



CITY OF GRAND PRAIRIE, TEXAS

REQUEST FOR BIDS

RFB # 24107 – LOCATION INTELLIGENCE SOFTWARE PLATFORM

DUE DATE: PRIOR TO 2PM WEDNESDAY, APRIL 24, 2024

DUE TO: CHANTEL L. WINFIELD, SENIOR BUYER

Purchasing Division
300 W. Main Street
Grand Prairie, Texas 75050
www.planetbids.com

CLEARLY MARK BID AS “RFB # 24107”

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered. EMAIL BIDS WILL NOT BE ACCEPTED.

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CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

Sealed bids will be received at 300 W. Main Street, Grand Prairie, Texas, and via www.planetbids.com until Wednesday, April 24, 2024 at 2:00 PM, and publicly opened and read (via teleconference) at that time for the purchase of the following:

RFB # 24107 – LOCATION INTELLIGENCE SOFTWARE PLATFORM

Further information and specifications may be obtained at <https://pbsystem.planetbids.com/portal/53284/portal-home> or from the Purchasing division at (972) 237-8045.

The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.

Publish: April 7 & April 14, 2024

1. PROJECT SCOPE

It is the intent of this specification to obtain an annual contract for the purchase of location intelligence software platform that instantly generates objective insight into foot traffic analytics of any property or district for a deeper understanding of the factors that drive spending event attendance, economic development planning and execution, by the City of Grand Prairie Parks, Arts and Recreation.

2. REQUIREMENTS

2.1 The software should provide data on the following:

- 2.1.1** Visitation patterns among residents, visitors, and employees;
- 2.1.2** Determination of spending by Grand Prairie residents and visitors outside of the city and identification of brand affiliation among those shoppers to assist in attracting relevant businesses;
- 2.1.3** Identification of specific areas of the city that are underperforming and/or ripe for redevelopment;
- 2.1.4** Calculation of total attendees at locally hosted events and identifying the demographics of those attendees;
- 2.1.5** Identification of city locations considered strengths for future opportunities;
- 2.1.6** Tracking the economic impacts of national, regional and community events in Grand Prairie.

2.2 Desired Features:

- 2.2.1** Data Set Creation: The ease, functionality, and number of data sets that can be created.
- 2.2.2** Item Download: The ease and functionality of downloading data-sets into formats that can be easily analyzed for direct use.
- 2.2.3** Market Study: The ease of creating and analyzing data sets to use in studying markets to attract targeted businesses.
- 2.2.4** User Experience: General user experience by City staff and elected officials.
- 2.2.5** Public Experience: Ability to use data in marketing materials including City website if desired.
- 2.2.6** Optional Features: The degree that optional features enhance the City's efforts to support and attract business to the community.
- 2.2.7** End-to-end services: The degree that the location intelligence software is compatible with other web services (such as website or codification) both from the same respondent and other providers.
- 2.2.8** Nearly Real Time Data – Only 5 days of data lag until information is available.
- 2.2.9** Add Any Venue Instantly – If a property is not indexed in the platform, or a custom area needs to be created, a "Create POI (Point of Interest)" tool within the platform to quickly draw a polygon and surface insights for that place. Additionally, custom POI requests can be made to the vendor.

2.2.10 Price: Annual price, expenses and contract duration are all important to the City.

2.2.11 Implementation: Timeline and Customer Support offered. Include all pertinent information about the commodity you are requesting.

3. SUPPLIES NOT HEREIN LISTED

Due to many unforeseen needs the City may require over the contract period there may be additional items ordered that are not listed on the bid sheet. All vendors are required to provide a percentage discount from manufacturer's list price for supplies not herein listed in the space provided on the bid sheet. Manufacturer's list price used to calculate cost to the City for any item ordered that is not herein listed shall be the manufacturer's list price that is in effect at the time that the order is placed. Vendor is to provide a discount from manufacturer's list for each manufacturer represented on your bid submittal. If no discount will be given for a particular manufacturer, place a "0" in the space provided.

