



CITY OF GRAND PRAIRIE, TEXAS

REQUEST FOR BIDS

RFB # 26060 – Wholesale Food and Supplies

DUE DATE: PRIOR TO 2:00 PM, JULY 16, 2026

DUE TO:

Attn:

Murphy Means, Buyer

Purchasing Division

300 W. Main Street

Grand Prairie, Texas 75050

<https://vendors.planetbids.com/portal/53284/portal-home>

CLEARLY MARK BID AS “RFB # 26060”

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.**

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

Sealed bids will be received at 300 W. Main Street, Grand Prairie, Texas, and via <https://vendors.planetbids.com/portal/53284/portal-home> until July 16, 2026, at 2:00 PM (Central Time). Bids will be opened publicly and acknowledged at that time for the purchase of the following:

26060– Wholesale Food and Supplies

Further information and specifications may be obtained at <https://vendors.planetbids.com/portal/53284/portal-home> or from the Purchasing Division at (972) 237-8269.

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 city's best interest.

Published: Ft. Worth Star-Telegram – June 21, 2026 and June 28, 2026.



City of Grand Prairie

Bid/Solicitation Information Form

Department of Management Services — Purchasing Division

PROJECT IDENTIFICATION

Sourcing Project (Bid) No.	26060
Bid / Solicitation Type	Invitation to Bid (ITB)
Title	Wholesale Food and Supplies
Description	<p>It is the intent of this specification to obtain an annual price agreement for the purchase and delivery of wholesale food, beverages, and kitchen supplies for the City of Grand Prairie Parks, Arts & Recreation Department. This agreement supports multiple facilities, including:</p> <ul style="list-style-type: none">• The Summit Active Adult Center• Ruthe Jackson Center <p>Products covered by this agreement include, but are not limited to: Fresh produce, frozen foods, frozen meats, grocery items, fresh meats, dairy, beverages, non-food disposables, small kitchen equipment, and supplies.</p>

BUYER CONTACT

Buyer's Name	Murphy Means
Buyer's Position	Buyer
Buyer's Phone #	(972) 237-8045
Buyer's Email	mmeans@gptx.org

KEY DATES & DEADLINES

Questions Due	Jul 8, 2026 at 4:00 PM
Responses Due	Jul 10, 2026 at 4:00 PM

BID / PROPOSAL DUE DATE & TIME

July 16, 2026 | 2:00 PM

PRE-BID CONFERENCE

Pre-Bid Conference	No
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BID NUMBER	26060
SOLICITATION TYPE	Invitation to Bid (ITB)
TITLE	Wholesale Food and Supplies

BID EVALUATION

The City will award contract(s) based on either of the two methods described below –

(a) 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;

OR

(b) Award will be based on responsive bids best value as outlined in the Evaluation Criteria schedule and in the Scope of Work contained in Attachment A (and additional attachments, if applicable).

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.

EVALUATION CRITERIA & SCORING

Buyer: Murphy Means

Bid Due: July 16, 2026 2:00 PM

#	Criterion	Evaluation Factors / Description	Max Points
1	Pricing	Category discount pricing	30
2	Pricing	Market basket pricing	35
3	Qualifications	Vendor qualifications	5
4	Experience	Experience with the City of Grand Prairie or other municipalities	10
5	Charges	Minimum order charges	5
6	Value	Best value to the city	15
SUBTOTAL			100
+	ACCESS-GP Determination	<i>Variable — added to subtotal</i>	—
TOTAL			100



City of Grand Prairie

Procurement Schedule

Department of Management Services — Purchasing Division

BID NUMBER	26060
SOLICITATION TYPE	Invitation to Bid (ITB)
TITLE	Wholesale Food and Supplies

Activity	Date
1st Advertisement	Sunday, June 21, 2026
Release Bid (online & via email)	Monday, June 22, 2026
Pre-Bid Meeting (if applicable)	Thursday, July 2, 2026
Pre-Bid Meeting (if applicable) (2nd)	Tuesday, July 7, 2026
Deadline for Questions	Wednesday, July 8, 2026
Responses to Questions	Friday, July 10, 2026
Date for Bids to Open	Thursday, July 16, 2026



GENERAL CONDITIONS OF THIS SOLICITATION

1. OVERVIEW

It is the intent of the City of Grand Prairie, Texas to award to one or more suppliers through a competitive proposal process for the Goods and/or Services contained in the Bid/Solicitation Form. Please refer to the document Bid/Solicitation Information Form in the City's E-procurement Sourcing portal for more information.

See Attachment A located in the back of this solicitation for more complete information on the goods/services being requested within the Requested Scope of Work. If applicable, there is Attachment B pertaining to the City's recently created Small Business Enterprise (SBE) program. If present, additional attachments will contain supplemental information relating to the plans, specifications, and/or desired outcome from this request. It is incumbent on the proposers to be familiar with the requests and requirements contained in each attachment.

1. PAYMENT AND INVOICING

- a. **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.
- b. **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:
 - i. Purchase Order number
 - ii. Invoice number
 - iii. Contract rates
 - iv. Quantity ordered.
 - v. Total amount due

2. PROCUREMENT SCHEDULE

The projected schedule for this procurement is shown in a separate document in the attachment section of this procurement. Please refer to the attached document titled ***Procurement Schedule Form*** for the official procurement schedule.

