

Scope of Work



City of Dallas

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MERGEFORMATINET



Request For Proposals (RFP)
Project Title: Digital Kiosks
Buyer Solicitation Number: BIZ25-00027063

Scope of Work

I. Introduction, Purpose and Intent

The City of Dallas is seeking proposals from qualified firms with extensive experience in designing, implementing, fabricating, installing, operating, maintaining, replacing, upgrading, and removing interactive digital kiosks. These kiosks will be primarily located on City of Dallas sidewalks and other rights-of-way and public areas in locations as approved by the City. The kiosks will provide information of interest to both residents and visitors.

The city is seeking a ten-year contract agreement with up to two (2) five-year renewal options subject to vendor contractual compliance. The City reserves the right to negotiate a term other than referenced above if it adds value to the City. The City and the selected vendor will mutually agree upon the final contract term.

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. 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 addenda 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

Firms are requested to carefully review the entirety of this document and submit a proposal in accordance with the instructions provided. This RFP is intended to provide interested firms with information to prepare and submit proposals meeting the minimum requirements but is not intended to limit a firm's content or exclude any relevant or essential data. Proposals submitted shall address all matters listed in this Request for Proposals.

The following terms as used herein shall have the definitions outlined below:

- "City Content" - Any and all content provided to the proposer by the City, or any entity authorized by the City to provide such content, for display via the kiosks, including any content on which the City of Dallas, or its affiliates, logos, trademarks, or other marks may appear.
- "Kiosk(s)" – An interactive digital kiosk terminals featuring specialized components that provide access to information and applications for emergency notification, communications, commerce, entertainment, navigation, event promotion, activities, education, and services for residents and visitors that are available to the public to be used at locations throughout the City of Dallas.
- "Components" - The specialized hardware, software, appliances, digital screens, touch pads, cameras, or other devices, electronic attachments, circuit boards, free Wi-Fi, USB, etc., that independent and/or collective workings are needed and/or included as parts to provide the service offerings of the Kiosk to residents and visitors.
- "Space" – advertising displays that include, not limited to, videos, images, infographics, gifs, presentations, e-mail banners, crisp and clear text.
- "Time" – advertising time within a standard 24-hour day.

IV. Scope of Work

The City of Dallas is seeking proposals from qualified firms with extensive experience in designing, implementing, fabricating, installing, operating, maintaining, replacing, upgrading, and removing interactive digital kiosks. These kiosks should provide information, including (but not limited to) services for residents and visitors, activities, and upcoming events. The kiosks will primarily be located on City of Dallas sidewalks and other public right-of-way areas in business districts and other locations approved by the City including but not limited to parks, trail entry points, convention center district locations, etc. The determination of the suitability of any location for placement of a digital kiosk shall be made solely by the City. Approval of each kiosk location is subject to the sole approval of the City, which approval may be withheld or delayed for any reason at City's sole discretion.

All services and responsibilities of the digital kiosk vendor as described herein will be provided at no cost to the City of Dallas. The awarded firm(s) will be responsible for the design, implementation, fabrication, installation, operation, maintenance, repair, and replacement of all kiosks and kiosk components. City reserves the right to annually audit the selected vendor's compliance with the agreement, including a third-party audit of the selected vendor. The selected vendor shall agree to allow City or its agent access to any materials necessary to conduct such an audit.

The kiosks shall serve the following public purposes, at a minimum:

1. Wayfinding – providing information regarding civic and cultural institutions, transit amenities, restaurants, retail, and other business
2. Public information and emergency messaging – serving as a central dissemination point for public information to enable real-time posting of City communications
3. Increased vibrancy and visual interest of City streets – promoting placemaking in Dallas through City events and programming

4. Creating a supportive environment for retail and entertainment commerce – furthering economic development within our community
5. Enhanced visitor experience and brand perception of Dallas
6. Accessibility, usability and inclusion – creating a welcoming and inclusive technology for our community at large

