

RFP 26-03

Grocery/Retail Merchandise/Meal Services/Catering

Issue Date: 9/1/2026

Response Deadline: 8/31/2999 12:00 AM (CT)

Contact Information

Contact: Brooke Alexander Director of Purchasing
Address: Purchasing
Susan J Simpson Education Center
Susan J Simpson Education Center
2602 South Belt Line Rd.
Grand Prairie, TX 75052
Phone: (972) 237-4022
Fax: (972) 237-5533
Email: brooke.alexander@gpisd.org

Event Information

Number:	RFP 26-03
Title:	Grocery/Retail Merchandise/Meal Services/Catering
Type:	RFP
Issue Date:	9/1/2026
Response Deadline:	8/31/2999 12:00 AM (CT)
Notes:	This is a non-expiring RFP. The deadline for submission is open indefinitely at the discretion of the district. This is a qualifying bid only. There are no specific or particular services to bid on. When your company successfully submits this RFP to GPISD your company will then be placed on our district vendor list. If your company responded to RFP 24-01, you do not need to submit this RFP. If any materials/services purchases require your vendor coming onto any of our district properties to demo., install, etc. a current COI will be required before a purchase order will be issued.

Billing Information

Contact: Accounts Payable
Address: Business Operations
Susan J Simpson Education Center
2602 South Belt Line Rd.
Grand Prairie, TX 75052
Phone: 1 (972) 237-5519
Email: accounts.payable@gpisd.org

Bid Attachments

Form CIQ (Conflict of Interest Questionnaire).pdf — Download
Conflict of Interest Questionnaire - Form CIQ

Certificate_of_Insurance_Program_-_Vendors.xlsx — Download
Insurance Requirement Guidelines

HB1295 Instructions and Sample Form.pdf — Download
HB1295 Instructions and Sample Form

GPISD ACH Setup Request Form.pdf — Download
GPISD ACH Setup Request Form

Bid Attributes

1	**MUST ATTACH** Make sure to upload ALL required documents and forms to the "Response Attachments" tab. There are four (4) attachments to this RFP. It is the Proposers responsibility to review all the attachments.

2	**Attributes** There are 66 Attributes (including this one) associated with this RFP. Some are notes and do not require a response, BUT MOST REQUIRE A RESPONSE. Any question that "REQUIRES" an answer and does not pertain to your company, please enter N/A (not applicable). ***Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes.***
3	**Electronic Bidding** Although we are legally required to accept paper bid submissions, we strongly encourage Proposers to submit this bid electronically. Electronic bidding will eliminate errors, unnecessary work, and reduce paper. When filing this bid electronically, please do not send us a paper copy as the electronic version will prevail. If you must submit a paper bid, it must be in a sealed envelope and you must write the bid name, bid number, and your company name on the outer envelope. ☐ Acknowledge *(Required: Check if applicable)*
4	**SECTION 1** **DISTRICT REQUIREMENTS**
5	**EPCNT Interlocal Agreement** The Grand Prairie ISD participates in the Educational Purchasing Cooperative of North Texas (EPCNT) There are several governmental entities which utilize this organization for potential purchases. A complete list may be viewed at EPCNT - Educational Purchasing Cooperative of North Texas Governmental entities utilizing Internal Governmental contracts with the EPCNT will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Grand Prairie ISD will be billed directly to that governmental entity and paid by that governmental entity. Grand Prairie ISD will not be responsible for another governmental entity's debts. Each governmental entity will order material/service as needed and issue the appropriate purchasing documents/contracts. You will need to agree or disagree to this request. ☐ Agree ☐ Disagree *(Required: Check only one)*

6	**CTPA Interlocal Agreement** The Grand Prairie ISD participates in the Central Texas Purchasing Alliance (CTPA) There are several governmental entities which utilize this organization for potential purchases. A complete list may be viewed at https://www.txctpa.org/contact-the-ctpa Governmental entities utilizing Internal Governmental contracts with the CTPA will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Grand Prairie ISD will be billed directly to that governmental entity and paid by that governmental entity. Grand Prairie ISD will not be responsible for another governmental entity's debts. Each governmental entity will order material/service as needed and issue the appropriate purchasing documents/contracts. You will need to agree or disagree to this request. ☐ Agree ☐ Disagree *(Required: Check only one)*
7	**Owner's Rights** Grand Prairie ISD (Owner) reserves the right to waive irregularities and to reject any or all RFP submissions. The Grand Prairie ISD reserves the right to separate or eliminate any item it deems necessary to accommodate budgetary and/or operational requirements. The Grand Prairie ISD also reserves the right to reject any or all proposals or parts of the proposals, and waive all formalities, and to award this RFP in the best interest of the Grand Prairie ISD. The Grand Prairie ISD also reserves the right to award to other than the lowest proposer under statutory mandate 2267.055 Government Code. I acknowledge that I have read this attribute. >>>>This is your electronic signature. ☐ I Acknowledge *(Required: Check if applicable)*
8	**Contracts or Agreements** Contracts may only be signed by the Board of Trustees, Superintendent, or a district authorized signer. Any contracts or agreements signed by any District employee other than an authorized signer shall be considered null and void. ☐ Acknowledge and Agree *(Required: Check only one)*
9	**Acceptance** Grand Prairie ISD reserves the right to accept or reject any or all of the proposals submitted, waive minor technicalities, and accept the offer most advantageous to the District. Contract, to awarded vendors, will be based on the determined "Best Value for the District". Contract shall be put into effect by means of a purchase order(s) executed by the District after proposal has been awarded by Grand Prairie ISD Board of Trustees. Transfer of contract by vendor is prohibited. Grand Prairie ISD reserves the right to use and duplicate as often as necessary any material that is submitted by the awarded vendor. ☐ Acknowledge and Agree *(Required: Check if applicable)*
10	**Applicability** These conditions are applicable and form a part of the contract documents in each equipment and/or service contract and a part of the terms of each purchase order for the items of equipment and/or service included in the specifications and bid forms issued herewith.