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.**

3. CONTACT, FOLLOW-UP QUESTIONS OR INFORMATION REQUESTS

Information, questions, or clarification concerning the intent of this bid offering or solicitation should be in writing and addressed to the Buyer (contact) for this procurement as shown on the Bid/Solicitation Information Form. Please be aware of the Deadline for Questions outlined in the Procurement Schedule Form as well as the Procurement Information document. City of Grand Prairie's response to questions and requests for clarification will be posted to the City's E-procurement Sourcing portal by the date shown on the Procurement Schedule Form and the Bid/Solicitation Information Form.

4. BID EVALUATION

The City will award contract(s) based the evaluation process listed in the Evaluation Criteria Form in this solicitation document.

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.

5. SUBMITTAL RESPONSE GUIDELINES

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

- a. Submittal Checklist and Affirmation form reviewed and signed.
- b. Bid Pricing Form filled in with unit prices, extended prices, and total.
- c. Questionnaire and References. References provided should be for similar work/projects with up-to-date contact information (phone and email).
- d. Historically Underutilized Business Questionnaire and Additional Verifications Form.
- e. Right to Do Business in Texas (Franchise Tax Acknowledgement)
- f. Conflict of Interest Questionnaire
- g. ACCESS-GP documentation for Small Business Enterprise program.
- h. Contract Changes Grid.
- i. Optional – Local Preference Consideration Application.
- j.

6. INTERVIEWS

Submissions will be taken and reviewed immediately upon receipt. It is anticipated a short list of up to three (3) Offerors may be interviewed, but the City reserves the right to not conduct any



interviews and to base the selection strictly on the submissions submitted or to eliminate any Offeror from the selection as late as the day prior to any potential interview if the City determines the submission is insufficiently responsive to merit further consideration. The City has the discretion to increase the number of Offerors to invite for interviews but no obligation to increase the number exists.

Interviews, if conducted, will be 45 minutes, with 30 minutes for a presentation by the Offeror and remaining time for questions and discussion. The Project Manager and/or Team should attend a minimum. The chemistry and comfort of the team is vital to the selection. The focus on the interview should be specific to this project and the City's concerns, including capabilities of the firm, performance ability, and project approach.

7. 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 two (2) additional one-year periods. Further, there exists the possibility of up to two (2) additional one-year periods should there not be a price increase during the first three (3) year contract period. Any variation in the length of contract terms different from the above must be approved by the City Attorney's Office prior to contract placement on City Council agenda for approval consideration.

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. The annual estimated dollar value of this contract determined by the contracting department's annual budget for such line item(s). Annual estimated quantities are not known and vary from year to year.

OR

The term of the agreement will be for a one-time purchase. The contract 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.

8. FRANCHISE TAX VERIFICATION

Upon receipt of all responses, the Purchasing Division staff will search the vendor's franchise tax account status using the online [Certificates of Account Status Directory](#) located on the Texas Comptroller of Public Accounts (CPA) website. Not all vendors are required to pay franchise tax. The Texas franchise tax is a privilege tax imposed on each



taxable entity formed or organized in Texas or doing business in Texas. The Comptroller of Public Accounts (CPA) is required by law to forfeit a company's right to transact business in Texas if the company has not filed a franchise tax report or paid a franchise tax required under Chapter 171 of the Tax Code. If the corporate privileges are forfeited, the entity will be denied the right to sue or defend itself in a Texas court and each director or officer will be liable for the debt of the entity.

Respondents are requested to submit documentation showing good standing with the Texas Comptroller's Office.

You can search for your franchise tax account status report at <https://mycpa.cpa.state.tx.us/coa/search.do>.

9. ACCESS-GP (Small Business Program)

On April 7, 2026, the Grand Prairie City Council passed and approved, by Ordinance, the ACCESS-GP (Advancing Contracts, Community Engagement, and Supplier Success in Grand Prairie) Small Business Enterprise (SBE) Program ("ACCESS-GP"). ACCESS-GP is the City of Grand Prairie's structured approach to increasing small business participation in municipal contracting across goods, services, and certain construction contracts.

Aspirational Goal. In order to achieve the SBE Program purpose, the City sets the following aspirational goals for contracts valued above \$100,000 at 30% for each year of the program. A Certified Small Business Enterprise within the City of Grand Prairie shall receive ten (10) points towards the bid evaluation or best value scoring for an applicable City procurement.

A Certified Small Business Enterprise within the Geographic Market Area shall receive five (5) points towards the bid evaluation or best value scoring for an applicable City procurement. For the ACCESS-GP program, a supplier must maintain a place of business in the City's Geographic Market Area (GMA), which consists of Collin, Dallas, Denton, Ellis, Hood, Johnson, Kaufman, Parker, Rockwall, Tarrant, and Wise counties.

For contracts between \$10,000 and \$100,000, the following preferences shall apply:

Local Preference. A Certified Small Business Enterprise with its principal place of business within the city limits of Grand Prairie, that submits a bid or quote for City procurement for a contract for goods or services under this section, shall be evaluated at a five percent (5%) reduction in the total contract value as though its bid price was 5% less than the amount bid.

Market Area Preference. A Certified Small Business Enterprise with its principal place of business within the Geographic Market Area, but not within the city limits of Grand Prairie, that submits a bid or quote for City procurement for a contract for goods or



services under this section, shall be evaluated at a three percent (3%) reduction in the total contract value as though its bid price were 3% less than the amount bid.