Kiosk Requirements

- Kiosks must support English and Spanish at a minimum, and additional language selections shall be included if requested by City to address community needs.
- Kiosks must be accessible to persons with disabilities and adhere to the Americans with Disabilities Act of 1990 ("ADA") and other relevant legal requirements; including, but not limited to, serving individuals with visual and/or hearing impairments.
- Kiosks shall accept content in various formats, including Adobe PDF, documents created using Microsoft Office Suite, web links, maps, images, and other content and formats from the City for presentation on the kiosks.
- Kiosks must include interactive, easy-to-use features that appeal to a broad population with ease of navigation.
- Kiosks will provide Wi-Fi internet service free of charge to the public for a minimum radius of 150 feet around each kiosk, with bandwidth and IP connections sufficient to support a minimum of 100 users at each kiosk, scalable at up to 200 users in high-traffic areas. Kiosk providing free Wi-Fi internet service must include a City of Dallas Terms of Service "Splash Page" prior to access. Kiosks must provide capability for: (a) wired connectivity with a minimum 1 gigabyte connection speed; (b) cellular provider sim network card via integrated hardware of the proposed solution; or (c) standard 4G/5G cellular via hotspot or cradle point (or similar) device. Proposed solutions must be capable of supporting streaming video based on the standards associated with each connectivity type. Proposers shall include detailed network connectivity specifications including: (a) any minimum upload/download requirements; (b) device connection types for each of the capability methods described above; (c) provide list of cellular provider exclusions, if any exist; (d) LAN port specifications.
- The selected vendor will be responsible for all actions and expenses required to secure site approvals, permits, electrical access, installation, repair, and any other cost required to install, maintain, or operate the kiosks. Likewise, the selected vendor will be responsible for all actions and costs required to restore damage created or caused by the vendor or its agents or employees, or damage created or caused by the kiosks. Vendor shall be responsible for restoration of all city right of way or other property to a condition acceptable to City upon removal of any kiosk, either during the term of the agreement or at the end of the term of the agreement.

Equipment and Technology Requirements

- Proposer shall maintain exclusive ownership of the kiosks for the duration of this agreement.
- Proposer shall be responsible for all costs associated with the installation of the equipment. Prior to installation, Proposer must submit drawings, plans, and specifications setting forth in reasonable detail the work necessary to install each kiosk to the City.
- Proposer shall be responsible for all equipment maintenance and support during the term of the agreement at no cost to the City.
- The exterior cabinet and graphic user interface should be aesthetically designed and reasonably customizable to incorporate City or location-specific branding in the design. Companies should submit multiple graphic renderings of the Kiosk design, including renderings of the proposed design(s) on the right-of-way. Companies are encouraged to submit multiple designs for consideration by the City. City shall have sole acceptance rights for approved design including graphics.
- The Operating System and firmware must be compliant with industry standards in relation to patching (n-1) and version (n-1) at all times for the duration of the contract.
- Industry standards and enterprise-level security measures are to be deployed to guard against hacking, intrusions, data loss, unauthorized access to the network, and data exfiltration. The City's Chief Information Security Officer shall have the authority and right, on behalf of the City, to audit the firm(s) security policies, recommend and or require standards for procedures/policy revisions as necessary to protect the City's infrastructure, data, and information as it pertains to Kiosks deployed as part of the Services.

Advertising Guidelines

To offset the costs of the kiosks and provide a source of revenue to the City, the selected Proposer must sell advertising on the kiosks. The City shall retain at minimum **12%** of advertising availability (space and time) for its use and all advertising shall comply with the City's advertising guidelines stipulated herein.

The Office of Communications and Customer Experience/311 shall have the authority and right, on behalf of the City, to determine vendor's compliance with all kiosks advertising and sign standards prescribed under this RFP. The Director of the Office of Communications and Customer Experience/311 or his or her designee shall review all types of media presented for display for compliance and to ensure all commercial material presented on the kiosks is lawful and of the highest possible standards of excellence. All advertising content displayed on kiosks must conform to all applicable governmental laws

and regulations. The City reserves the right to approve or disapprove of any advertising and can request that it be removed at any time, with immediate compliance.

All kiosk advertising placed in the City's public right-of-way pursuant to this RFP must contain only commercial messages. Non-commercial messages of any kind are not permitted on kiosks in the public right-of-way, except that City or other political subdivisions may purchase or use advertising space for messages that advance specific government programs or purposes, which messages shall not constitute comment on issues of public debate. For purposes of this RFP, the term "commercial message" shall be as defined in Section 51 A-7.102(7) of the Dallas Development Code, as amended. Any unsold advertisement space shall be available for additional City content, above and beyond the 12% minimum requirement described above.

Advertising of tobacco or tobacco products pursuant to this RFP is strictly prohibited in its entirety. Advertisements for alcoholic beverages pursuant to this RFP are strictly limited to beer, wine, and vinous liquor (as those terms are defined in the Texas Alcoholic Beverage Code, as amended), which advertising shall only be placed in City entertainment districts as defined and listed in Exhibit B, attached herein, and made a part of this RFP. In zoning districts within the City of Dallas classified as having a "D" or "D-1" liquor control overlay under Chapter 51 A of the Dallas City Code, as amended (Dallas Development Code), in areas within the City of Dallas classified as "dry" under the Texas Alcoholic Beverage Code, as amended, and in areas of the City of Dallas classified as alcohol-free school zones pursuant to Section 38.007, Texas Education Code, Section 109.33, Texas Alcoholic Beverage Code, and Section 6-4 of the Dallas City Code, as amended, advertising of Alcoholic Beverages is strictly prohibited in its entirety.

Advertising of any kind pursuant to this RFP is prohibited in its entirety in the Victory Special Provision Sign District (including land known as the TXU tract) which areas are more specifically described in Exhibit C, attached to, and made a part of this RFP. Initial deployment will exclude designated landmark, historic, special sign districts or exclusively single-family residential zoning districts.

