

## CITY OF MCKINNEY



## REQUEST FOR PROPOSAL

City of McKinney exclusively uses IonWave Technologies, Inc. ([McKinney eBid](#)) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. The City of McKinney accepts no responsibility for the receipt and/or notification of solicitations through any other means.

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**LEGAL NOTICE**

**City of McKinney, Texas  
Advertisement for Proposals**

The City of McKinney Urban Transit District (MUTD) is seeking proposals from qualified firms (“Respondents”) who can demonstrate they have the resources, experience, and qualifications to provide transportation services for eligible riders in Collin County, Texas. Specifications for this project may be obtained on our eBid system @ <https://mckinney.ionwave.net>.

Proposal openings will be broadcast via video conference meeting hosted inside City Hall Council Chambers located at 222 N Tennessee Street. Vendors are strongly encouraged to attend virtually versus in-person by following the meeting details outlined in the bid specifications. Respondent’s name will be read aloud in the City Council Chambers, at the address below, shortly after the specified time for delivery.

Proposers are encouraged to use the online submittal option. First-time users should consider submitting their proposals early to ensure receipt. The city’s eBid partner is IonWave and technical support is offered by calling 866-277-2645 x4 or email [support@ionwave.net](mailto:support@ionwave.net). Hard copy submittals must be clearly addressed to Procurement Services and include the RFP name and number on the outside of the envelope/package.

Proposal Deliveries: The City of McKinney can not guarantee, due to internal mail delivery procedures, that any bids/proposals sent priority mail will be picked up from the post office by city mail employees and delivered to Procurement Services by the closing date and time. It is recommended that bid/proposal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. ***Bidder shall bear full responsibility for ensuring that the bid/proposal is delivered to the specified location by due date and time.*** Late bids will be rejected as non-responsive.

PROPOSAL NAME: City of McKinney Urban Transit District Services  
PROPOSAL NO.: 20-43RFP  
DUE DATE/TIME: 2:00 p.m., July 15, 2020  
MAIL OR DELIVER TO: City of McKinney  
City Hall  
222 N. Tennessee Street  
McKinney, Texas 75069

The City reserves the right to reject any and all proposals and to waive any informality in proposals received, deemed to be in the best interest of the City. No officer or employee of the City of McKinney shall have a financial interest, direct or indirect, in any contract with the City of McKinney.

This publication can be made available upon request in alternative formats, such as, Braille, large print, audiotape or computer disk. Requests can be made by calling 972-547-2694 (Voice) or email [contact-adacompliance@mckinneytexas.org](mailto:contact-adacompliance@mckinneytexas.org) Please allow at least 48 hours for your request to be processed.

TO APPEAR IN THE MCKINNEY COURIER GAZETTE IN THE FOLLOWING EDITIONS:

First Publication: June 21, 2020  
Second Publication: June 28, 2020

**GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT**

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

**I. RESPONSES**

- A. PROPOSALS – The City encourages all responses to be submitted electronically on the City’s eBid system. However, the City will also accept paper proposals, if received by the due date and time at the location specified in the legal notice. Paper proposals submitted to the office of the Procurement Services Manager shall be a minimum of one (1) original and one (1) copy which shall be submitted in a sealed envelope; as well as one (1) electronic copy in PDF format on CD, DVD or USB. Copies are to be marked as such.
- B. AUTHORIZED SIGNATURES – The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.
- C. LATE PROPOSALS – Proposals must be in the office of the City Purchasing Manager before or at the specified time and date proposals are due. Proposals received in the office of the Purchasing Manager after the submission deadline shall be rejected as non-responsive proposals.
- D. WITHDRAWAL OF PROPOSALS PRIOR TO OPENING – A proposal may be withdrawn before the opening date by submitting a written request for its withdrawal to the City Purchasing Manager.
- E. WITHDRAWAL OF PROPOSALS AFTER OPENING – A proposal may not be withdrawn or cancelled by the vendor for a period of sixty (60) days following the date and time designated for the receipt of proposals unless otherwise stated in the request for proposals and/or specifications.
- F. PROPOSAL AMOUNTS – Proposals should show net prices, extensions and net total where applicable. In case of conflict between unit price and extension, the unit price will govern.
- G. TAX EXEMPT STATUS – The City is exempt from federal excise tax and state sales tax. Unless specifications specifically indicate otherwise, the price proposal must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the proposal price shall not include taxes.
- H. AWARDS – The City reserves the right to be the sole judge as to whether such items proposed will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the City. Award of contract shall be made to the most responsible, responsive offeror whose negotiated best and final offer is determined to be the best value offer, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals.