The contract will be awarded to the lowest responsible bidder or business that provides the best value for the City after the respective price adjustments. The reductions set forth above are solely for the purpose of evaluating bid pricing under this section. The awarded contract will be in the amount bid and not based on any reduction used for evaluation purposes.

10. EXCLUSION OF BROKERS ON BIDDING OPPORTUNITIES INVOLVING COMMODITIES

A proposer/bidder must perform a commercially useful function on that contract. To determine whether a proposer/bidder is performing a commercially useful function, the Purchasing Manager, or his/her designee, will look at any relevant factors, including those listed in this section. A reseller or manufacturer's representative will not be considered a broker for the City's bidding opportunities. The following factors must be considered in making this determination:

- a. A bidder/proposer performs a commercially useful function when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, a proposer/bidder must also be responsible with respect to materials and supplies used on the contract, negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a proposer/bidder is performing a commercially useful function, the following factors may be considered:
 - i. The amount of work subcontracted;
 - ii. That the work conforms to industry standards and practices;
 - iii. That the amount a proposer/bidder is to be paid under the contract is commensurate with the work it is actually performing
- b. A proposer/bidder does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation. In determining whether a proposer/bidder is such an extra participant, the Purchasing Manager, or his/her designee, will examine similar transactions, including those where the bidder/proposer does not participate. This exclusion applies to bid opportunities for commodities or for services and commodities to be procured.



TERMS AND CONDITIONS FOR SOLICITATIONS

- 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 twenty (20) business days prior to the CITY Council meeting at which the award is scheduled to appear 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 is included in this solicitation document.
- 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 contractor during the contract and for four years thereafter.
- 39) **INSURANCE:** Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, comprehensive liability insurance policies with companies licensed to do business in the State of Texas and rated not less than "A X" in the current AM Best Financial Rating Guide. If this Contract includes Professional Services, VENDOR shall also obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract a professional liability (errors and omissions) insurance policy. If this Contract involves the purchase, installation or maintenance of software, VENDOR shall also obtain and shall continue to maintain at no cost to CITY, in full force and effect during the term of this Contract, crime insurance and cyber liability policies. If this Contract involves above-ground construction or substantial renovation, VENDOR shall also obtain and shall continue to maintain a builder's risk policy in full force and effect until final acceptance of the work by CITY. Unless modified in accordance with any CITY ordinance or directive, VENDOR shall, at minimum, maintain the following coverages:

Insurance Type	Limit
General Liability and Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Aggregate



Automobile Liability	\$1,000,000 Combined Single Limit
Workers' Compensation/ Employers Liability	WC - Statutory EL - \$1,000,000
Professional Liability (if applicable)	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Crime Coverage (if applicable)	\$1,000,000 Each Occurrence
Cyber Liability (if applicable)	\$1,000,000 Each Occurrence
Builder's Risk (if applicable)	100% value of the Project

- a. The general liability and automobile liability policies obtained by VENDOR shall be primary and noncontributory and include CITY as an additional insured. A provision shall be incorporated into the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage, non-renewal, or of cancellation of such policies, and VENDOR shall provide CITY with a copy of any such notice of material change in coverage, non-renewal, or cancellation within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this Contract.. VENDOR shall provide a waiver of subrogation in favor of the City on all coverages except professional liability. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract

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 bidder, to enter into a contract for certain purchases with a bidder 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 bidder would provide the best combination price and other economic benefits to the municipality. Application for Local Bidder 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 Bidder Preference.



SUBMITTAL FORMS

REQUIRED

SUBMITTAL CHECKLIST – Company Name _____

Bid Number: _____

The documents listed below and in the order stated are required for a submission to be accepted as responsive.

Item		Check List
1	Bid Submittal Check List	
2	Bid Pricing (submit completed Excel file – Bidder Price/Quote sheet.xlsm)	
3	Questionnaire and References	
4	Submittal Affirmation Form	
5	Historically Underutilized Business Questionnaire & Additional Verifications Form	
6	Contract Changes Grid	
7	Right To Do Business In Texas (Franchise Tax Acknowledgement)	
8	Conflict of Interest Questionnaire	
9	Optional – New Vendor Information forms & IRS Form W-9	
10	Optional – Local Presence Consideration Application	
11	ACCESS-GP form(s) provided in Attachment B (if applicable)	

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

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

- Online through the City's electronic procurement portal;

OR

- One (1) hard copy, or one (1) electronic copy (USB flash drive) delivered to:

City Hall, Purchasing Division
300 W. Main Street
Grand Prairie, TX 75050

(Include the bid name and number outside of the package.)

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.**



SUBMITTAL AFFIRMATION FORM

REQUIRED

Bid Number: _____ Company Name: _____

FORM AND ADDENDA ACKNOWLEDGEMENT

This will acknowledge your submittal contains all items and receipt of the following addenda which are part of the Solicitation Documents:

_____ **All items identified in Submittal Checklist have been submitted.**

_____ Addendum No. ____, ____, ____, ____, _____

INTERLOCAL PURCHASING

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply

Yes _____ No _____

OTHER CONDITIONS

The undersigned agrees to the following:

- A. **Agrees that the submittal is complete, and all required information/forms were submitted.**
 - B. Agrees that the bid package was fully reviewed and fully understands the requirements.
 - C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.
 - D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.
 - E. Will supply all required insurance and execute contract within the time stated on the notice of award.
 - F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.
-



SUBMITTAL CERTIFICATION

By my signature I affirm that I am duly authorized to execute this proposal as an offer to contract and in compliance with this solicitation, the undersigned firm having examined the specifications, and being familiar with the conditions to be met, hereby submits a proposal for consideration of being selected as the City's provider for said services; and agrees to enter negotiations if selected as a finalist for said services.