Kiosk advertising may not be displayed if its content:

- a) Promotes or relates to any sexually oriented business, as that term is defined in Chapter 41A, Dallas City Code, as amended;
- b) Promotes or relates to illegal goods, services, or activities;
- c) Contains obscenities or other forms of speech or expressions not protected by the Constitution of the United States or the Texas Constitution;
- d) Contains false, deceptive, or misleading images, copy, concepts, information, or has been otherwise found to create or constitute a deceptive trade practice under the Texas Business and Commerce Code, as amended;
- e) Contains or uses any logo or mark of any nature that substantially resembles or copies a City of Dallas official logo, registered trademark, or registered trademark without the express written permission of the City Manager;
- f) Contains images, copy, concepts, or other information that actively denigrate or

- disparage an individual or group based on race, ethnicity, religion, gender, disability, national origin, ancestry, or sexual orientation;
- g) Contains images, copy, concepts, or other information that are libelous, that misappropriate a person's image or likeness, that infringe on an existing U.S. copyright or patent, or violate an individual's rights of privacy under State or Federal law; or;
 - h) Contains images, copy, concepts, or other information that would be deemed by a significant segment of the public, under the prevailing community standards in the City of Dallas, to be patently offensive, improper, or in bad taste;
 - i) The City reserves the right to unilaterally amend or revise the foregoing advertising conditions as it deems necessary and as social norms within the City community may dictate.

Kiosk Siting Criteria and Design Standards Requirements.

Kiosks siting and placement shall comply with:

- A) All applicable city design guidelines, city ordinances and construction standards including city's street design manual, chapter 28-61 of city median ordinance and applicable federal and design rules and guidelines governing the placement of electrical and communication guidelines.
- B) Any impact to sidewalk infrastructure will require the full reconstruction of the existing sidewalks for a minimum of a full width of a panel and the panel length is defined between joints or a minimum of 4 ft long. Further any anchorage protrusion must be properly protected and when not protected or exposed must be immediately removed.
- C) Removal and/or relocation of a kiosk resulting for the need to reconstruct, repair, upgrade of any of the city's infrastructure facilities including but not limited to ROW acquisition, reconstruction of sidewalks, traffic signals, streetlights, signs, safety improvement needs/Vision Zero related items and similar activities.

Note:

- A) Kiosks siting and placement cannot be placed along existing and future expanded streetcar routes. Further, the placement/siting of kiosks does not prohibit the siting, placement and operation by city and of city kiosks along its streetcar routes as periodically approved by city council resolutions. If vendor kiosks are placed on a future expanded route, the vendor will be required to remove its kiosks infrastructure at no cost to the city. For the purpose of this provision, streetcar definition is as defined in the applicable city ordinances. This includes streetcar stop locations, streetcar transit shelters and any related facilities and does not preclude the city from managing these kiosks with 100% revenues to the city.
- B) In case of discrepancy between Siting criteria and city ordinances and applicable city design guidelines and regulations, the latter two supersede as directed by the responsible city's director.
- C) no work will be allowed in the public ROW without obtaining the proper ROW permit which include engineered drawings for temporary traffic control plans even if the work is confined to sidewalk and the payment of the applicable ROW fee. Further, Kiosk vendor must hire a city approved materials testing firm for materials testing and must provide

related reports to the city at no cost to the city.

D) No kiosks will be allowed to be placed on State owned facilities.

Siting Criteria and Design Standard Requirements

- Not more than two kiosks may be installed on one street segment between street intersections
- No kiosk may be placed within 400 ft. of an existing static or digital kiosk, including those installed by DART or other non-City parties subject to the above conditions.
- Kiosks may only be installed in the public right-of-way with a minimum of 8 feet of linear distance between the curb face and a property line, with a minimum of 4 feet from curb face to kiosk, and 4 feet unobstructed clearance between the kiosk and any property line as delineated in the applicable design guidelines/city ordinances.
- Kiosks may not exceed 9 feet in height from the ground to the highest point of the kiosk.
- Kiosks shall not be located less than 4 ft from face of curb, where parallel parking occurs
- Kiosks must have a minimum 4 ft clearance from face of curb where bus doors unload
- Within a proposed furnishing zone (3' – 1 ½" off the edge of the street curb) kiosks must be placed at least 1 ft from the sidewalk pedestrian clear zone and 4 ft from the face of street curb.
- No kiosk shall be placed within 6 ft of any building frontage.
- No kiosk shall be installed in front of the main entrance of a business; the kiosk must be positioned at least 4 ft to the left or right of the main entrance.
- Kiosks must be located at least 10 ft from nearest physical object in the right of way
- Kiosk structures shall be installed perpendicular to flow of pedestrians and traffic and with at least 3 feet clear ground space on both sides.
- Installation shall not interfere with or damage existing trees, landscaping, or street furniture.
- Minimum installation at 4 ft from the face of street curb as prescribed in the city's street design manual and applicable chapter 28 sections of the city ordinance
- Installation must include at least 3 feet clear ground space on all sides.
- Conform to all applicable ordinances.