11	**Withdrawal of Bids** Any bid may be withdrawn by the bidder prior to the scheduled time for opening. Any request by a bidder to withdraw a bid must be in person or in writing and submitted to the Director of Purchasing prior to the scheduled time for opening bids. Any bid that is received after the time specified shall not be considered and may be returned unopened to the bidder. ☐ Acknowledge and Agree *(Required: Check only one)*
12	**District Specifications** District specifications have been developed by the Using Department to show minimal standards as to the usage, materials, and contents based on their needs.
13	**Price, Quality, and Suitability** It is not the policy of Grand Prairie ISD to purchase services on the basis of low price alone; quality and suitability to purchase are taken into consideration. When providing cost data, please quote lowest possible net price after all trade discounts have been deducted. Term discount, if any, must be identified and will be considered. Proposers who do not wish to respond to this RFP are requested to submit a "No Bid" response in Ionwave.
14	**GPISD Reserves the Right** GPISD reserves the right to waive any or all bid irregularities, formalities, or other technicalities; to be the sole and independent judge of quality and suitability of any products offered; and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of GPISD as it perceived those interests to be in its sole discretion. ☐ Acknowledge and Agree *(Required: Check only one)*
15	**GPISD Will Enter Into Contractual Relationships** GPISD will enter into contractual relationships only with those bidders who have, through word and action, affirmed that they comply with all applicable existing laws or executive orders to insure equal employment opportunities, without regard to race, creed, color, sex, or national origin. Minority owned or HUB companies are encouraged to compete in providing goods and services to the district. GPISD does not operate under a setaside program.
16	**Retraction of RFP** Any RFP may be retracted by the proposer prior to the scheduled time for openings. RFP submissions cannot be retracted after the date and time of the scheduled time for opening the RFP. I acknowledge I have read and understand this attribute. ☐ Acknowledge and Agree *(Required: Check if applicable)*
17	**Warranty Conditions** Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard Warranty unless otherwise agreed to in writing. Proposer shall be an authorized dealer, distributor or manufacturer for the product. Seller shall not limit or exclude any implied warranties, any attempt to do so shall render this contract void at the option of the Buyer.

18	**District Purchase Order Requirements** Items and/or services are to be delivered to Grand Prairie ISD ONLY when a district approved purchase order has been faxed, emailed, or called into your company. Under no circumstances should items and/or services be provided to the district without a properly drawn district purchase order. If your company provides any item and/or service without a properly drawn district purchase order, you are NOT GUARANTEED PAYMENT and the item and/or service you provided could be constituted as a donation to the district. Contracts for purchase will be put into effect by means of a purchase order(s) executed by the Purchasing Department after bids have been awarded. ☐ Acknowledge and Agree *(Required: Check if applicable)*
19	**Insurance** Please submit your company's current certificate of insurance on an ACORD form (your insurance agents should be able to do this for you). The district requirements for insurance are attached (under the "Attachments" tab) for your reference. Each and every Contractor and Subcontractor shall maintain all required insurance, including full workers' compensation coverage during the life of the Contract. The Contractor's insurance company shall be licensed to do business in the State of Texas and maintain home offices in the Continental United States. Insurance company must also be listed in the Federal /register, Part II, Circular 570, latest edition. Insurance company must have an A.M. Best Rating of B+ VI or better. Do not commence work under this contract until all insurance has been approved by Grand Prairie ISD. ☐ Attached *(Required: Check if applicable)*
20	**Felony Conviction Notification** State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination contract. ” THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION. Proposer is responsible for the performance of the persons, employees and/or sub-contractors Proposer assigns to provide services for the Grand Prairie ISD pursuant to this bid on any and all Grand Prairie ISD campuses or facilities. Vendor will not assign individuals to provide services at a Grand Prairie ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Grand Prairie ISD Purchasing Department. I certify that the information concerning notification of felony convictions has been reviewed by me, the information furnished is true to the best of my knowledge, and I acknowledge compliance with this section. Please select the statement that applies to your company regarding the Felony Conviction Notification: ☐ Publicly Held Corporation - This reporting requirement is not applicable ☐ No, My firm is not owned nor operated by anyone who has been convicted of a felony. ☐ Yes, firm is owned or operated by an individual who has been convicted of a felony. *(Required: Check only one)*

21 **Felony Conviction Details**

If your firm is owned or operated by a convicted felon, please list the name of the felon and the details of the conviction. If not applicable, please enter N/A (not applicable)

(Required: Maximum 4000 characters allowed)

22 **Background Check**

All vendors who will be on a campus with students MUST be background checked by the Grand Prairie ISD Human Capital department.