Authorized Signature

Title



HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE REQUIRED

Bid Number: _____ Company Name: _____

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: certified as a VetHUB, Minority, Woman or Disadvantaged Business Enterprise by a government or business development agency? ____ Yes ____ No

(If yes, please select specific agency)

____ State of Texas Veteran Heroes United in Business (VetHUB)

____ North Central Texas Regional Certification Agency (NCTRCA)

____ Women's Business Council – Southwest (WBCS)

____ Dallas / Fort Worth Business Council (DFW BC)

____ Other _____

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



ADDITIONAL VERIFICATIONS

REQUIRED

Bid Number: _____ Company Name: _____

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**



RIGHT TO DO BUSINESS IN TEXAS

(Franchise Tax Acknowledgement)

REQUIRED

Bid Number: _____ Company Name: _____

As required by 2252.903, Texas Government Code, respondent's official certifies and acknowledges that its Texas franchise tax payments are current, or that it is exempt from, or not subject to, such tax. If claiming an exemption or not subject to franchise tax, an explanation must be provided.

☐ Acknowledged

☐ Explanation attached

(Required: Check only one)

Authorized Signature

Title

Print/Type Name

Date

INCLUDE IN YOUR EXPLANATION (if applicable) THE CONTACT INFORMATION OF CERTIFYING OFFICIAL'S NAME, TITLE, PHONE NUMBER AND E-MAIL ADDRESS.

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. Do not include any current employee of the City of Grand Prairie as a reference. Former Employees of the City of Grand Prairie must be at least 12 months removed from employment with the City.

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:



BID PRICING / QUOTATION

Please use the Excel file "Bidder Quote Sheet" for pricing and/or quotation on this bidding solicitation. Be sure you attach/submit the completed file with your response.

Scenarios - There may be multiple worksheet tabs (for price scenarios) required to be completed and submitted. Please be certain you have completed all worksheets.

Failure to complete and submit both worksheet tabs will be considered a non-responsive submittal.

Authorized Signature

Title

Print/Type Name

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed 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.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

LOCAL PRESENCE 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) be 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 presence 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



City of Grand Prairie Vendor Packet Cover Sheet

Department of Management Services – Purchasing Division

All required forms must be completed, signed, and submitted by an individual authorized to act on behalf of the business before initial payment to new vendors or updates to existing vendors' profiles can be made.

All completed forms should be signed and emailed to vendors@gptx.org. If any of the required forms are missing or incomplete, the packet will be returned.

Please complete the checklist below to indicate that all necessary forms have been submitted with this packet.

Required Forms

- ☐ Vendor Information Form
 - ☐ Additional Verifications Form
 - ☐ Form W-9 (Revised March 2024)
-

Questions? Contact us using the information below.

City of Grand Prairie
Department of Management Services – Purchasing Division
300 W. Main St.
Grand Prairie, Texas 75050

Email: vendors@gptx.org
Phone: 972-237-8269



City of Grand Prairie Vendor Information Form

Department of Management Services - Purchasing Division

New Vendors: This form must be completed accurately, signed by an individual authorized to act on behalf of the business, and submitted before initial payment can be made.

Existing Vendors: A change in the business name, Federal Tax ID number (EIN), or tax status requires an updated Vendor Information Form and completed IRS Form W-9. These forms must be completed and provided to the City to ensure proper payment receipt. Inactivity for more than three years will require a new form to reactivate the vendor's profile.

Steps 1, 2, and 3, must be completed. Step 4 is optional.

Email all completed forms to:
City of Grand Prairie's Purchasing Division
vendors@gptx.org

Step 1: Vendor Profile

☐ New Vendor

☐ Vendor Number: (Existing vendor) _____

Vendor's Name (As it will appear on the check): _____

Vendor's Legal Name (Must match W9 & EIN): _____

Legal Address: _____

City: _____ State / ZIP Code: _____ / _____

Remittance Address: _____

City: _____ State / ZIP Code: _____ / _____

Business Phone # _____ Website: _____

A current W9 must be provided. Please ensure that it is signed, dated, and has a valid Social Security Number or Federal Tax ID Number.



City of Grand Prairie
Vendor Information Form
Department of Management Services - Purchasing Division

Step 2: Type of Goods or Services

Select **one** category that best describes the goods/services the business provides. The vendor business categories below mirror the National Institute of Governmental Procurement (NIGP) general business categories used by the Texas Comptroller. Additional information about the NIGP business categories can be found at <https://comptroller.texas.gov/purchasing/vendor/registration/search-tips.php>.