Kiosks may not be located at sites as described below:

- Streets with less than 12 ft between face of curb and the property line.
- Less than 2 ft from the face of street curb
- On streets with a speed limit greater than 30 MPH and must be removed if the speed limit is changed by city council action.
- Streets with bike lanes or sharrows.
- Near documented high-collision intersections, high task demand areas or roads designated High Injury Network (HIN) as described in the city's vision Zero document, or locations with safety concerns as identified by Transportation and Public Works or Dallas Police Departments.
- Along the same street block face as DART digital kiosks or current and future streetcar alignments.
- In any public street median, or any area designated as a clear zone as defined by Section 28-61 of the Dallas City Code
- Within designated landmark, historic, special sign districts or exclusively single-family

residential zoning districts, each as determined by the Planning and Development Department

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Sight Stopping Distance Standards for Two-Way Streets

- Kiosks must be located at least 10 feet away from any intersection and/or fire hydrant and must comply with applicable federal/state/city guidelines governing the vision triangle clearance.
- Minimum 30 ft. clearance of any stop/yield-controlled intersection
- Recommended clearance of 55 ft. to any signalized intersection
- Conform to all applicable ordinances

Display Guidelines:

- Kiosks must automatically dim to the max of 500 NITs of brightness between the hours of 9:00 PM and 6:00 AM.
- Kiosks may not display any strobing or flashing lights or effects.
- Limit brightness of images between sunset and sunrise using automatic light sensors.
- At night, when streetlights are on, the screens will automatically dim based on the light conditions around them.
- Limit refresh rates and display a brief black screen between content slides.
- Do not allow images that mimic a traffic control device such as a traffic signal, stop sign, or pedestrian or bicycle signal.

Accessibility Requirements:

- Maintain minimum 3 ft unobstructed ground space on both sides of kiosk structure
- Maintain required slope along the path of travel to maximum 5% running slope (in direction of travel) and 2.08% cross slope
- Nonvisual access solutions should be applicable to kiosk access
- Requirements will be adjusted if compliance with the requirements would cause vendor to be in noncompliance with the requirements of the Americans with Disabilities Act
- Provide level landing and turnaround area
- Conform to all applicable ordinances

Proposal Content. Proposers must submit all of the following:

1. **Monitoring, Maintenance, and Repair.** The proposal must include with a plan to keep equipment, hardware, software, and firmware technology up to date and in good working order. All kiosks and kiosk components must remain in good working order throughout the term of the agreement.
 - a. The Proposer shall provide a detailed compliance monitoring and maintenance plan to regularly visit the kiosks and maintain the digital kiosks in good, improved, and operable condition as well as technologically up to date over the term of the contract, reasonable wear and tear excepted.
 - b. Proposals should indicate the frequency of monitoring visits, a time commitment

to begin and complete repair and/or maintenance work on damaged equipment upon identification during a monitoring visit or upon notice from the City of damaged or failing equipment. Proposals should also include the service level agreement to repair, remove, and replace damaged devices and shall include a detailed process for escalation of repair requests. The City requires a maximum response time of 48-hours to repair damaged units, unless otherwise approved by the Director of the Office of Communications and Customer Experience/311. Failure to cure within such time period shall be a default under the agreement. Any outstanding violations not addressed within the cure period outlined in the agreement are subject to kiosk removal by City at the sole cost of the vendor.

- c. Kiosks must be cleaned regularly. Proposer should detail a plan for regular cleaning of the kiosks.
- d. Proposer should detail a plan for maintaining up to date technology. Kiosk software and other technology shall be updated a minimum of two (2) times within any approved contract term or once every four (4) years.
- e. Proposer should detail a plan to ensure that no damage is done to City right of way or other property, and if damage is inadvertently done during installation, Proposer's plan to immediately remediate and restore the site at Proposer's cost. Likewise, Proposer should detail its plan to restore all sidewalks and other City right of way or other property upon removal of a kiosk during the term of and/or at the conclusion of the term of the agreement as noted in earlier section.
- f. Proposer should detail a plan to solicit public feedback on kiosk operations and maintenance, and to promptly respond to those notifications. This plan should include a method by which the public can escalate issues on which they have not received satisfactory response or resolution.

Revenue. Proposers shall detail a revenue model that includes a guaranteed revenue share to the City (as a percentage of total revenue) as well as a minimum revenue guarantee (as an annual dollar amount). Submissions should detail projected revenue to City over the term of the agreement, based on vendor's suggested kiosk number and locations.