- I. SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS – All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the proposal price. Vendor may be required to furnish evidence that the product or service, as proposed, will meet or exceed these requirements.
- J. ADDENDA - Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than seventy-two (72) hours prior to opening. Addenda will be distributed to all known recipients of proposal documents. Vendors shall acknowledge receipt of all addenda with submission of proposal.
- K. GENERAL BID BOND/SURETY REQUIREMENTS – Failure to furnish bid bond/surety, if requested, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.
- L. GENERAL INSURANCE REQUIREMENTS – Failure to furnish Affidavit of Insurance if, insurance coverage is required in these specifications, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.
- M. RESPONSIVENESS – A responsive proposal shall substantially conform to, or exceed, the minimum requirements of this Request for Proposal. Offers containing any clause that would limit contracting authority shall be considered non-responsive. Example of proposals that would limit contracting authority is one made contingent upon award of other offers currently under consideration.
- N. RESPONSIBLE STANDING OF OFFEROR – To be considered for award, offeror must at least: have the ability to obtain adequate financial resources; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award.
- O. PROPRIETARY DATA – Offeror may, by written request, indicate as confidential any portion(s) of a proposal that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of McKinney will protect from public disclosure such portions of a proposal unless directed otherwise by legal authority including existing Open Records Acts.
- P. PUBLIC OPENING – Offerors are invited to be present for acknowledgement of proposals. Proposals duly received will be publicly acknowledged at an official public opening in such a manner so as to avoid disclosure of the contents to competing offerors through the negotiation process. After the official public opening, a period of not less than one week is necessary to evaluate proposals. The amount of time necessary for proposal evaluation may vary and is determined solely by the City. Following City Council action to award or reject, all proposals submitted are available for public review.

Q. **WAIVER OF CLAIMS** - Each Offeror by submission of a response to this RFP waives any claims it has or may have against the City and the City's Representative(s) in this process and their respective employees, officers and elected officials, members, directors and partners, agents and representatives regarding the administration of the RFP process, the RFP evaluation, and the critique and selection of qualified Respondents. Submission of a proposal indicates the Offeror's and Respondent's acceptance of the evaluation technique set out in this Proposal. In this regard, Respondent acknowledges that the selection process and evaluations of proposals submitted constitute public information under Texas law and Respondent waives any claim it has or may have regarding any information contained in or derived from such evaluations.

## **II. PERFORMANCE**

- A. **DESIGN, STRENGTH, AND QUALITY** – Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices.
- B. **AGE AND MANUFACTURE** – All tangible goods being proposed must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.
- C. **DELIVERY LOCATION** – All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Manager or designee.
- D. **DELIVERY SCHEDULE** – Delivery may be an important consideration in the evaluation of the proposal. The maximum number of days necessary for delivery ARO shall be stated in the proposal.
- E. **DELIVERY CHARGES** – All delivery and freight charges, F.O.B. destination shown on purchase order, as necessary to perform contract shall be included in the proposed price.
- F. **INSTALLATION CHARGES** – All charges for installation and set-up shall be included in the proposed price. Unless otherwise stated, at minimum, basic installation and set-up will be required.
- G. **OPERATING INSTRUCTIONS AND TRAINING** – Clear and concise operating instructions and descriptive literature will be provided in English if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of the City. Instructions and training shall be at no additional cost to the City.
- H. **STORAGE** – Offeror agrees to provide storage of custom ordered materials, if requested, not to exceed thirty (30) calendar days.
- I. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS** – Proposals must comply with all federal, state, county and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City of McKinney, Collin County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

- J. PATENTS AND COPYRIGHTS – The successful vendor agrees to protect the City from claims involving infringements of patents and/or copyrights.
- K. SAMPLES, DEMONSTRATIONS AND TESTING – At the City's request and direction, offeror shall provide product samples and/or testing of proposed items. Samples, demonstrations and/or testing may be requested at any point prior to or following award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the offeror/vendor.
- L. ACCEPTABILITY – All articles enumerated in the proposal shall be subject to inspection by an officer designated for the purpose by the City of McKinney. If found inferior to the quality called for, or not equal in value to the contract specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to contract specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the City. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

### **III. PURCHASE ORDERS AND PAYMENT**

- A. PURCHASE ORDERS – A purchase order(s) shall be generated by the City Purchasing Manager to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- B. INVOICES – All invoices shall reference the Purchase Order number. Invoices shall provide a detailed description for each item invoiced. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the procurement services.
- C. FUNDING – The City of McKinney is operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available. The MUTD funds the Collin County Transit Program with federal grants, state grants, and local match dollars.