- ☐ 01 - Heavy Construction other than Building Construction
- ☐ 02 - Building Construction, including General Contractors and Operative Builders
- ☐ 03 - Special Trade Construction
- ☐ 04 - Financial and Accounting Services
- ☐ 05 - Architectural/Engineering and Surveying Services
- ☐ 06 - Other Professional or Personal Services including Legal Services
- ☐ 07 - Commodities Wholesaler/Reseller (Goods)
- ☐ 08 - Commodities Manufacturer (Goods)
- ☐ 09 - Medical Services

Step 3: Vendor Contact Information

Contact Name (Person completing the form): _____

Position/Title: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

Contact Name (Accounts Payable Inquiries): _____

Phone: _____ Email: _____



**City of Grand Prairie
Vendor Information Form**

Department of Management Services - Purchasing Division

Step 4: Diversity Information (Optional)

A) The City of Grand Prairie is interested in increasing its procurement spend with diverse business owners. To help us track our diversity initiative, please check all that apply.

The business is at least 51% owned and operated by a diverse vendor (self-identified).

- | | |
|---|---|
| <input type="checkbox"/> Woman | <input type="checkbox"/> Black / African American |
| <input type="checkbox"/> Hispanic / Latino | <input type="checkbox"/> Asian / Pacific Islander |
| <input type="checkbox"/> Native American / Alaskan Native | |

B) Complete this section if you are a certified business. Certified businesses have completed a validation process by a certifying agency to confirm the business' status based on the specified criteria of the diversity program.

If you are a certified business, please mark all that apply and provide your certification ID number(s).

Type of Certification	Certification ID Number
<input type="checkbox"/> Historically Underutilized Business (HUB)	_____
<input type="checkbox"/> Minority Owned Business Enterprise (MBE)	_____
<input type="checkbox"/> Women Owned Business Enterprise (WBE)	_____
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	_____

C) If you marked any of the certification boxes above, list the certification agency that certified the business.

- ☐ NCTRCA (North Central Texas Regional Certification Agency)
- ☐ Texas Comptroller Historically Underutilized Business (HUB) Program
- ☐ TxDOT (Texas Department of Transportation) or Unified Certification Program
- ☐ DFW MSDC (Dallas Fort Worth Minority Supplier Development Council)
- ☐ WBCS (Women's Business Council - Southwest)

Purchasing Division Use Only

Form Submitted By: _____ Date: _____

Department: _____ Extension: _____



City of Grand Prairie Additional Verifications Form

Department of Management Services – Purchasing Division

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.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of the referenced Texas Government Code sections above.

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

Questions? Contact us using the information below.

City of Grand Prairie
Department of Management Services – Purchasing Division
300 W. Main St.
Grand Prairie, Texas 75050

Email: vendors@gptx.org
Phone: 972-237-8269

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



CONTRACT CHANGES GRID

The Contractor has the obligation to review all documents that make up the contract documents in their entirety and include any objections or requests for modifications to the Terms and Conditions, or any of the Contract Documents (*SAMPLE Contract included here for reference*), in the Contract Changes Grid included with the Notice to Bidders. No changes or modifications will be made to the contract documents unless such changes are set forth in the Contract Changes Grid, submitted to the City along with the Contractor's proposal, and agreed to by the City.

CONTRACT CHANGES GRID

Proposed Contractor/Bidder _____ ("Contractor" or "Bidder"), submits the following modifications to the City's Standard _____ ("Agreement") requesting changes to such provisions be accepted by the City and incorporated into the Agreement. Contractor understands and acknowledges that the City is under no obligation to accept the modification(s) proposed by Contractor; however, the City agrees to negotiate in good faith in consideration of Contractor's request, subject to legal requirements, City policies and advice of the City Attorney.

Section / Page	Term, Condition or Specification	Exception/Proposed Modification	Disposition (For City of Grand Prairie Use Only)
			City Response: ____Accepted ____Not Accepted ____Modified
			City Response: ____Accepted ____Not Accepted ____Modified
			City Response: ____Accepted ____Not Accepted ____Modified



Section / Page	Term, Condition or Specification	Exception/Proposed Modification	Disposition (For City of Grand Prairie Use Only)
			City Response: ____Accepted ____Not Accepted ____Modified
			City Response: ____Accepted ____Not Accepted ____Modified
			City Response: ____Accepted ____Not Accepted ____Modified



CITY OF GRAND PRAIRIE CONTRACT FOR GOODS AND/OR SERVICES – PER BID AWARD OR RESPONSE TO SOLICITATION

THIS CONTRACT FOR GOODS AND/OR SERVICES (“Contract”) is made and entered into as of the last date signed by both Parties by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the “CITY”), and **VENDOR NAME** (hereinafter referred to as “VENDOR”). CITY and VENDOR shall each be referred to individually herein as a “Party” and shall collectively be referred to as the “Parties.”

I. PURPOSE

VENDOR shall provide INPUT DESCRIPTION OF GOODS OR SERVICES per VENDOR’S response to CITY’s Notice of Bid # (INPUT NUMBER) submitted by (INPUT Name of Person Submitting the Bid or Response), on (INPUT SUBMISSION DATE).

II. DESCRIPTION OF SERVICES

The goods or services which VENDOR shall provide for the CITY shall include the following:

- A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY’s Department Director/ Manager or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.
- B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDOR’S bid or response to the CITY (attached hereto as “Exhibit A”); said document being part of this Contract and incorporated in its entirety herein. The Parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that the quantity of goods or services to be furnished to the City is an estimate and that the City may order more or less depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of the Contract.
- C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. PERFORMANCE OF WORK

VENDOR or VENDOR’S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR’S associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and 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 Contract.