4. WARRANTY

Supplies shall be covered by manufacturer's standard warranty. Vendor is required to submit manufacturer's warranty summary upon request.

5. ESTIMATED USAGE

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

6. VENDOR QUALIFICATIONS

- 6.1.** Vendor must be engaged in the business of providing software for a minimum of five years within the last seven years.
- 6.2.** Vendor must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.
- 6.3.** Vendor must provide a list of three (3) governmental or commercial references for work of a similar scope to this specification. The Vendor shall choose references that illustrate the Vendor's ability, capacity, and skill to perform the contract as specified.

7. PAYMENT AND INVOICING

- 7.1. Payment** - The supplies furnished in accordance with this specification will be paid for at the unit price or percentage discount bid within 30 days of receipt of good or invoice, whichever is later unless the on-line ordering option and/or procurement card payment option is utilized.
- 7.2. Invoicing** - The following requirement applies to all invoices. Invoices must reference a purchase order number. Separate invoices are required for each order and shall be sent to the ordering department. The invoice should include the following: As a Municipal Government, the City of Grand Prairie is exempt from all sales and excise taxes. **DO NOT INCLUDE TAXES** in price bid. Tax Exemption Certificates will be issued to successful vendor(s) upon request. Invoices shall include but not limited to:
- 7.2.1.** Purchase Order number
 - 7.2.2.** Invoice number
 - 7.2.3.** Contract rates
 - 7.2.4.** Quantity ordered.
 - 7.2.5.** Total amount due

8. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Advertise	April 7, & 14, 2024
Deadline for Questions	April 17, 2024 by 4:00 p.m.
Responses to Questions	April 19, 2024
Deadline for Receipt of Bids	April 24, 2024 by 2:00 p.m.

9. CONTACT

Information, questions, or clarification concerning the intent of this RFB should be in writing and addressed to Chantel L. Winfield at cwinfield@gptx.org by 4:00 p.m. (CST) of the Deadline for Questions outlined in the Procurement Schedule. City of Grand Prairie's response to questions and requests for clarification will be posted to Planet Bids (www.planetbids.com).

10. BID EVALUATION

The lowest responsive and responsible Vendor, i.e., the Vendor who fully complied with all the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing., will be awarded the contract. The City of Grand Prairie reserves the right to accept or reject any bids in whole or in part and waive any informality in the competitive bid process. Further, the City reserves the right to enter any contract deemed to be in the City's best interest.

11. SUBMITTAL RESPONSE GUIDELINES

Vendor's response to this Request for Bid shall include:

- 11.1.** Completed and signed proposal checklist.
- 11.2.** Bid Pricing Form filled in with unit prices, extended prices, and total.
- 11.3.** Questionnaire and References pages 1 - 2 answered. References provided should be for similar work/projects with up-to-date contact information (phone and email).
- 11.4.** Bid Affirmation form reviewed and signed.
- 11.5.** Completed Historically Underutilized Business Questionnaire and Additional Verifications Form.

12. AGREEMENT TERMS AND AWARD

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The city may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the city. Successful Vendor will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within.

SOLICITATION STANDARD TERMS AND CONDITIONS

1. INSTRUCTIONS: These standard terms apply to all solicitations.

2. BEST INTEREST: The CITY reserves the right to reject any or all responses and to waive formalities. The CITY also reserves the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the CITY to do so.

3. PRICING: Unless otherwise noted in this document, price(s) quoted must be held firm for ninety (90) days to allow for evaluation.

4. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a 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 that basis.

5. F.O.B.: All shipping shall be F.O.B. Destination.

6.COOPERATIVE/INTERLOCAL PURCHASING: If the vendor checked "yes" on the submittal affirmation form to allow for interlocal purchasing, the following will apply: Governmental entities utilizing inter-governmental contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under the contract(s) awarded from this solicitation. All purchases by governmental entities other than the City of Grand Prairie will be billed directly to that governmental entity and paid by that governmental entity. The City of Grand Prairie will not be responsible for another governmental entity's debts. Each governmental entity will order their goods and services as needed.