Kiosk Number and Location. The selected vendor may install up to one hundred and fifty (150) kiosks at locations approved by the City in its sole discretion. No more than fifty (50) kiosks may be installed in any one calendar year. The proposal should include a citywide kiosk deployment strategy, including a proposed installation schedule. If requested by City, up to 20% of the kiosks shall be deployed in the City's Economic Development Target Areas ([here](#)).

- a. As part of this response, please provide a detailed map identifying areas within the City where you propose to locate kiosks.
- b. Describe your proposed process for working with the City to secure approval of proposed locations. Your proposed process should incorporate all of the guidelines and criteria outlined in this document, and should include a robust public engagement components to notify and seek feedback from stakeholders and property owners in the proposed areas.
- c. Matters that should be considered by vendor in suggesting locations, and which will be considered by City in approving or rejecting locations, including the following:

- i. Interruption or interference with existing streetscape or other street amenities
 - ii. Effect on pedestrian activity
 - iii. Effect on commerce and enjoyment of neighboring land uses
 - iv. Effect on traffic and pedestrian safety
 - v. Accessibility including ADA considerations
 - vi. Community and stakeholder feedback
 - vii. Compliance with existing regulations, city ordinances, applicable federal, state and city design guidelines, regulations and ordinances including existing sign ordinances or sign districts
 - viii. Vendor's overall compliance with the agreement to date
- d. Proposers' kiosk location identification methodology should include detailed strategies related to community outreach, site analysis, and zoning regulations.
- i. **Community Outreach.** Proposer should detail a communication plan to formally notify neighbors within 200 ft of any proposed kiosk structure, as well as any relevant public improvement districts, homeowners associations, neighborhood coalition groups, neighborhood associations, or other relevant stakeholders in the area of proposed kiosk locations, each as determined by City, as well as the relevant City Council member(s) in the proposed areas. The notice should include an email address at which stakeholders may provide written comment, and a date, time, and location for one or more proposed community meetings to receive verbal feedback. The director of COMS/311 must also be invited to the community meeting(s). Such notification should be made and such public meetings held prior to submitting a proposed location for City consideration. All written feedback received by the vendor, as well as a summary of the verbal feedback received at the stakeholder meeting, must be provided to City as part of the site approval request. **Site Analysis.** Proposers should target high-volume commercial and mixed-use districts with street speed limits of 30 mph or lower, high volume tourist sites/attractions, and sites suggested by the City for consideration. All sites should be analyzed by vendor for conformance with the Kiosk Siting Criteria and Design Standards Requirements set forth in this document. Please detail how vendor will ensure that potential kiosk locations fit in with the surrounding environment. This includes a range of urban considerations including variations in zoning, neighborhood, street types, land uses, curbside conditions, and bicycle infrastructure. Please detail your methodology for this review, and how you will demonstrate the context of the street environment from multiple vantage points when submitting a location for consideration by the City.
 - ii. **Zoning Ordinances and Regulations.** Vendor must avoid designated landmark, historic, special sign districts or exclusively single-family residential zoning districts. Kiosks must meet all ADA requirements

and not block storefronts or impact street furniture. Please detail your plans to meet these requirements.

- e. Please detail your plan to relocate installed kiosks as deemed necessary by the City due to construction or updated market conditions without cost to the City.
2. **Reporting.** The proposal shall detail reports the vendor will make available to the City, and the timing of vendor's delivery of such reports (ad hoc, automatically on request, monthly, quarterly, etc.). The reports shall include, at a minimum, usage statistics and other information to guide the City's content and location strategy, compliance reports, maintenance logs, and revenue reporting. Proposers shall detail all reporting capabilities available to the City, including proposer's capacity to customize reports. Please provide sample reports.
3. **Content.** Proposer shall detail a proposed process to receive and display City content such as documents, web links, maps, images, and other content. Please provide detailed information on compatible content formats. Proposer must include a protocol for real-time posting of emergency City communications on kiosks. Please describe the plan to ensure advertising content complies with the stated guidelines herein and the process for the City to review and remove content that the City deems non-compliant.
4. **Training.** Proposers must detail on-site and/or web-based training to be provided to City-designated individuals as needed to support and manage City content, at no cost to the City.
5. **Security.** Kiosk content must be protected against unauthorized access. Proposer should provide details on processes and procedures that will be in place to ensure and protect against unauthorized access or hacking.
6. **Data Privacy and Security.** Proposer should detail how user content, including Wifi login information, video feeds, and other data will be stored and used by the vendor. To the greatest extent possible, proposer's plan should include robust details for securing the data and privacy of users and residents. Security cameras will not latently capture video and shall only be activated whenever an emergency call is placed. Kiosks shall not collect or retain personally identifiable information ("PII"), nor sell such data to third parties.
7. **Connectivity.** Proposals should describe the network connection technology for the kiosks, as well as the data transfer technology between the City and the kiosk for city content, and its fluidity to accommodate future technological innovations.
8. **Design.** Proposer should submit detailed renderings of the kiosk(s) exterior design and user interface and describe the standard equipment hardware and software functionality in addition to any available customizations; describe the process for customization and design acceptance.
9. **Experience.** Proposer should describe its specific experience with providing digital kiosks to public entity clients, especially large municipalities.
10. **Scope and Timeline.** Proposer should provide a detailed project schedule and proposed deliverables to complete the tasks and requirements set forth within this RFP.
11. **Accessibility.** Proposer should describe how it will ensure that kiosks are accessible to people with different abilities and languages, and how vendor will adhere to ADA standards and laws and other relevant legal requirements.
12. **Value Added Products and Services.** Please provide any additional products or services that can add value to your response. Detail these products or services in your proposal