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed \$(INPUT INITIAL TERM PRICE) ("Initial Term Contract Price") for those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of goods or services designated herein. The total sum to be paid to VENDOR if all renewals set forth in Section V herein are exercised shall not exceed (INPUT TOTAL). In no event shall additional payments exceed the Initial Term Contract Price or Total Contract Price, as applicable, by 25% or by \$50,000, whichever is greater, without additional approval from the Grand Prairie City Council or an additional solicitation process as required by law. The invoice must be delivered to the attention of the department placing the order. Payments will be made as work is completed and certification by the CITY that the work is performed in a good and workmanlike manner within thirty (30) days of certification or receipt of invoice, whichever is later. Payment will be made by means of a City-issued check, an ACH, or with a City-issued Procurement Card.

V. TERM OF THE CONTRACT (select the Term that applies)

_____ Contract for **single term** - This Contract is for a Term of (INPUT TERM LENGTH). This Contract is effective as of the last day of execution hereto by the Parties (the "Effective Date") and shall terminate after midnight one-year thereafter on (INPUT TERMINATION DATE) unless otherwise extended or terminated as provided in Paragraph XVI herein.

_____ Contract for **initial term with renewal options** - This Contract is for an Initial Term of (INPUT DURATION) with the option to renew for (INPUT QUANTITY) additional (INPUT DURATION) periods. This Contract is effective as of the last date of execution hereto by the Parties (the "Effective Date"). No new orders shall be accepted, against this Contract term, after midnight on (INPUT TERMINATION DATE). This Contract shall terminate upon completion of all requirements for orders or services placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through an allowable renewal option, or unless otherwise terminated as provided in Section XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract, and the duties or obligations set forth herein, shall not be assigned, transferred or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any 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 covenants and 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 section which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

VIII. CHANGE IN WORK

The CITY, through its Department Director, Purchasing Manager, or their designee, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The Parties herein acknowledge that any change in the scope or focus of the work which results in an increase in compensation to VENDOR of the fee stated in Section IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL INFORMATION

Any reports, designs, plans, 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. VENDOR acknowledges that CITY is a government entity operating under the laws of the State of Texas and any documents or information held or maintained by the CITY, or that the CITY has a right of access to, is subject to disclosure under Chapter 552 of the Texas Government Code, the Texas Public Information Act ("Act"). Any information that is required to be disclosed by the Act, or any other law, regulation or court order, shall not be considered confidential information. If VENDOR deems any information subject to this Contract to be confidential or proprietary, VENDOR shall clearly mark such information as confidential or proprietary. In the event of a request for such information, CITY will work cooperatively with VENDOR to protect VENDOR's marked confidential or proprietary information in accordance with the Act; however, it is VENDOR'S responsibility to seek protection of its own information, including submission of a request to the appropriate authority pursuant to the Act.

X. OWNERSHIP OF DOCUMENTS

VENDOR acknowledges that CITY owns all notes, reports, or other documents intellectual property or documentation produced by the VENDOR pursuant to this Contract or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes and information, including the right to use, reproduce or distribute such notes, reports, documents, processes and information. VENDOR acknowledges that the finished product, the report and/or documents and plans prepared for the CITY, as well as City documents reviewed in the preparation of the report, are the property of the CITY. VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request. CITY agrees to protect such confidential information in accordance with Section IX herein, and as allowed by applicable law.

XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to insure, in connection with any work under this Contract, that VENDOR or VENDOR'S associates, sub-vendors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

XII. INDEPENDENT CONTRACTOR

By the execution of this Contract, the CITY and VENDOR do not change the independent contractor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR WARRANTS THAT THE SERVICES IT PERFORMS FOR CITY WILL BE DONE IN A GOOD AND WORKMANLIKE MANNER, AND THAT ANY ITEMS 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. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILFULL MISCONDUCT, IN NO EVENT SHALL CITY'S LIABILITY EXCEED THE AMOUNT OF FEES PAID BY THE CITY UNDER THIS CONTRACT FOR THE PREVIOUS TWELVE-MONTH PERIOD. IN THE EVENT THAT VENDOR IS FOUND LIABLE FOR DAMAGES TO THE CITY FOR ANY CLAIM BROUGHT IN RELATION TO THIS CONTRACT, AND VENDOR IS A LEGAL ENTITY THAT IS REQUIRED TO FILE OR PAY FRANCHISE TAX IN TEXAS, WHETHER FOREIGN OR DOMESTIC, AND SUCH ENTITY IS FOUND TO NOT BE IN GOOD STANDING WITH THE TEXAS COMPTROLLER AND/OR TEXAS SECRETARY OF STATE, VENDOR'S OFFICERS MAY BE INDIVIDUALLY LIABLE FOR 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 FOR ANY OF VENDOR'S ACTIVITIES OR ANY ACT OF COMMISSION OR OMISSION RELATED TO THIS CONTRACT OF ANY REPRESENTATIVE, AGENT, CUSTOMER, EMPLOYEE, SUB-PROFESSIONAL OR INVITEE OF VENDOR. IF AN ITEM IS COVERED BY A MANUFACTURER'S WARRANTY, IT IS THE RESPONSIBILITY OF THE VENDOR TO PROVIDE THE CITY WITH THE APPROPRIATE DOCUMENTATION OF SUCH WARRANTY AND ENSURE THE MANUFACTURER HONORS SUCH WARRANTY.