7. SPLIT AWARD: The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

8. WITHDRAWAL OF RESPONSE TO SOLICITATION: For a period of ninety (90) days following the date designated for the receipt of response, a response may not be withdrawn or cancelled by the vendor without approval by the CITY.

9. ERROR-QUANTITY: Submittals must be made on the units of quantity specified and on extended costs, and they must show total costs. In the event of discrepancies in extension, the unit price shall govern.

10. LATE SUBMITTALS: Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Grand Prairie is not responsible for lateness from any carrier for any reason.

11. TAXES: The City of Grand Prairie is exempt from federal manufacture's excise taxes and state sales taxes. TAX MUST NOT BE INCLUDED IN PRICING. Tax exemption certificates will be executed by the CITY and furnished upon request.

12. ADDENDA: Any interpretations, corrections or changes to these specifications will be made by addenda. Sole issuing authority of the addenda shall be vested in the City of Grand Prairie Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this solicitation. It is the responsibility of proposers to ensure they have received and understand any issued addenda.

13. PROTEST: Protests shall be submitted in writing and filed with the Purchasing Division no less than three (3) business days prior to the CITY Council meeting at which the award appears on the agenda. A written response will be prepared by the Purchasing Manager in consultation with the end user department and CITY Attorney in accordance with the CITY Purchasing Manual. If the protesting vendor does not agree with the staff recommendation, they may appeal to the CITY Council. Protesting vendors must contact the CITY Secretary to be acknowledged and heard by CITY Council at the first available Council meeting.

14. PAYMENT TERMS: Unless otherwise specified by the CITY in this document, payment terms are Net 30.

15. PATENT RIGHTS: The vendor agrees to indemnify and hold the CITY harmless from any claim involving patent right infringement or copyrights on goods supplied.

16. FUNDING: The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for October 1 to September 30. The CITY reserves the right to terminate, without liability to the CITY, any contract for which funding is not available.

17. ASSIGNMENT: Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the CITY.

18. VENUE: This agreement will be governed and construed according to the laws of the State of Texas.

19. RIGHT OF REVIEW: Vendor covenants and agrees that the CITY, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.

20. DELIVERY TIMES: Deliveries will be acceptable only during normal working hours at the designated CITY municipal facility.

21. STANDARD WARRANTY: Standard manufacturers' warranties shall be provided and submitted to the City of Grand Prairie upon request.

22. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

23. ORDERS AND INVOICING: A purchase order number is required for all purchases. All invoices must identify the purchase order number, include the bid unit pricing by item, identify the ordering department/user, and include contact phone and email.

24. CONFLICT OF INTEREST: The successful vendor agrees that during the contract period vendor and any of vendor's associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this contract. All activities, investigations and other efforts made by vendor pursuant to this contract will be conducted by employees or associates of vendor. Vendor further agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or

constructive knowledge of VENDOR will render this contract voidable by the CITY.

a. FORM CIQ – is required when a conflict exists in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law, this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. This form may be obtained from the City of Grand Prairie website.

25. CONFIDENTIAL WORK: Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

26. WARRANTY, HOLD HARMLESS, AND INDEMNITY: VENDOR warrants that the commodities it delivers to the CITY shall be delivered in a good and workmanlike manner, and that any item delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

27. PROPRIETARY INFORMATION: Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as

confidential by the City of Grand Prairie to the extent permitted by law.

28. WAIVER OF ATTORNEYS FEES: VENDOR and CITY expressly agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys. In no event shall either party be responsible for the other party's attorney's fees, regardless of the outcome of the litigation.