under the heading "Value Added Products and Services". This is an opportunity to include any offerings that might distinguish your firm from other competitors.

13. **Customer Service.** Please describe the proposed method for processing public complaints and how general inquiries will be managed. Include expected response times and the plan to notify businesses, customers, and the City of any issues.
14. **Removal of Existing Static Kiosks.** As an optional response item, Proposers may detail a solution to remove existing static kiosks in the City.

V. Communication

It is essential that the awarded Proposer respond clearly after receiving a telephone call or email from the City. Written electronic correspondence from the City of Dallas shall be answered within two business days and five business days for postal correspondence.

VI. 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 City. Late bids will not be considered for award.

VII. Location and Invoicing

Payments shall be sent to:
Office of Communications and Customer Experience/311
1500 Marilla, 7AN
Dallas, TX 75201

Payments are subject to the following criteria:

- Within 90 days after the end of the agreement year, Proposer shall submit an annual report of Gross Revenues for the preceding agreement year.
- If percentage payments in excess of the Minimum Annual Guarantee (MAG) are due, Proposer will pay them to City within 90 days after the end of the agreement year in question.
- Any additional MAG or Percentage Payments due shall be paid by Proposer to City with interest at ten (10) percent per annum from the date such additional MAG or Percentage Payment became due.
- The annual report of Gross Revenues for the preceding agreement year shall be certified by Proposer's Chief Financial Officer and shall be prepared in accordance with generally accepted accounting principles, including any applicable generally accepted governmental auditing standards.
- The Chief Financial Officer shall certify that the Proposers schedule of Gross Revenues and such other activity related to MAG or Percentage Payments is free from material

misstatements and that the resulting statements and MAG or Percentage Payments to City are in accordance with the resulting Agreement.

VIII. Ownership

Contract services, including all records, equipment, revenue, work product, and/or intellectual property produced through this contract becomes property of the City to use as its own property without restrictions.

IX. Evaluation Criterion

Experience and Qualification – 20 points

Vendor's experience and qualifications will be evaluated based on their demonstrated ability to perform work similar in nature, size, and scope to that described in this RFP. The following factors may be considered when evaluating experience and qualifications:

- Demonstrated experience in the field: Vendor must have a relevant and recent experience in providing similar services or products as described in this RFP to a municipality of similar size to Dallas
- Relevant experience: Vendor shall have at least 10 years of experience working on projects similar in size, scope, and complexity as described in this RFP
- Customer references: Vendor shall provide at least three references from current or past customers for similar services or products. At least one of the references should be from a municipality of similar size to Dallas.
- Staff qualifications: Vendor shall have staff with the necessary qualifications, certifications, and licenses to perform the work described in this RFP
- Subcontractors: Vendor shall provide information about any subcontractors they plan to use for this project, including their qualifications and experience.
 - Below average - Experience and qualifications do not specifically address the scope of work or objectives – (0-7 points)
 - Acceptable – Experience and qualifications specifically address the scope of work and objectives successfully. (8-15 points)
 - Exceptional – Experience and qualifications specifically address the scope of work and objectives successfully. (16-20 points)

Project Approach – 35 points

The vendor's understanding of the requirements outlined in the RFP will be assessed. The vendor must demonstrate a thorough understanding of the project goals, deliverables, and timelines. The vendor's methodology for project management and solution delivery will be evaluated. The vendor shall describe their methodology for location identification, robust community and stakeholder engagement, data security and user privacy protections, revenue generation, protection of pedestrian and bike accessibility and ADA compliance, ongoing maintenance and repair, technology updates, and all other matters discussed in this RFP. The vendor's approach shall demonstrate innovation and creativity in proposing solutions that meet the project requirements. The vendor shall highlight any unique features of their proposed solution that would set them apart from other vendors. The vendor's approach shall demonstrate that their

proposed solution is feasible, both from a technical and financial perspective. The vendor shall provide evidence of their capability to deliver the proposed solution within the given budget and timeline.