It is the vendor's responsibility AND the department/campus they are working with to make sure these background checks have been performed.

Background checks should be performed BEFORE any service begins.

If your company background checks your employees, you may provide a list of employees to GPISD.
The list must include the following information: legal name, date of birth and their driver's license number.
We only need a list of employees who will POTENTIALLY be on our campuses.
We will also need to know what process/service which was used to obtain the background check information for your employees.

Any questions regarding background checks should be made to Debbie Cheatham, Human Capital Quality Control, Grand Prairie ISD at 972-237-5375 or debbie.cheatham@gpisd.org.

☐ Acknowledge and Agree
(Required: Check if applicable)

23

Criminal Background Check Requirement

Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information.

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria has been met:

- The employer has contracted with the district to provide services.
- The particular employee will have continuing duties relating to the contract with the district.
- The particular employee will have contact with students.
- A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when:
    - they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, they have charges pending, they have been convicted, received probation or deferred adjudication of any of the following:
        - any offense against a child
        - any sex offense
        - any felony offense involving controlled substances
        - any felony offense against property
        - any other offense the District believes might comprise the safety of student, staff or property

A Bidder/Proposer's violation of this section shall constitute substantial failure. If the Bidder/Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance.

Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school property. The use of tobacco products are not allowed on school district property.>>>This is your electronic signature.

☐ I will comply with SB 9
(Required: Check if applicable)

24	**Fingerprinting Provisions** All Contractors and Sub-Contractors working on building projects for Grand Prairie ISD will be required to submit to the Coordinator of Human Capital proof that their firm has met state fingerprinting requirements for employees hired by their firm after January 1, 2008. This requirement is for employees of contractors and sub-contractors working on any Grand Prairie ISD construction site, whether the site is currently being used as a campus since most workers will be working on multiple sites. Information for establishing a fingerprinting account with the Texas Department of Public Safety (Instructions to School District Contractors Regarding Criminal History Background Searches Under Senate Bill 9) will be available through Grand Prairie ISD Human Capital. Employee Fingerprinting must be completed prior to the employee working on any Grand Prairie ISD construction site. It is the contractor's responsibility to make sure that all employees meet state criminal history guidelines. Grand Prairie ISD reserves the right to prohibit any employee of a contractor or sub-contractor from working on a Grand Prairie ISD site if that employee's criminal history record does not meet school district standards. No Employees are allowed to work onsite until there is confirmation from Grand Prairie ISD that all requirements are met. Any employees without the necessary confirmation will be removed from the site according to policy. Grand Prairie ISD Human Capital will then contact your company to let you know who is and who is not allowed to work onsite. Any questions regarding fingerprinting or criminal history backgrounds should be made to Debbie Cheatham, Human Capital Quality Control, Grand Prairie ISD at 972-237-5375. Please acknowledge below that you have read and understand these requirements. >>>>This is your electronic signature. ☐ I have read and understand these requirements *(Required: Check if applicable)*

25 **Code of Conduct**

Vendors and their suppliers, installers and others working on Grand Prairie ISD schools/projects are required to understand and comply with the following rules and responsibilities. Failure to comply with the following rules and responsibilities may result in a worker's removal from the schools/projects and/or the termination of the subcontractor's contract. Vendors are responsible for their suppliers and installers adherence to these policies. All personnel working on schools/projects will be required to indicate their understanding and agreement to comply with these rules and responsibilities by signing this document.

- Vendors employees, installers, and suppliers who will be entering the district site should check in with the Grand Prairie ISD designated representative.
- Vendors employees, installers, and suppliers must wear picture ID badges while on Grand Prairie ISD property. See Criminal Background Check Notification attribute included in this proposal.
- The use of any tobacco products are PROHIBITED on school property. These prohibited items include, but are not limited to, e-cigarettes, cigarettes, cigars, chewing tobacco, and snuff.
- Drugs and alcoholic beverages are PROHIBITED.
- The use of vulgar or improper language is PROHIBITED. Grand Prairie ISD will determine on a case by case basis what constitutes vulgar or improper language.
- Unacceptable behavior, including physical or verbal intimidation, horseplay, or fighting, by any individual on school property/projects will result in immediate removal from site. Grand Prairie ISD staff will determine unacceptable behavior.
- School requirements will occasionally result in the untimely termination of a subcontractor's daily activities. Vendors are expected to anticipate and understand these circumstances and also work with Grand Prairie ISD to make up any scheduling.
- ALL CONTACT WITH STUDENTS IS STRICTLY PROHIBTED.
- Vendor's employees, installers, and suppliers must be properly dressed in work attire which includes the use of proper work shoes and any personal protection equipment that is needed.
- Vendor's employees, installers, and suppliers will promptly leave the school campus at the end of each work shift.
- Weapons of any type are not allowed on the job site or parking area. Vendor's employees will comply with all state and district rules regarding weapon free zones.
- Vendor's employees, installers, and suppliers shall submit such background information as may be requested by Grand Prairie ISD to perform criminal background evaluations/investigations.
- No person who has charges pending or who has been convicted, received probation or deferred adjudication for the following shall be engaged to work on Grand Prairie ISD property where students are present
    - Any offense against a child
    - Any sex offense
    - Any crimes against person involving weapons or violence
    - Any felony offense against property
    - Any other offense that Grand Prairie ISD believes might compromise the safety of students, staff or property.