29. CHANGE ORDERS: 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 by the City of Grand Prairie.

30. TERMINATION: The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under the resulting contract, in whole or in part, by giving at least thirty (30) days prior written notice of termination to VENDOR. VENDOR understands that no further orders may be accepted after the date specified in such notice. In the event of termination and following its inspection and acceptance of goods and services properly ordered prior to the date specified in the notice of termination, the CITY shall equitably compensate VENDOR in accordance with the terms of this contract. If the CITY terminates this agreement, VENDOR shall not be entitled to lost or anticipated profits.

31. TERMINATION FOR DEFAULT: If VENDOR defaults on this agreement, the CITY reserves the right to enforce the performance of the resulting contract in any manner either prescribed by law or deemed to be in the best interest of the CITY. The CITY reserves the right to terminate the resulting contract immediately if the VENDOR fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with this contract and incorporated documents. A breach of contract or default by VENDOR authorizes the CITY to award the contract to another VENDOR, purchase elsewhere, and charge the full increase in cost and handling to the defaulting VENDOR.

32. PERFORMANCE OF WORK: VENDOR or VENDOR's associates and employees shall perform all the work called for in this contract. VENDOR agrees that all of VENDOR's associates and employees who work on this

project shall be competent and fully qualified to undertake the work described in this contract. VENDOR agrees that the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

33. OWNERSHIP OF DOCUMENTS: VENDOR acknowledges that the CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the VENDOR pursuant to the resulting contract or in connection with its work which are not otherwise public records. VENDOR acknowledges that the CITY shall have copyright privileges to those notes, reports, documents, processes, and information. VENDOR shall, upon written request, provide CITY a copy of all such notes, reports, documents, and information, except to the extent that they contain confidential information about third parties.

34. PRICE REDETERMINATION: Price redetermination shall only be considered by the CITY forty-five (45) days prior to the anniversary date of the initial contract award and subsequent renewals. Price redetermination requests must be substantiated in writing. The City of Grand Prairie reserves the right to reject the request when it is deemed to be in the best interest of the CITY.

35. DRUG FREE WORKPLACE: VENDOR agrees that during the contract period VENDOR and any of VENDOR's associates and employees shall comply with the CITY'S drug free workplace policy.

36. INSPECTION: All goods and services will be subject to inspection and testing by the CITY prior to acceptance. Goods rejected and goods supplied in quantities greater than ordered may be returned to the VENDOR at its expense. If, at any time, goods or services, including applicable drawings and specifications, are found by the CITY to either be defective in material or workmanship or not in conformity with the requirements of this specification, then the CITY may pursue one or more of the following remedies: (a) Reject and return such goods at VENDOR's expense; (b) Require VENDOR to inspect the goods and remove any nonconforming goods; (c) Replace any nonconforming goods or services with conforming goods or services; or (d) Pursue any rights

and remedies available to the CITY by contract or by law or equity.

37. PACKAGING: All goods must be packaged as specified by the CITY, and they shall be shipped by the route and carrier designated by the CITY. If the CITY does not specify how the goods must be packaged, VENDOR shall package the goods in a way to avoid any damage in transit. If the CITY does not specify the manner of shipment, route, or carrier, VENDOR shall ship the goods at the lowest possible transportation rates, consistent with VENDOR's obligation to meet the delivery schedule set forth in this specification.

38. AUDIT: The CITY reserves the right to audit the records and performance of Vendor during the contract and for three years thereafter.

39. INSURANCE: Prior to the commencement of work under this contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this contract any insurance required by law and any additional insurance that may be required pursuant to the specification. Performance under the contract will not start until this obligation has been met. Carrier must be authorized to do business in Texas rated "A" or better in the current Best Key Rating Guide. All policies shall be of the "occurrence type" and the City of Grand Prairie shall be listed as an additional insured (to the extent Vendor/CITY are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the City of Grand Prairie "shall be included" on all types of coverages.