- o Below average - Approach does not specifically address the scope of work and/or missing key elements. (0-12 points)
- o Acceptable – Approach specifically addresses the scope of work and address key elements successfully. (13-24 points)
- o Exceptional – Approach specifically addresses the scope of work and provide extensive details on key elements. (25-35 points)

Revenue Model – 30 points

- Cost-effectiveness: The vendor's proposed revenue model shall be cost-effective and provide a clear value proposition. The vendor shall provide evidence of how their revenue model compares to industry standards and how it aligns with the organization's financial goals.
- Transparency: The vendor's revenue model shall be transparent, with clearly defined pricing structures, payment terms, and any additional fees. The vendor shall provide a breakdown of all costs associated with their proposed solution.
- Scalability: The vendor's revenue model shall be scalable, with the ability to accommodate any future growth or changes in the organization's needs. The vendor shall describe how their revenue model will be adjusted to meet the organization's future requirements.
- Sustainability: The vendor's revenue model shall be sustainable, with the ability to generate revenue over the long term. The vendor shall provide evidence of how their revenue model has been successful in other organizations and how it will be adapted to meet the specific needs of the organization.
- Please see Section XI. Special Requirements to ensure adherence for award consideration.

Business Inclusion and Development Plan - 15 points

The M/WBE Participation Goal is 12%.

- a) It is the policy of the City of Dallas to involve Minority and Women-Owned Business Enterprises to the greatest extent feasible on the City's construction, procurement, and professional services Contracts. The City and its Contractors shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of Contracts. In consideration of this policy, the City of Dallas has adopted the Business Inclusion and Development Plan (BID Plan) for all City of Dallas Contracts. The information shall be submitted with the proposal and shall include:
 - i. Submission of the Office of Business Diversity Pre-Bid/Proposal Form (OBD-FRM-623). This form consists of four sections:
 - 1. **Section I: Business Inclusion Affidavit = 0 points**
It is the policy of the City of Dallas to involve qualified Minority and Women-Owned Business Enterprises (M/WBEs) to the greatest extent feasible on the City's construction, procurement and professional services

contracts. The BID Policy establishes subcontracting goals and requirements for all prospective bidder/proposer to ensure a reasonable degree of M/WBE business inclusion and participation in City contracts. By signing this section, the bidder/proposer agrees to comply with the City of Dallas BID Policy.

2. Section II: Historical Utilization = up to 5 points

3 Projects = 5 Points; 2 Projects = 3 Points; 1 Project = 1 Point

The purpose of this section is to show the bidder/proposer's recent history of and commitment to utilizing M/WBE companies to complete contracts with municipalities as well as private contracts that may or may not have a business inclusion goal. Historical Utilization is not limited to City of Dallas contracts, but should include:

1. The last two projects performed with municipalities that had a business inclusion goal; and
2. The last private contract that may or may not have had a business inclusion goal.

If the vendor has not done business with the City of Dallas or any other municipalities as a prime contractor, they may list the last three private contracts instead.

3. Section III: Team Make-up/Schedule of Work = up to 10 points

Meets goal = 5 Points; Exceeds goal = 3 Additional Points; Diverse Team Make-Up (Reflective of the City of Dallas) = 2 Additional Points

The purpose of this section is to confirm the M/WBE participation percentage for the sub-contracting team that will be utilized for the anticipated project. In this section, the prime contractor will show their proposal to meet the established M/WBE subcontracting goals.

As a prerequisite for City Council Award, the contractor must demonstrate and document its good faith effort to meet the established goal. Any apparent low bidder/most advantageous proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from Minority and Women-Owned Business Enterprises (M/WBEs) may be denied award of the contract by the City based on the contractor's failure to be a "responsive" or "responsible" bidder.

This section should include all subcontractors, both M/WBEs and non-M/WBEs, and should also include the prime contractor's percentage. Contact the Office of Business Diversity if you require additional lists of certified M/WBE companies to perform additional scopes of work.

X. Performance Measures and Contract Management

It is the policy of the City of Dallas to monitor contracts for procurement of goods and services, and document performance measures. The Performance Measures and Contract Management will be based on the following areas:

A. Financial Capability

- a. Timeliness and accuracy of financial reporting
- b. Adherence to budget and revenue projections
- c. Ability to secure necessary financing and capital resources
- d. Credit rating and financial stability

B. Safety Records

- a. Number and severity of safety incidents
- b. Compliance with applicable safety regulations and standards

C. Prior Performance

- a. Adherence to contract terms and conditions
- b. Quality of work performed
- c. Timeliness of completion
- d. Customer satisfaction ratings
- e. Ability to address and resolve issues and/or disputes

D. Environmental Record

- a. Compliance with applicable environmental regulations and standards
- b. Number and severity of environmental incidents
- c. Implementation of environmental management systems or sustainable practices
- d. Demonstrated commitment to environmental stewardship and conservation efforts
- e. Proactive measures to reduce environmental impact and carbon footprint

XI. Special Requirements

As a condition to awarding this agreement, and upon execution of the agreement with the City, the selected proposer may be required to pay the City an amount equal to the termination fee payable by the City under the City's existing static kiosk agreement with CBS Outdoor Group, Inc., dated January 3, 2006. If the City chooses to terminate the existing static kiosk agreement, the termination fee as of the date of this solicitation is estimated at \$770,833.33, and the successful proposer will pay no more than this amount. The final payment amount will be determined by City prior to contract execution. If payment of this fee changes the terms of your proposal, please indicate what those changes would be. The early termination fee is reduced by \$20,833.33 per month until the termination by expiration is reached on June 30, 2028.