### **IV. CONTRACT**

- A. CONTRACT DEFINITION – The General Conditions of Bidding and Terms of Contract, Specifications, Proposal, Addenda, Negotiated Changes and any other documents made a part of this proposal shall constitute the complete proposal. This proposal, when accepted by the City, shall constitute a contract equally binding between the successful offeror and the City of McKinney.
- B. CONTRACT AGREEMENT – Once a contract is awarded, agreed upon prices shall remain firm for the term of the contract. Contract shall commence on date of award and continue for a period mutually agreed to by both parties. The initial contract term will run from August 1, 2020 until September 30, 2021, and shall automatically renew for two successive one year terms upon the mutual written agreement of the parties.
- C. CONTRACT TERMINATION – The City reserves the right to cancel and terminate this contract, without cause, upon thirty (30) days written notice to the other party.

- D. CHANGE ORDER – No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the City. No change order will be binding unless signed by an authorized representative of the City and the vendor.
- E. NEGOTIATION – The City of McKinney may elect to negotiate a contract with the selected offeror(s). Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both the City and selected offeror shall be submitted in written form and made part of the resulting contract. Although the City of McKinney reserves the right to negotiate, contract award may be made on the basis of initial proposals received without discussions. Therefore, initial proposals will contain the offeror's best terms.
- F. PRICE REDETERMINATION – A price redetermination may be considered by the City of McKinney only at the anniversary dates of multiple year contracts. Request for price redetermination shall be in written form and include written documentation from third party source of increase, substantiating cost increase. City of McKinney reserves the right to approve or disapprove any request as it deems to be in the best interest of the City. A vendor's history of honoring contracts at the awarded price will be an important consideration in evaluating lowest and best value proposal. Any adjustment in pricing must be presented to the City of McKinney at least ninety (90) days prior to the expiration or renewal of the current agreement.
- G. TERMINATION FOR DEFAULT – The City of McKinney reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the City to award to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.
- H. TRANSITIONAL PERIOD – Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.
- I. INVALID, ILLEGAL, OR UNENFORCEABLE PROVISIONS – In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
- J. INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE – Successful vendor shall defend, indemnify and save harmless the City of McKinney and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Successful vendor shall pay any judgment with cost which may be obtained against the City of McKinney growing out of such injury or damages.



- K. **INTEREST BY PUBLIC OFFICIALS** – No public official shall have interest in this contract, in accordance with Texas local government code.
- L. **DISCLOSURE OF CERTAIN RELATIONSHIPS** – Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with the City of McKinney disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that may cause a conflict of interest with the City of McKinney. By law, this questionnaire must be filed with the City Secretary, City of McKinney, PO Box 517, McKinney, Texas 75070, not later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Go to [www.mckinneytexas.org](http://www.mckinneytexas.org) to view Section 176, Local Government Code and for Questionnaire CIQ. A person commits a Class C misdemeanor offense if the person violates Section 176.006, Local Government Code. By submitting a response to this request, bidder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
- M. **ETHICAL BEHAVIOR** - The City of McKinney requires ethical behavior and compliance with the law from all individuals and companies with whom it does business.
- N. **WARRANTY** – The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
- O. **UNIFORM COMMERCIAL CODE** – The successful vendor and the City of McKinney agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- P. **VENUE** -- This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Collin, Texas.
- Q. **SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT** – The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of McKinney.
- R. **SILENCE OF SPECIFICATIONS** – The apparent silence of specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- S. **BOYCOTTING OF ISRAEL** - In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:
- (1) does not boycott Israel; and
  - (2) will not boycott Israel during the term of the contract.

Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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**INSURANCE REQUIREMENTS**

- A. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of McKinney. The vendor shall furnish to the City of McKinney Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

20-43RFP City of McKinney Urban Transit District Services  
City of McKinney  
Procurement Services  
PO Box 517  
McKinney, TX 75070  
**Or you may email to: [ebid@mckinneytexas.org](mailto:ebid@mckinneytexas.org)**

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability Insurance to provide coverage against any claim which the consultant and all consultants engaged or employed by the consultant become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$2,000,000 per claim, \$2,000,000 annual aggregate.

**NOTE:** If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of McKinney.

- B. With reference to the foregoing required insurance, the vendor shall endorse applicable insurance policies as follows:
1. A waiver of subrogation in favor of City of McKinney, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

2. The City of McKinney, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
  3. All insurance policies shall be endorsed to the effect that City of McKinney will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
  4. All insurance policies shall be endorsed to the effect that City of McKinney will receive at least ten (10) days' notice in advance of the cancellation effective date of any policy of insurance that is cancelled by the insurance company for nonpayment of premium or by vendor for any reason.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.
- D. The vendor shall notify CITY in writing at least thirty (30) days prior to vendor cancelling or making any material change to any coverage(s) provided in, or through, the insurance policies required under this Section VIII. Failure by Vendor to provide CITY the notice required hereunder may, in the sole discretion of CITY, be deemed as a material breach of agreement.

**CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**  
**(Required by Awarded Vendor(s) Only)**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

**Filing Process:**

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the City of McKinney.

The City of McKinney must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the City of McKinney.

**Form Availability:**

Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

For questions regarding and assistance in filling out this form, please contact the Texas Ethics Commission at 512-463-5800.

**MINIMUM REQUIREMENTS**

**I. INTRODUCTION**

The City of McKinney Urban Transit District (MUTD) is currently seeking proposals from qualified firms (“Respondents”) who can demonstrate they have the resources, experience, and qualifications to provide transportation services for eligible riders in Collin County, Texas for scheduled and “on demand” bus and micro-transit trips.

A virtual pre-proposal conference will be held online. This link will be posted online at <https://www.mckinneytexas.org/1944/Transit-Services>. All prospective offerors are strongly recommended to have a representative present. It is the offeror’s responsibility to examine the site and documents to gain a full understanding of the requirements of the RFP.

Service must be available August 1, 2020. The MUTD is the primary regional transit provider for Collin County, offering transit service from Celina, Lowry Crossing, McKinney, Melissa, Princeton and Prosper to the greater Collin County area. MUTD manages the Collin County Transit Program (CCT) which operates a demand response bus service and micro-transit taxi program within Collin County limits. This service is available to low-income persons, persons with disabilities, and those ages 65 years and older. MUTD’s services will also provide a link to Parker Road Station in Plano. The agency’s top priority is providing service that enables customers to access regional destinations, a critical transportation need since there are approximately over 10,000 trips occurring each day between the municipalities within the service area.

Some but not all passengers may have special mobility needs. Respondents are encouraged to propose alternative means of compliance with the requirements of the RFP as long as they do not compromise the service quality of the program or violate MUTD’s underlying obligations to Federal Transit Administration (FTA). Respondents must ensure total compliance with all operations and reporting requirements set by FTA.

In FY2020, MUTD utilized Denton County Transit Authority (DCTA) and Irving Holdings to provide transportation for scheduled and “on demand” trips in the designated service area (see Exhibit A labeled “MUTD Service Area Map”).

The following summarized statistics below are estimated number of trips that were provided by the transportation providers:

	Bus Trips	Taxi Trips
Total # of Trips by Transportation Providers	1322	9065

Services are on an as-needed basis only and will have no guaranteed minimum usage.

**II. SCOPE OF SERVICES**

CCT is an affordable transit alternative for low-income persons, persons with disabilities, and those ages 65 years and older to travel within Collin County. The scope of services covers the requirements for the Contractor to provide specialized transportation services and vehicle maintenance for the MUTD CCT program that are residents of Celina, Lowry Crossing,

McKinney, Melissa, Princeton or Prosper and available to eligible riders who are residing within the MUTD service area. The MUTD will provide service vehicles.