TYPE AMOUNT

<u>Insurance Type</u>	<u>Limit</u>
Commercial General Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Worker's Compensation/ Employer's Liability	Statutory \$1,000,000

40. HB 1295 FORM: At time of contract execution VENDOR must provide a signed Form 1295 received

directly from the Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

41. CONTRACT EXECUTION AND START DATE: The awarded VENDOR will have ten (10) calendar days after receiving the notice of award to return the executed contract, certificate of insurance, Form 1295, and VENDOR setup packet (when applicable). If VENDOR fails to return the required documents by the indicated deadline, the CITY reserves the right to immediately terminate the contract, place the VENDOR on the CITY's debarred vendor list, and award the contract to another VENDOR. After documentation is received by the CITY, either a notice to proceed or a purchase order will be issued. VENDOR will have up to five (5) calendar days to begin performance under this contract, unless otherwise agreed in writing between the CITY and VENDOR.

42. STORMWATER REQUIREMENTS: Where applicable, VENDOR shall implement Best Management Practices (BMPs) and good housekeeping measures to prevent stormwater pollution as required by the current City of Grand Prairie Stormwater Discharges Ordinance (Article XXIII, Section 13).

43. LOCAL PREFERENCE: Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids when the bid evaluation is setup to award to the lowest responsible Vendor, to enter into a contract for certain purchases with a Vendor whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local Vendor would provide the best combination price and other economic benefits to the municipality. Application for Local Vendor Preference must be submitted with bid to be considered by the City of Grand Prairie. If your principal place of business is within the Grand Prairie CITY limits and you want to apply for local preference consideration, then you must provide a tax certificate for the most current year marked PAID, included with your Application for Local Vendor Preference.

SUBMITTAL FORMS

SUBMITTAL CHECK LIST – Company Name _____

Interested parties MUST submit the following items for consideration by either of the following delivery methods:

- Online through www.planetbids.com
contact support@planetbids.com for assistance in responding via the website.

Or

- One (1) hard copy, and one (1) electronic copy (flash drive) delivered to the Purchasing Division:
City Hall
300 W. Main Street
Grand Prairie, TX 75050

The submission should be in the order stated below.

Item		Check List
1	Proposal Submittal Check List	<input type="checkbox"/>
2	Bid Pricing	<input type="checkbox"/>
3	Questionnaire and References	<input type="checkbox"/>
4	Submittal Affirmation Form	<input type="checkbox"/>
5	Historically Underutilized Business Questionnaire & House Bill 89 Verification Form	<input type="checkbox"/>
6	Optional – Local Preference Consideration Application	<input type="checkbox"/>

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

Authorized Signature

Title

Print/Type Name

Date

BID PRICING

	DESCRIPTION	COST
1	Start-up and implementation costs.	
2	Annual ongoing maintenance and support costs.	
3	Other Costs (Please Describe):	
TOTAL		

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

Authorized Signature

Title

Print/Type Name

Date

QUESTIONNAIRE

All questions should be answered clearly and completely. Marketing materials WILL NOT be accepted in lieu of this questionnaire. This questionnaire will assist the city in understanding your submittal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your submittal.

General Contact Information				
Respondent Name:	Title:			
Company Name:				
Company Address:				
City:	State:	ZIP Code:		
Telephone Number	Fax Number:			
Email Address:	Federal Tax ID:			

Provide at Least 3 References, including contact name, agency name, title, phone number and/or email of those you have provided similar services in the past three years. This information will be used in the evaluation of your submittal.