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain at no cost to CITY, in full force and effect during the term of this Contract, comprehensive liability insurance policies with companies licensed to do business in the State of Texas and rated not less than "A X" in the current AM Best Financial Rating Guide. Unless modified in accordance with any ordinance or directive, VENDOR shall, at minimum, maintain the following coverages:

Insurance Type	Limit
General Liability and Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Workers' Compensation/ Employers Liability	WC - Statutory EL - \$1,000,000

The general liability and automobile liability policies obtained by VENDOR shall be primary and noncontributory and include CITY as an additional insured. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and VENDOR shall provide CITY with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for CITY to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract.

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. 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 this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

If the Grand Prairie City Council does not appropriate funds sufficient to make any payment for a fiscal year after the CITY'S fiscal year in which the Contract becomes effective, the CITY shall have the right to terminate this Contract at the end of the fiscal year for which funds were appropriated, in accordance with Section 5, Article XI of the Texas Constitution. The City shall have the right to terminate this Contract at the end of any City fiscal year, without any penalty to the CITY. CITY shall provide VENDOR with as much advance written notice of such termination as is reasonably possible, but not less than thirty (30) days.

XVII. GOVERNING LAW AND VENUE

This Contract is made subject to the existing provisions of the Charter of the City Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and is made in accordance with and shall be governed by the laws of the state of Texas. This Contract shall be performable in Grand Prairie, Texas, and the Parties agree that if any State Court action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas. Venue for any Federal Court action shall be in the United States District Court for the Northern District of Texas, Dallas Division. The City of Grand Prairie is a home rule municipal corporation, and it is expressly understood that no sales tax is to be paid by CITY, and no services performed on such property owned by CITY can give rise to a lien claim.

XVIII. ADDITIONAL VERIFICATIONS

VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.01 and 2274.001, and it will not boycott energy companies during the term of the Contract.

XIX. NOTICES

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either Party is otherwise notified in writing by the other Party:

CITY:

City of Grand Prairie

ATTN: Purchasing Manager | Purchasing Division
300 W. Main Street, Grand Prairie, TX 75050
Phone 972-237-8269 | Email purchasing@gptx.org
Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie
ATTN: (DEPARTMENT CONTACT AND TITLE)
(ADDRESS)
(PHONE NUMBER) | (EMAIL ADDRESS)

With copy to the City Attorney (which shall not constitute notice herein):
City of Grand Prairie
ATTN: City Attorney's Office
300 W. Main Street, Grand Prairie, TX 75050

VENDOR:
(COMPANY NAME)
ATTN: (CONTACT AND TITLE)
(ADDRESS)
(PHONE NUMBER) | (EMAIL ADDRESS)

Any notice required or desired to be given to either Party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such Party at the address hereinafter specified. Either Party hereto may change such Party's address for notice to another address within the United States of America, but until written notice of such change is actually received by the other Party, the last address of such Party designated for notice shall remain such Party's address for notice.

XX. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

XXI. RIGHT OF REVIEW

VENDOR covenants and agrees that the CITY, upon reasonable advance notice to VENDOR, may review any of the work performed by VENDOR under this Contract. Further, CITY shall have the right to review any documents, whether hard copy or electronic, related to performance or payment for services or expenses incurred under this Contract in order to determine compliance herewith. VENDOR agrees to provide such access unless expressly prohibited from doing so by court order or other governmental order.

VENDOR shall maintain all records related to this Contract for four (4) years after the final date of payment under this Contract.

XXII. ATTORNEY'S FEES

VENDOR and CITY expressly covenant and agree that in the event of any claim, dispute, or litigation arising between the parties to this Contract, each Party shall be solely responsible for payment of its attorney's fees and expenses, and that in no event shall either Party be responsible for the other Party's attorney's fees or expenses regardless of the outcome of the litigation.

XXIII. NON-COLLUSION

VENDOR represents and warrants that VENDOR has not given, made, promised, or paid, nor offered to give, make, promise, or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the CITY under this Contract. VENDOR further agrees that VENDOR shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the CITY pursuant to this Contract) for any of the services performed by VENDOR under or related to this Contract. If any such gift, bonus, commission, money, or other consideration is received by or offered to VENDOR, VENDOR shall immediately report that fact to the CITY and, at the sole option of the CITY, the CITY may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to VENDOR under this Contract.

XXIV. FORCE MAJEURE

Neither Party shall be liable for failure to perform its obligations under this Contract and shall have the right to terminate this Contract if performance is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions or regulations; epidemics; pandemics; fires; strikes; lockouts; natural disasters; riots; material or labor restrictions; transportation restrictions; or other circumstances which are reasonably beyond the control of the Party.

XXV. ELECTRONIC SIGNATURE

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

XXVI. ENTIRE AGREEMENT

This Contract, including its Exhibits, and any documents referenced herein and incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or

written, and except as otherwise provided herein, this Contract may not be modified without prior written mutual consent of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Contract to be signed and delivered by their duly authorized officers, as of the last date written below.