Contractor services shall include, but are not limited to the following:

- a. Provide a trip that must begin or end in one of the MUTD member cities. The service area is Collin County, allowing connection to Dallas Area Rapid Transit (DART) at Parker Road Station. See Exhibit A labeled "MUTD Service Area Map".
- b. Provide transit service that meets the need of the community.
- c. Provide scheduling services for eligible riders and routing manifest for operators.
- d. Provide monthly reports to City of McKinney Transit Administrator to facilitate compliance reporting.
- e. Provide prompt and courteous service to all eligible riders.
- f. Provide transit operators that are in compliance with all applicable local, state, and federal regulations.
- g. Provide management and maintain operations for the operators and vehicles.
- h. The Contractor shall inform Transit Administrator within 24 hours or by the next business day, whichever is earlier, of any rider complaints or incidents that occurred during transport.
- i. Provide immediate communication to the City Transit Administrator of any accident that occur while the vehicle has a rider onboard.
- j. The Contractor must maintain the confidentiality of each rider's name, trip cost and address and will not provide that information to any person except as required for operations or as required by law.
- k. The Contractor must conduct preventative maintenance in accordance with the vehicle manufacturer's recommended schedule and bill the MUTD accordingly.
- l. The Contractor must conduct preventative maintenance on ADA accessible features in accordance with the manufacturer's recommended schedule and bill the MUTD accordingly.

### **III. BUDGET**

The CCT program will provide transit to riders for a \$3 (three-dollar U.S. currency) fare inside the service area and \$5 (five-dollar U.S. currency) outside the service area. The MUTD must be billed monthly for the difference between the cost of each ride and the fare collected by the contractor. The Contractor and MUTD shall participate in the ongoing review of system-wide financial conditions and the selection of any mid-course corrective actions as needed.

The MUTD FY20 budget has \$632,284.00 remaining from a beginning balance of \$1,076,768.00.

The MUTD is funded by FTA grants, TXDOT grants, and local match dollars. For FY21 the MUTD will receive:

- \$8.8 Million in FTA CARES Act funding, with no lapse date on funds; and
- \$437,036 in TXDOT funding, which expires August 31, 2021.

#### **IV. PROPOSAL REQUIREMENTS**

The City requests responses to be submitted electronically on the City's eBid system. Responses shall be submitted in one PDF file divided into sections for each item below. Additional information on each section may be included and attached if necessary.

Responses shall include the following items in order:

##### **Section 1 – Executive Summary**

In the executive summary, the Respondent shall provide:

- a. Table of Contents - A master table of contents of the entire proposal.
- b. A concise narrative summary of the entire proposal, including a highlight of any key or unique features, excluding cost/price. The salient features should tie in with the stated evaluation factors. Summary material presented here shall not be considered as meeting the requirements for any portions of other sections of the proposal.

##### **Section 2 – Company Profile**

This section will describe the company, the fleet, and the dispatch services to be offered.

- a. Provide a company profile to include but not limited to:
  1. Length of time you have been providing proposed service(s) described in this document;
  2. Job titles of all key personnel and their expertise;
  3. Include a descriptive background of your company's history;
  4. Principal business location and any other service locations;
  5. Number of locations and where proposed product/services are in use.
- b. Describe the size and type of total fleet. Include information regarding the minimum number of taxicabs available at all times and their primary service area, and the locations of the taxicabs to be used for this program and their proximity to the MUTD.

##### **Section 3 – Technical Response**

The technical response section will address the company's operations and work history. All vehicles and operators shall meet the federal, state, and local requirements. The successful offeror will be responsible for monitoring the City's ordinances and ensuring compliance with the most current version of the ordinance. Include the relevant information as outlined below and any additional information that will assist the MUTD in evaluating the Respondent's proposal.

Provide the following:

- a. Provide information about the certification process and insurance for the taxi company's drivers and vehicles.



- b. Describe the procedures for background checks, defensive driving courses, driver training, and licensure and violations monitoring, etc. The company shall provide all insurance for the vehicles, drivers, and passengers. Proof of insurance shall be required prior to award of the contract.
- c. Describe the company's dispatch capabilities and the physical location of the operations center where calls will be taken, and rides scheduled.
- d. Describe the priority of scheduling for trips for riders participating in the program; the availability of standing reservations and guaranteed pick-up times; and response times for non-scheduled trips.
- e. Describe the notification procedure that will be used if the driver will be late.
- f. Explain how the taxi company will handle payment of fares.
- g. Provide the service hours of the taxi company. Will rides be provided only during specific times or will they be provided 24 hours/7 days per week?
- h. Describe how the taxi company will handle return trips for participants for whom they have provided an outbound trip.
- i. Describe how the taxi company will handle group trips so that multiple people traveling to and from the same pick-up location and drop-off location only pay one fare. How many people may travel as part of a group trip?
- j. Describe the company's accident notification procedure.