I understand and agree to comply with the rules and responsibilities as stated in the Job Site Code of Conduct. Additionally, I certify that neither I nor any of my employees are currently in violation or in the future will violate the rules and responsibilities stated above.>>>>This is your electronic signature.

☐ Acknowledge and Agree
(Required: Check if applicable)

26 **Vendor Performance**

If vendor performance becomes an issue during the contract term, Grand Prairie ISD has the right to terminate the contract with said vendor prior to the original expiration term noted in original contract.

☐ Acknowledge and Agree
(Required: Check if applicable)

27 **Conflict of Interest Questionnaire**

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 Class C misdemeanor.

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?

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 government entity?

☐ Yes, CIQ form is attached ☐ No conflict exists

(Required: Check only one)

28 **Certificate of Interested Parties (CIP Form 1295)**

STOP AND READ FIRST: If your company is a publicly traded business entity, including a wholly owned subsidiary of the business entity, you are exempt from filling out the 1295 form. Please select "Publicly Traded Business Entity" as your response in the response field.

Effective January 1, 2016, all vendors who have a contract approved by the Grand Prairie ISD Board of Trustees must submit a Certificate of Interested Parties form through the Texas Ethics Commission website. You will find tutorials on how to set up a username and password and how to fill out the form. I have copied the link to their website below:

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

The CONTRACT NUMBER that needs to be referenced on the form is RFP#26-03 Grocery/Retail Merchandise/Meal Services/Catering

After you have completed the form, please save as a PDF and attach a copy to your response.

☐ Publicly Traded Corporation

☐ Not Publicly Traded - Form is Attached

(Required: Check all that apply)

29 **Public Records Notification / Open Records**

I understand that the Grand Prairie ISD is subject to Texas Government code, Chapter 552 - Public Information Act; therefore, any and all information provided as a response to this solicitation will be considered Public record. Additionally, tabulations will be available to the public through our eBid system and through our website.

I acknowledge and agree. >>>>This is your electronic signature

☐ Acknowledge and Agree

(Required: Check if applicable)

30 Objections to Public Records Notification

If your Firm has any objections to the release of information provided and contained in this solicitation, please list your objections below. Objections to the release of information are subject to the applicable statutes and the interpretations of the Office of the Attorney General of the State of Texas.

If no objections, please enter N/A (not applicable)

(Required: Maximum 4000 characters allowed)

31 Confidential Information Attached

If any of a respondent's information is considered to be confidential or a trade secret belonging to the respondent and, if released, would give advantage to a competitor or respondent, that information should be submitted with the proposal in a separate attachment marked "CONFIDENTIAL". The release of information marked "CONFIDENTIAL" is subject to the applicable statutes and the interpretations of the Office of the Attorney General of the State of Texas.

☐ Acknowledge and Agree
(Required: Check if applicable)

32 Non-Appropriations Clause

The District retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.

The contract is conditioned on a best efforts attempt by the District to obtain and appropriate funds for payment of the contract.

The District, as an entity, may not be held liable for non-funding of a contract caused through no fault of its own. If the District fails to appropriate funds to provide for the annual renewal of a contract, the district may cancel without termination charge. This is provided that the bidder receives at least thirty (30) days written notice of the termination stating the lack of funding as the reason for termination.

☐ Acknowledge and Agree
(Required: Check if applicable)

33 Indemnify

Proposer agrees to indemnify and hold the District harmless from any damage or expense whatsoever resulting to the District from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture of use of any product included in this contract. Upon written requests vendor will defend, at its's own cost and expense, any legal action or suit against the District involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits.

Proposer will indemnify Grand Prairie ISD against all claims for damages to person or property resulting from defects in materials or workmanship.>>>> This is your electronic signature.