Project Reference #1				
Reference Name:	Title:			
Reference Organization:				
Project Title:				
Email Address:	Telephone Number:			
Project Reference #2				
Reference Name:	Title:			
Reference Organization:				
Project Title:				
Email Address:	Telephone Number:			
Project Reference #3				
Reference Name:	Title:			
Reference Organization:				
Project Title:				
Email Address:	Telephone Number:			

Experience:

1. How many years has your firm been involved in providing these services?

_____ Years _____ Months

2. Please list all government entities your firm has worked with in the past 3 years:

- | | |
|-----------|------------|
| 1.) _____ | 6.) _____ |
| 2.) _____ | 7.) _____ |
| 3.) _____ | 8.) _____ |
| 4.) _____ | 9.) _____ |
| 5.) _____ | 10.) _____ |

Reputation:

3. Has your firm failed to complete a ☐ YES ☐ NO

If so, please identify the project and date:

4. Do you have any litigation issues pending in the last three years? ☐ YES ☐ NO

If yes, please explain:

5. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization ☐ YES ☐ NO

If yes, please explain:

SUBMITTAL AFFIRMATION FORM

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who reside in Texas and actively participate in the control, operations, and management of the entity's affairs.

☐ American Indian ☐ Asian ☐ Black ☐ Hispanic ☐ Woman-Owned

Certification Status: Is the firm certified as a HUB, Minority, Woman or Disadvantaged Business Enterprise by a government or business development agency? ____ Yes ____ No

(If yes, please select specific agency)

☐ State of Texas Historically Underutilized Business (HUB)

☐ North Central Texas Regional Certification Agency (NCTRCA)

☐ Women's Business Enterprise National Council (WBENC)

☐ Texas SBA

☐ Other _____

If you answered in the affirmative, please include a copy of your certification as an attachment to your proposal.

ADDITIONAL VERIFICATIONS

Where applicable, VENDOR makes the following verifications: (a) VENDOR does not boycott Israel as that term is defined in Section 808.001 of the Texas Government Code; (b) In accordance with the terms defined in Section 2274.001 of the Texas Government Code, VENDOR does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not during the term of the contract discriminate against a firearm entity or firearm trade association; and (c) In accordance with the terms defined in Sections 809.001 and 2274.001 of the Texas Government Code, VENDOR does not boycott energy companies, and it will not boycott energy companies during the term of the contract.

By my signature I affirm the information provided in this submittal is accurate to the best of my knowledge.

Authorized Signature

Title

Print/Type Name

Date

LOCAL PREFERENCE CONSIDERATION APPLICATION

Optional for vendors whose business is located within Grand Prairie city limits.

The City Council requires the following information for consideration of location of a vendor's principal place of business in award of bid:

1. Location Eligibility:

Principal place of business is defined herein as any business which owns or leases a commercial building within the City limits and uses the building for actual business operations. Is company's principal place of business within the City Limits of Grand Prairie, Texas?

a. If yes, identify name of business/DBA, address, and business structure (sole proprietorship, partnership, corporation, or other).

i. Business Name:

ii. Address:

iii. Business Structure:

b. Name and city of residence of owner(s)/partners/corporate officers; as applicable.

i. Name/Title:

ii. City of Residence:

If more than 1 owner/partner/corporate officer exists, attach a separate sheet of paper with remaining person(s) information.

2. General Business Information:

a. Year business established (Grand Prairie location).

b. Most recent year property valuation; real and personal property. \$

c. Annual taxable sales originating/payable to Grand Prairie facility? \$

d. Is business current on all property and sales taxes at the time of this bid?

e. Total number of current employees assigned to Grand Prairie facility?

b. Total number of above employees who are residents of Grand Prairie?

3. Economic Development benefits that would result from award of this contract:

a. Number of jobs that will be created or retained at GP facility if awarded bid?

b. Amount of City of Grand Prairie sales tax collected and paid for prior tax year? \$

c. Amount of City of Grand Prairie ad valorem taxes paid for prior tax year? \$

d. Will local subcontractor(s) utilized if awarded this bid? If yes, attach a list of Company and value for each.

e. Other economic development benefit deemed pertinent by applicant. Attach separate sheet if necessary.

City Bid/Quote Number for which local preference is requested:

Certification of information:

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

Company Name

Signature

Date

Print Name

Tax certificate for the most current year marked PAID is attached