CITY OF GRAND PRAIRIE, TEXAS

VENDOR NAME

By: _____
INPUT NAME, Deputy City Manager

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

ATTEST:

Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

Maleshia B. McGinnis, City Attorney

EXHIBIT A
CITY'S SPECIFICATIONS AND VENDOR'S BID RESPONSE
[TO BE ATTACHED]

SAMPLE

Attachment A

Scope of Work

1. WHOLESALE FOOD & SUPPLIES

- 1.1. Fresh Produce:** Includes but is not limited to: apples, asparagus, avocados, beets, cabbage, cantaloupe, carrots, grapes, lettuce, mushrooms, onions, peppers, salad mixes, squash, tomatoes, yams, and produce used for sandwiches and concession items.
- 1.2. Frozen Foods:** Includes but is not limited to: breads, green beans, desserts, catfish, chicken fried chicken, corn on the cob, mashed potatoes, shrimp, turkey breast, mixed vegetables, French fries, onion rings, and other concession-style sides.
- 1.3. Frozen Meats:** Includes but is not limited to: bacon, beef, franks, ham, meatballs, pork chops, pork loin, salami, sausage (all types), hamburger patties, chicken tenders, and whole chicken breasts.
- 1.4. Grocery:** Includes but is not limited to: canned goods, cereals, condiments, cheese, chips, coffee, dressings, gravy mixes, juice, sauces, spices, sugar and substitutes, tuna, vinegar, and sandwich-related items such as sliced meats and breads.
- 1.5. Fresh Meat:** Includes but is not limited to: beef (ground, patties, steaks, liver), chicken (breast, legs, wings, whole), turkey, and pork products.
- 1.6. Dairy:** Includes but is not limited to: buttermilk, gelato, ice cream, sour cream, whipping cream, yogurt, sliced cheeses, shredded cheeses, and dairy items used in sandwich and concession preparation.
- 1.7. Non-Food:** Includes but is not limited to: aprons, bags, bleach, cleaners, coffee filters, dinnerware, detergent, gloves, napkins, paper towels, scrubbers, soap, straws, toothpicks, plastic wrap, foil, and disposable containers.
- 1.8. Equipment/Supplies:** Includes but is not limited to: bowls, chafing fuel, knives, oven mitts, utensils, and smallwares required for food preparation and service.

2. ORDERING

- 2.1. Orders** will be placed by authorized City staff via phone or the Vendor's online ordering system. The Vendor's online ordering system must:
- 2.2. Display** awarded items at correct contract pricing

- 2.3. Allow ordering by facility**
- 2.4. Provide order history and invoice access**
- 2.5. Support procurement card transactions where applicable**

3. DELIVERY REQUIREMENTS

- 3.1 Deliveries shall be made between 8:00 a.m. and 12:00 p.m., Monday–Friday, unless otherwise approved.**
- 3.2 Hot-shot deliveries may be requested for special events or concession operations.**
- 3.3 All deliveries must be inside delivery to designated storage areas.**
- 3.4 Invoices must be submitted at time of delivery and must match the purchase order and contract pricing.**
- 3.5 Delivery Locations:**
 - **Ruthe Jackson Center – 3113 S. Carrier Pkwy**
 - **The Summit Active Adult Center – 2975 Esplanade**
 - **Additional concession outlet(s) as added during the contract term**
- 3.6 The City may add or remove delivery locations with written notice.**

4. INSPECTION OF FOOD AND SUPPLIES

- 4.1 All food deliveries must meet or exceed federal, state, and local food safety regulations.**
- 4.2 All orders will be inspected upon delivery. Items deemed damaged, spoiled, expired, or otherwise unacceptable will be refused. Vendor must replace or credit refused items within 48 hours.**

5 MINIMUM ORDER CHARGE

- 5.1 Minimum order charges are strongly discouraged. However, the city of Grand Prairie understands that the cost of processing small orders may cause a disadvantage to some bidders. Therefore, minimum order charges will be allowed but shall also be considered in evaluating the lowest and best bid. Bidder shall state minimum order charge, if applicable, in the space provided on the bid sheet.**

6 VENDOR QUALIFICATIONS

6.1 Vendor must have been engaged in wholesale food and supply distribution for at least five (5) of the last seven (7) 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 unaudited financial statement. When financial statements are requested, the City will review the vendor's audited or unaudited financial statement for 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 CURRENT EQUIPMENT/PRODUCT COMPATIBILITY (if applicable)

7.1 To describe products required by the City of Grand Prairie, a brand name or City-approved compatible specification shall be used. This is in no way meant to be restrictive. The City of Grand Prairie shall have the sole responsibility of determining approved compatibles. If you are submitting an equal or compatible product, you must submit the specification, and a sample if requested, by 12:00 p.m. Monday, April 13, 2020, to be approved prior to bid opening.

8 SAMPLES (if applicable)

8.1 The city may require samples of products being bid to be used to evaluate compliance with specifications. If a sample is requested, it shall be provided within 5 days of request by the City of Grand Prairie.

8.2 If a sample is requested and it does not meet specifications, there shall be no cost incurred by the City. If a sample is requested and it meets specification, the city will pay vendor according to the unit price bid for his product.

9 SUPPLIES NOT HEREIN LISTED

9.1 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 manufacturers' 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.

10 WARRANTY

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

11 ESTIMATED USAGE

11.1 Estimated one-year quantities are given. Estimated usage shall not constitute an order but only implies the probable quantity the city will use.

11.2 The City reserves the right to increase or decrease quantities with no increase in cost to the City.