☐ Yes, my company agrees
(Required: Check all that apply)

34	**Funding Out Clause** Buyer's obligation is payable only and solely from the funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to the Seller by the Buyer. Do not include Federal Excise, State or City Sales Tax. Entity shall furnish exemption certificate. ☐ Acknowledge and Agree *(Required: Check if applicable)*
35	**Assignment** This response may not be assigned by the parties without the express written approval of the parties. ☐ Acknowledge and Agree *(Required: Check only one)*
36	**Lobbying** The Grand Prairie ISD has implemented a procedure prohibiting lobbying, contact, or soliciting School District staff members or members of the Board of Trustees during the selection process. Please acknowledge compliance with the district procedure and certify that all employees, agents, consultants, or representatives of the representing firm have not or will not contact, solicit, or lobby School District staff members or members of the Board of Trustees. Proposer will comply with this procedure.>>>> This is your electronic signature ☐ Acknowledge and Agree *(Required: Check if applicable)*
37	**Compliance with Antitrust Laws** By submitting a proposal, each Proposer thereby certifies neither he/she nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation, or institution has violented the Antitrust Laws of this state codified in Section 15.01 st. seq. of the Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal or bid made to any competitor or any other person or entity in such line if business. Proposer will comply. >>>>This is your electronic signature ☐ Will Comply *(Required: Check if applicable)*
38	**SECTION 2** **RFP SPECIFIC INFORMATION**

39 **Evaluation of Bids**

The District shall use a final overall scoring system to include consideration for competitive pricing, best value price and cost evaluation. GPISD reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities. An offeror must score a 47 or better to be considered for this contract.

1) Purchase Price - 10 points maximum weight: Contracted Compensation Amount - Item filled in receives maximum points/Item not filled in receives no points

2) Reputation of the vendor, vendor's goods and services; - 10 points maximum weight: List of references provided will receive maximum points/No references will receive no points

3) Quality of vendor's goods or services; - 10 points maximum weight

4) Extent to which the goods or services meets district's needs - 10 points maximum weight

5) Vendor's past relationship with the district; - 10 points maximum weight: Past relationship maximum points/No past relationship no points

6) Impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; - 5 points maximum weight - HUB Vendor maximum points/Non-HUB vendor 2 points

7) Total long-term cost to the district to acquire the vendor's goods or services; - 10 points maximum weight

8) Any other relevant factor specifically listed in the request for bids and proposals - Agreeing to ALL applicable attributes, attaching required W-9 form, AND required background check form/listing will receive 10 points maximum. Disagreeing to ANY applicable attribute, failure to attach required W-9 form AND required background check form/listing will result in 0 points.

40 **Bid Award**

This is a multi-awarded contract so the GPISD will award each item and/or group to more than one vendor.

41 **Store Locations**

Will your organization agree to all terms and conditions set forth in this bid document for other store locations?

☐ Yes - List of Other Locations Provided Below

☐ No - This Location only

(Required: Check all that apply)

42 **Additional Store Locations**

Please provide below the list of other store locations.

If there are no other locations, please enter N/A

(Required: Maximum 4000 characters allowed)

43 **Deviations**

Proposer must acknowledge whether or not there are deviations from the attached specific terms, conditions, and specifications.

This is your electronic signature.

☐ No Deviations Exist ☐ Deviations Exist - Deviation Form Attached

(Required: Check only one)

44 **On-Line Ordering**

Will your organization agree to all the terms and conditions set forth in this bid document for on-line ordering?

☐ Yes ☐ No

(Required: Check only one)

45 **References**

Please attach a list of at least three (3) references. School district references are preferred.

☐ Attached

(Required: Check if applicable)

46 **SECTION 3**

VENDOR INFORMATION

47 **Name of Authorized Signer**

The undersigned, in submitting this Bid/Proposal and endorsement of same, represents that the/she is authorized to obligate his/her Firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Bid/Proposal; that he/she will abide by all the policies and procedures of Grand Prairie ISD; and that he/she has read this entire Bid/Proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ALL sections of this Bid/Proposal. >>> This is your electronic signature.

Name and title of authorized official signing this document

(Required: Maximum 1000 characters allowed)

48 **Vendor Credentials**

Vendor asserts that he/she has complied with all applicable federal, state or local laws pertaining to Vendor's business and is fully authorized to carry out the professional services contemplated in this response. Vendor agrees that prior to entering upon duties of this contract, if necessary, Vendor will file with the District appropriate credentials for rendering the service areas identified above.

☐ Acknowledge and Agree

(Required: Check all that apply)

49 **W-9 Form**

Please submit a completed W-9 with your bid response. Please use this link to download and complete your W9 form, https://www.irs.gov/formw9.

☐ W9 attached

(Required: Check if applicable)

50 **Taxes**

Vendor understands that he/she is responsible to pay, according to law, Vendor's income taxes, self-employment tax, or any other taxes owed by Vendor.
Further, Vendor understands that he/she is responsible for paying his/her own liability, workers compensation, or other insurance.

☐ Acknowledge and Agree
(Required: Check all that apply)

51 **Federal/Payroll Tax**

Neither state nor federal income tax nor payroll tax of any kind shall be withheld or paid by the District on behalf of Vendor.

Vendor is solely responsible for payment of any taxes imposed by any federal, state or governmental entity.

No worker's compensation insurance shall be obtained by the District on account of Vendor.

☐ Acknowledge and Agree
(Required: Check all that apply)

52 **Benefits**

Because Vendor is engaged in his/her own independent business, Vendor shall not participate in any of the District's retirement, health insurance, or any other employee fringe benefit plan, nor shall Vendor have paid vacation or paid sick leave.