**For Billing Procedures and Data Reporting:**

- k. Provide details regarding the taxi company's billing procedure, and how monthly payment requests will be sent to the MUTD.
- l. Describe how the taxi company will provide the MUTD with access to trip logs and other records.
- m. Explain how the taxi company will collect data to provide to the City about who is using the service.

**For Work History – Contractor must have verifiable experience in providing transit operations services. Submit a minimum of three (3) references for government or corporate contracts within the past five years that are of similar scope to the requirements herein. Preference will be given to offerors who have experience with transportations of seniors. Provide current contact information for each (name, phone, email) and a narrative description of nature and scope of work, including information about the client base, frequency of trips, and approximate value of the contract.**

- n. Provide work history and references as outlined above.
- o. Provide a report of on-time performance, if available.

**Section 4 – Fee Schedule**

- a. Contractor shall submit a schedule of fees in this section. Include a statement of minimum trip charge (if any), which will be used to evaluate the cost to the MUTD.

## **Section 5 – Financial Capacity**

Offeror is requested to submit recent financial statements with their proposal. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If offeror's firm does, however, have audited statements, please include a copy with your proposal.

## **Section 6 – Exceptions**

Any alternatives or exceptions to this RFP must be submitted with the RFP submission labeled as such. The respondent shall comply with the requirements as outlined in this RFP. All forms within this solicitation are to be completed in their entirety and submitted according to the requirements.

## **V. EVALUATION CRITERIA AND FACTORS**

Award of contract shall be made to the most responsible, responsive offeror whose proposal is determined to be the best value offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals below.

The evaluation criteria will be grouped into point factors as follows:

- 25 Points - Contractor's ability to satisfy the deliverables listed in the scope of services
- 25 Points - Capability of providing the services in a cost-effective manner within the available budget (schedule of fees)
- 25 Points – Contractor Interview
- 25 Points - Contractor's financial capacity to provide the services
- 25 Points – Contractor Technical Response (Operations and Work History)

The City reserves the right to reject any and all proposals and is under no obligation to award a Contract. The City reserves the right to negotiate a contract with the highest evaluated proposer as determined by the review committee. Should negotiations with the highest evaluated proposer not produce an acceptable contract, the City reserves the right to begin negotiations with the second highest evaluated proposer, and so on, until an acceptable contract is negotiated, or to break off negotiations with all firms and not award a contract. The responsibility for the final selection and award of a contract rest solely with the City Council of the City of McKinney. The City shall not be liable to any proposer for costs associated with responding to this RFP, for proposer's participation in any oral interview, or any cost associated with negotiations.

## **VI. QUESTIONS**

All questions regarding the meaning or intent of these documents shall be submitted by email to, the Questions tab related to this project, 20-43RFP, on the City of McKinney's eBid system at <https://mckinney.ionwave.net>. The City of McKinney, as it determines necessary for interpretation or clarification, will respond to such questions through written addenda. Formal written addenda will be published and made available through the City's eBid system at <https://mckinney.ionwave.net>. No other interpretations or clarifications shall have legal effect.

Bid No. 20-43RFP  
**PROPOSAL FORM**  
**SIGNATURE PAGE**

As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?

Yes \_\_\_\_\_ No \_\_\_\_\_

The undersigned agrees, if the best and final proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Proposals, General Conditions, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the offeror nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to propose or not to propose thereon.

Offeror (Entity Name)	Signature
Street & Mailing Address	Print Name of Signator
City, State and Zip	Title of Signator
Telephone No.	Mobile No.
E-mail Address	Date Signed

If not the same as above, indicate the city and state that your principal place of business is located:

**Acknowledgment of Addenda (if any):**

Addendum 1 _____	Date Received _____
Addendum 2 _____	Date Received _____
Addendum 3 _____	Date Received _____

**EXHIBIT A**

MUTD Service Area Map