XII. Exhibits

Exhibit A – Equity Atlas Priority Areas with an Equity Impact Assessment (EIA) Score of 4 or 5
Exhibit B – City Entertainment Districts
Exhibit C – Victory Special Provision Sign District (including the TXU tract) and the West Village Special Provision Sign District
Exhibit D – Council District Maps

XIII. Transition

Upon City's selection of firm(s) based on this Request for Proposals, contract transition requirement will be provided by City.

XVI. Documents Submitted with Proposal or upon Request

1. Business Information Form (OPS-02)
2. Conflict of Interest Policy and Questionnaire (OPS-07, State Form CIQ)
3. Statement of Insurability and Quote (OPS-04)
4. Business Inclusion & Development Pre-Bid/Proposal (BID-FRM-622)
5. Business Inclusion & Development Pre-Bid/Proposal Form (BID-FRM-623)
6. Business Inclusion & Development Workforce Composition Form (OBD-FRM-627)
7. Living Wage Affidavit (OPS-03)
8. Sample Contract with Markups
9. Copy of contractor's internal affirmative action plan or policy
10. Any other City documents as required

XIV. Opening of Proposals

The City will open proposals during the bid reading. Proposer names will be publicly read at the bid reading which take 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.

XV. 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 after the submissions due date. Proposers will be notified by the procurement specialist 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.

XVI. 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.

XVII. Insurance Requirements

The successful proposers(s) shall procure and keep in full force and effect for the duration of the contract liability insurance that complies with all applicable Federal, State and local laws. The successful proposer(s) will provide a certificate of insurance evidencing proof of Automobile Liability and Workers' Compensation insurance coverages. The City of Dallas will be provided a Waiver of Subrogation and will be shown as the certificate holder.

XVIII. Discussion with Reasonably Qualified Proposals

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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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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

XXIII. Permits Required by Law

Contractor shall comply with all requirements of federal, state, and local statutory requirements and regulations pertinent to or affecting any phase of this contract.

XXIV. Records and Audit

Firm grants the City, or its designees, the right to audit, examine or inspect, at the City's election, all Firm's records relating to the performance of the Work under the Contract during the term of the contract and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors, investigators, or an outside representative engaged by the City. Firm agrees to retain its records for a minimum of five (5) years following termination of the contract, unless there is an ongoing dispute under the contract, then, such retention period shall extend until final resolution of the dispute. "Contractor's records" include all information, materials and data of every kind and character generated because of the work under this Contract. The City reserves the right to obtain electronic data extracts or snapshots of information stored in data storage media related to the matters, rights, duties or obligations under or covered by any contract documents.

Example of Contractor records include but are not limited to billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, work orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question, and any and all other agreements, sources of information and matters that may in the City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract documents.

The City agrees that it will exercise the right to audit, examine or inspect only during regular business hours. Firm agrees to allow the City's designee access to all Firm's Records, Contractor's facilities, and current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection, or examination. Contractor also agrees to provide adequate and appropriate workspace necessary to City or its designees to conduct such audits, inspections, or examinations.

If Firm subcontracts or outsources any work or responsibilities for work performed under this contract, the vendor must extend client's audit rights and conditions under this contract to every subcontractor or outsourced party that may perform services, or responsibilities under this contract.

XXV. 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.

XXVI. Default by Contractor

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

- Contractor 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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)

XXX. 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.

XXXI. 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 \$22.05 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.

XXXII. 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.

XXXIII. Wage Floor Compliance Requirements

Contractors submitting a response to a solicitation for general services must comply with the wage floor requirement to be consider 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 nonresponsive 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.

XXXIV. 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.

The City intends to select a Proposal that best meets the needs of the City and that provides the best overall value. The City reserves the right to check references on any projects performed by the Proposer, whether provided by the Proposer or known by the City. Upon review of all information provided by Proposers, the evaluation committee will make a recommendation for

selection to City officials. Upon approval of the selected Proposer, the City of Dallas will pursue negotiations with the top ranked respondent(s) with the goal of entering a contract.

The City reserves the right to request a Best and Final Offer from finalist Proposer(s), if necessary.

XXXV. 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.

XXXVI. 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.

XXXVII. Certificate of Interested Parties (Form 1295)

All vendors 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 vendor shall complete Form 1295-Certificate of Interested Parties- for every contract for which they're recommended. Vendor 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 vendor 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.