53 **Historically Underutilized Business (HUB) Certification**

Bidding companies that have been certified by the Texas Building and Procurement Commission (TBPC) as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Bid Invitation. The electronic catalogs will indicate HUB certification for vendors that properly indicate and document their HUB certification on this form.

Please indicate if your company is currently a Minority-Owned, Woman owned, or Historically Underutilized Business.

Please scan a copy of your MWBE/HUB certification letter and/or your HUB certificate to your proposal response

Is your company a HUB certified vendor?

☐ Yes

☐ No
(Required: Check all that apply)

54 **Name of Company Contact**

Please list the name of the contact person Grand Prairie ISD can call in regards to this bid. The contact person will serve as the liaison between Grand Prairie ISD and your company. This should be the person to answer questions regarding the bid submission, and to whom questions pertaining to purchases and purchase orders should be addressed.

(Required: Maximum 4000 characters allowed)

55 **Purchase Order/Quote Contact Name, Address, and Phone Number**

Propose shall provide the contact name, address, and phone number of the individual that is responsible for purchase orders and quotes

(Required: Maximum 4000 characters allowed)

56 **Purchase Orders Emailed**

Would you prefer to have the purchase orders electronically emailed to you? If so, please provide an email address.

(Required: Email address)

57 **Payment/Remittance Contact Information**

Proposer shall provide the contact name, address, phone number, and email address of the individual that is responsible for payment remittance.

Proposer shall provide the location, including street address, city, state, and zip code for checks to be mailed when paying invoices.

If your company would prefer to receive funds electronically deposited into your account, please fill our the attached ACH form (found under the "Attachments" tab) and attach the completed document to your response.

(Required: Maximum 4000 characters allowed)

58 **Freight/Shipping Charges**

Are freight/shipping charges applicable?

☐ Yes ☐ No ☐ Yes and No

(Required: Check only one)

59 **Acceptance of Credit Cards**

In lieu of a purchase order being issued to your company, would your company accept a district issued credit card at the point-of-sale for all goods and/or services?

☐ Yes ☐ No

(Required: Check only one)

60 **SECTION 4**

CERTIFICATIONS

61 **Certifications**

Prohibition on Contracts With Certain Companies

Sec. 2252.151. DEFINITIONS. In this subchapter:

(1) "Company" has the meaning assigned by Section 806.001.
(2) "Foreign Terrorist Organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.
(3) "Governmental Contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254.
(4) "Governmental Entity" has the meaning assigned by Section 2252.001. Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter in a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.

Certification Regarding Boycotting of Israel
If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the “Vendor Companies”), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Certification Regarding Contracting Information
If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by GPISD; or (b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by PISD in a fiscal year of GPISD, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov’t Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to GPISD for the duration of the Agreement; (2) promptly provide to GPISD any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of GPISD; and (3) on completion of the Agreement, either (a) provide at no cost to GPISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to GPISD.

Certification Regarding Boycotting Certain Energy Companies
If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov’t Code Ch. 2274 of SB 13 (87th session), Vendor hereby certifies and verifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this Agreement, the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” See Tex. Gov’t Code § 809.001(1).

Certification Prohibiting Discrimination Against Firearm and Ammunition Industries

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) GPISD has determined that Vendor is not a sole-source provider or GPISD has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), Vendor hereby certifies and verifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

Certification Regarding Certain Foreign-Owned Companies in Connection with Critical Infrastructure

GPISD is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by GPISD for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Agreement, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

☐ Yes

(Required: Check if applicable)

62 **SECTION 5 - EDGAR**

EDGAR CERTIFICATIONS

63 **EDGAR - Part 1**

The following certifications and provisions are required and apply when the District expends federal funds for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. **Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between the District and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:**

- [*Applicable ONLY to contracts in excess of the simplified acquisition threshold, currently set at $250,000.*]

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when the District expends federal funds, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

- [*Applicable ONLY to contracts in excess of $10,000.*] **Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement.**

  Pursuant to Federal Rule (B) above, when the District expends federal funds, the District reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event: (1) Vendor fails to meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) Vendor fails to make any payments owed; (3) Vendor fails to otherwise perform in accordance with the contract and/or the procurement solicitation; or (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or the District. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the District believes, in its sole discretion that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the District's best interest.

- [*Applicable ONLY to federally assisted construction contracts.*] **Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

  Pursuant to Federal Rule (C) above, when the District expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

- [*Applicable ONLY to prime construction contracts in excess of $2,000 where federal funds are being used for the project*] **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

  Pursuant to Federal Rule (D) above, when the District expends federal funds, during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act

provisions.

- [*Applicable ONLY to contracts in excess of $100,000 involving mechanics or laborers.*] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

  Pursuant to Federal Rule (E) above, when the District expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

- **Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.**

  Pursuant to Federal Rule (F) above, when federal funds are expended by the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

- *Applicable ONLY to contracts in excess of $150,000.*] **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

  Pursuant to Federal Rule (G) above, when federal funds are expended by the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

- **Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

  Pursuant to Federal Rule (H) above, when federal funds are expended by the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to the District if at any time Vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The District may rely upon a certification of Vendor that Vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the District knows the certification is erroneous.

