort

### **DAILY REPAIRS**

- Passenger amenities and safety appliances shall be functionally inspected each calendar day on all vehicles that are dispatched for transport service. Defects shall be remedied as an integral part of the inspection process prior to dispatch.
- Under no circumstance shall a vehicle be dispatched for transport service and/or extra service with any amenity or safety defect.
- A record of all such inspections shall be maintained by the Contractor and be made available to the City of Dallas upon request.



- The City of Dallas shall not be responsible for any damages or repairs to transport vehicles.

### **REPORTING AND RECORDKEEPING REQUIREMENTS**

- Contractor shall maintain complete and accurate records of all operator services and other agreement activities carried out during the agreement period.
- Contractor shall maintain records of all maintenance of vehicles.
- Contractor shall supply these records to the City of Dallas upon request.

### **CUSTOMER SERVICE**

Vehicle operators shall be familiar with their daily routes and schedules and shall answer all passenger questions in a courteous and informative manner.

### **PROPOSAL SUBMISSIONS**

Proposers shall be sealed and delivered in person or by mail to Dallas City Hall, 1500 Marilla St. #3FN, Dallas, TX 75201 by 2:00 p.m. on the Proposal due date. Starting at 2:01 p.m. on the proposal due date, proposal submissions will not be accepted and will be returned to the proposers unopened. **Please submit one (1) original, seven (7) copies and one (1) electronic document (cd or flash drive only) of the submission including excel with proposal price and PDF formats.** Questions regarding this proposal shall be directed to the buyer in writing via e-mail.

Questions and administration of this RFCSP is:

Eva Badali, Buyer III

[Eva.badali@dallascityhall.com](mailto:Eva.badali@dallascityhall.com)

### **NOTE**

All Addenda and any additional applicable correspondence (general information, questions/responses) to this bid will be made available “exclusively” through the City of Dallas website for viewing/retrieval. Contractors are solely responsible for frequently checking the website for updates to the solicitation.

<https://bids.dallascityhall.com/webapp/VSSPROD/AltSelfService>

### **PRE-PROPOSAL MEETING**

Proposers are encouraged to attend the Pre-Proposal meeting to discuss any questions with the user department’s representative(s). This pre-proposal meeting will be the only contact between the proposers and the department during the bidding process. All correspondence shall go through the Buyer.

If the proposers do not ask questions or clarify assumptions, the City will assume the proposer(s) agree(s) with, and understand(s), the City's requirements.

### **SUBMISSION OF QUESTIONS**

Questions should be submitted in writing no later than one week following the pre-solicitation meeting unless otherwise instructed by the Buyer.

Please reference BTZ1707 in the subject line, company name and representative name on all correspondence to the City of Dallas buyer.

**CANCELATION:** The City of Dallas or its representative reserves the right to cancel this agreement anytime if the services are deemed unsatisfactory.

### **ERROR AND OMISSIONS**

Vendors are expected to examine all documents that make up the bid solicitation. Vendors shall promptly notify the buyer of any omission, ambiguity, inconsistency or error that they may discover upon examination of the solicitation documents. Vendors shall use the complete bid solicitation to prepare bid submittals. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete bid solicitations.

**CONFIDENTIALITY:** Respondents are advised that materials contained in bids are subject to open records, and may be viewed and copied by any member of the public, including news outlets and competitors. The Attorney General may make the final determination as to whether documents are releasable.

### **INVOICE REQUIREMENTS**

It is the responsibility of the vendor to obtain the correct address for invoice submittal. The department requesting the order is responsible for payment, no payments will be made from statements.

Monthly Invoices for payment must be submitted by the 10<sup>th</sup> of each month and **Shall have** the following information:

- Monthly Daily trip and operations reports containing number of trips, number of passengers, passenger names and trip destinations
- Accident notification reports, if any
- Vehicle Maintenance records (as requested)
- Investigation of Driver Conduct Report (as requested)
- Monthly Passenger Complaints/Comment Cards
- On-Board/Special Surveys (as needed)
  
- Total cost of monthly invoice w/ year to date summary

All invoices are to be sent to: Cobbie Ransom City of Dallas Housing/Community Services, Senior

Medical Transportation Program -1500 Marilla St., Room 6DN, Dallas, TX 75201.

Payment will be made within thirty (30) days on receipt and approval of shipment, and receipt of accurate invoice, Successful vendor will ensure that the correct mailing and remittance addresses are on file with the City of Dallas.

Invoices submitted without all of this information will be returned to the vendor; payment will not be made until all required information is provided on the invoice.

### **COMMUNICATION**

The need for quick and clear responses to inquiries is essential to the City. Therefore, written correspondence from the City shall be answered within one (1) day, and phone calls from the City shall be responded to immediately.

### **INSURANCE REQUIREMENTS**

The successful vendor shall be required to purchase and maintain, during the term of the contract, insurance as described in **Attachment 1** and agrees to the indemnification agreement therein.

### **WAGE FLOOR RATE REQUIREMENT**

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 \$10.37 per hour.

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. Vendors 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.

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.

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 services contract.

"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.

### **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 1<sup>st</sup>. but not later than January 31<sup>st</sup>. for the term of the contract. The Contractor shall submit the report to the contract administrator during the established period.

### **Wage Floor Compliance Requirements**

Vendors submitting a response to a solicitation for general services must comply with the wage floor requirement to be consider responsive. The City may request of vendors, at any time during the pre or post award process, to demonstrate compliance with the wage floor requirement. Vendors not compliant with the wage floor requirement will be deemed nonresponsive and will not be considered for award. Vendors 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.