- [*Applicable ONLY to contracts in excess of $100,000*] **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by the District, Vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

☐ Yes

(Required: Check if applicable)

64 **EDGAR - Part 2**

- **Procurement of Recovered Materials – When federal funds are expended by the District, the District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable

contract specifications or other contractual requirements.

- **Domestic Preferences for Procurements and Compliance with Buy America Provisions (2 C.F.R. § 200.322) – As appropriate and to the extent consistent with law, the District has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.) Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.**

  Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. § 200.216) – The District, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.**

  Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

- **Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 C.F.R. § 200.321** –When federal funds are expended by the District, Vendor is required to take all affirmative steps set forth in 2 C.F.R. 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- **Never Contract with the Enemy**. When federal funds are expended by the District for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to

exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, the District will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. The District has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

- **Record Retention**. When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

- **Clean Air Act / Clean Water Act**. When federal funds are expended by the District for any contract resulting from this procurement process in excess of $100,000, Vendor certifies that it is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368) Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

- **Certification of Compliance with EPA Regulations Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts in Excess of $100,000 of Federal Funds**. When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

- **Certification of Equal Employment Statement**. It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

- **Certification of Compliance with Buy American Act**. including the regulations promulgated by USDA and TDA, requires public school districts participating in the National School Lunch Program and School Breakfast Program to use the nonprofit food service funds to purchase domestic commodities or products, to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and the District concerning the Buy American Act.

- **Certification of Access to Records**. Vendor agrees that the District, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

- Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

- Non-Collusion. Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

☐ Yes

(Required: Check if applicable)

65 **Prohibition on Diversity, Equity, and Inclusion Duties**

In 2025, the Texas Legislature adopted Senate Bill 12, which added section 11.005 to SECTION 3. Subchapter A, Chapter 11, of the Education Code, among other changes. Effective September 1, 2025, the bill implements Diversity, Equity, and Inclusion (DEI) related provisions and requirements for school district contractors, including:

•Prohibition of DEI duties: School districts are not allowed to assign any DEI duties, as defined in the law, to contractors.

•Ban on DEI statements: School districts cannot request or evaluate DEI statements from contractors during the hiring or selection process.

•Training and programs: Contractors are prohibited from developing or implementing training or programs that reference protected characteristics such as race, ethnicity, or gender identity, except under specific, limited circumstances.

Applicable bill section text: Sec. 11.005. PROHIBITION ON DIVERSITY, EQUITY, AND INCLUSION DUTIES.
(a) In this section, "diversity, equity, and inclusion duties" means:
(1) influencing hiring or employment practices with respect to race, sex, color, or ethnicity except as necessary to comply with state or federal antidiscrimination laws;
(2) promoting differential treatment of or providing special benefits to individuals on the basis of race, color, or ethnicity;
(3) developing or implementing policies, procedures, trainings, activities, or programs that reference race, color, ethnicity, gender identity, or sexual orientation except:
(A) for the purpose of student recruitment efforts by colleges and universities designated as historically black colleges and universities in collaboration with school districts or open-enrollment charter schools; or
(B) as necessary to comply with state or federal law; and
(4) compelling, requiring, inducing, or soliciting any person to provide a diversity, equity, and inclusion statement or giving preferential consideration to any person based on the provision of a diversity, equity, and inclusion statement.
(b) Except as required by state or federal law, a school district:
(1) may not assign diversity, equity, and inclusion duties to any person; and
(2) shall prohibit a district employee, contractor, or volunteer from engaging in diversity, equity, and inclusion duties at, for, or on behalf of the district.
(c) A school district shall adopt a policy and procedure for the appropriate discipline, including termination, of a district employee or contractor who intentionally or knowingly engages in or assigns to another person diversity, equity, and inclusion duties. The district shall provide a physical and electronic copy of the policy and procedure to each district employee or contractor.
(d) The policy and procedure adopted by a school district under Subsection (c) must ensure that an employee or contractor receives adequate due process and an opportunity to appeal disciplinary actions, including termination, in the same manner provided for other disciplinary actions
(e) Nothing in this section may be construed to:
(1) limit or prohibit a school district from contracting with historically underutilized businesses or businesses owned by members of a minority group or by women in accordance with applicable state law;
(2) limit or prohibit a school district from acknowledging or teaching the significance of state and federal holidays or commemorative months
and how those holidays or months fit into the themes of history and the stories of this state and the United States of America in accordance with the essential knowledge and skills adopted under Subchapter A, Chapter 28;
(3) affect a student's rights under the First Amendment to the United States Constitution or Section 8, Article I, Texas Constitution;
(4) limit or prohibit a school district from analyzing school-based causes and taking steps to eliminate unlawful

discriminatory practices as necessary to address achievement gaps and differentials described by Section 39.053; or

(5) apply to:

(A) classroom instruction that is consistent with the essential knowledge and skills adopted by the State Board of Education;

(B) the collection, monitoring, or reporting of data;

(C) a policy, practice, procedure, program, or activity intended to enhance student academic achievement or postgraduate outcomes that is designed and implemented without regard to race, sex, color, or ethnicity; or

(D) a student club that is in compliance with the requirements of Section 33.0815.

Additionally, Senate Bill 12, added Subsection (h) SECTION 22. Section 28.0022, of the Education Code. Effective September 1, 2025, the District is required to provide a physical and electronic copy of the policy and procedure to each district or school employee or contractor. An electronic copy of the policy and procedure can be accessed here: https://pol.tasb.org/PolicyOnline/PolicyDetails?key=365&code=BT#legalTabContent. Should the contractor require a physical copy of the policy and procedure, please contact the GPISD Central Administration at 972-237-4000 and the District will mail a physical copy at no charge to the contractor.

Applicable bill section text:

(h) A school district or open-enrollment charter school shall adopt a policy and procedure for the appropriate discipline, including termination, of a district or school employee or contractor who intentionally or knowingly engages in or assigns to another person an act prohibited by this section. The district or school shall provide a physical and electronic copy of the policy and procedure to each district or school employee or contractor.

For access to full bill text: https://capitol.texas.gov/tlodocs/89R/billtext/html/SB00012F.htm

The Vendor certifies that they have been informed of the SB2 language and requirements regarding DEI, and received a copy of the District’s policies and procedures in compliance with this bill. The vendor certifies that it does not and will not engage in DEI duties at, for, or on behalf of the District and if the vendor does so, the vendors contract/s (including purchase orders) are subject to termination.

☐ Yes

(Required: Check if applicable)

66	**Prohibition on Certain Activity by Vendor** In 2025, the Texas Legislature adopted House Bill 210, which added section 11.067 to SECTION 1. Subchapter C, Chapter 11, of the Education Code. Effective September 1, 2025, the law severely limits the ability of Board Member-owned businesses to contract with their school districts. The Vendor commits a criminal offense if it receives a contract from the school and any Board Member or Board Member's family member (2nd degree of consanguinity) has a substantial interest in the business - more than 10% ownership or profits from that business. It also provides for Vendor criminal liability if the Vendor gave or promised a Board Member a gift valued at $250 or more. For a current list of Grand Prairie ISD Board Members, please visit https://www.gpisd.org/board. Full bill text: Sec. 11.067. PROHIBITION ON CERTAIN ACTIVITY BY VENDOR. (a) In this section, "vendor" means a company, individual, contractor, subcontractor, or professional services provider with whom a school district or open-enrollment charter school enters into an agreement, contract, memorandum of understanding, interlocal agreement, fee schedule, retainer, or similar instrument for goods or services. (b) A vendor that bids on or receives a contract from a school district or an open-enrollment charter school commits an offense if any individual serving on the board of trustees or governing body of the district or school: (1) has a substantial interest in the vendor or a subcontractor hired by a vendor; (2) is related in the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to an individual who has a substantial interest in the vendor; or (3) has received or has been promised a gift or in-kind services with a value of more than $250. (c) An individual has a substantial interest in a vendor if the individual: (1) owns more than 10 percent of the voting interest in the vendor; or (2) has a direct or indirect participating interest by shares, stock, or otherwise, regardless of whether voting rights are included, in more than 10 percent of the profits, proceeds, or capital gains of the vendor. (d) An offense under this section is a Class C misdemeanor, except that a second offense under this section is a Class B misdemeanor, a third offense under this section is a Class A misdemeanor, and a fourth or subsequent offense under this section is a state jail felony. (e) Notwithstanding Subsection (d), any offense under this section is a state jail felony if the vendor directly or indirectly through a third party compensated the individual serving on the board of trustees or governing body of a school district or open-enrollment charter school with money, gifts, or in-kind services as consideration for the district or school entering into a contract with the vendor. The Vendor certifies that they have been informed of the HB210 language, requirements, and penalties. ☐ Yes *(Required: Check if applicable)*

Bid Lines

1	All Grocery - Enter a % off of shelf/on-line pricing. If you are not offering a discount - Please enter a 0% on this line item. Quantity: 1 Total: %
	Supplier Notes: _____ _____ ☐ No bid ☐ Additional notes *(Attach separate sheet)*

2	All Retail - Enter a % off of shelf/on-line pricing. If you are not offering a discount - Please enter a 0% on this line item. Quantity: 1 Total: % Supplier Notes: _____ ☐ No bid ☐ Additional notes *(Attach separate sheet)*
3	All Meal Services - Enter a % off of Menu Pricing. If you are not offering a discount - Please enter a 0% on this line item. Quantity: 1 Total: % Supplier Notes: _____ ☐ No bid ☐ Additional notes *(Attach separate sheet)*
4	All Catering - Enter a % off of Menu pricing. If you are not offering a discount - Please enter a 0% on this line item. Quantity: 1 Total: % Supplier Notes: _____ ☐ No bid ☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature