

# NOTICE TO BIDDERS

The Grand Prairie Independent School District will receive sealed bids and proposals until:

10:30 A.M. – March 27, 2009  
at which time all responses will be publicly opened

FOR:

## MAINTENANCE OF PASSENGER ELEVATORS & CHAIRLIFTS

Prospective bidders may secure further information and specifications at 2602 South Belt Line Road, Phone 972/237-5592. The school district reserves the right to reject any and/or all bids and to waive all formalities and irregularities in bidding.

### **BID ENVELOPE MUST BE ADDRESSED TO:**

Grand Prairie ISD  
Purchasing Department  
2602 South Belt Line Road  
Grand Prairie, TX 75052

and

### **PLAINLY MARKED:**

BID NO. 09-27

Bids may be submitted on any/or all items, unless stated otherwise.

Any bid received later than the specified time, whether delivered in person or mailed, shall be disqualified and will remain unopened. Failure to respond to this invitation will remove your name from the bid list. If you cannot bid at this time and desire to remain on the bid list, please submit a **NO BID** on the bid form and return.

# GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

## PROCEDURES FOR SEALED BID OR PROPOSALS

### 1.0.0 GENERAL CONDITIONS

- 1.1.0 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 items of equipment and/or service included in the specifications and bid forms issued herewith.
- 1.2.0 WITHDRAWAL OF BIDS - Any bid or proposal may be withdrawn by the contractor prior to the scheduled time for opening.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.
- 1.3.0 BIDS SHALL BE SUBMITTED ON THESE FORMS - Deviations to the General Conditions and/or Specifications shall be conspicuously noted in writing by the bidder and shall be included in the bid.
- 1.4.0 CONTRACTORS WHO DO NOT BID are requested to notify the Grand Prairie Independent School District (GPISD) Purchasing Department in writing if they wish to receive future bids. Failure to do so will result in their being deleted from our contractor list.
- 1.5.0 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.
- 1.6.0 GPISD will enter into contractual relationships only with those contractors 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 contractors are encouraged to compete in providing goods and services to the District. GPISD does not operate under a set-aside program.

2.0.0 SPECIFICATIONS may be those developed by the Using Department or by the Manufacturer to represent items of regularly manufactured equipment.

2.1.0 DISTRICT SPECIFICATIONS have been developed by the Using Department to show minimal standards as to the usage, materials, and contents based on their needs.

2.2.0 MANUFACTURER'S SPECIFICATIONS (Design Guide), when used by the District, are to give the bidder information as to the type and kind requested. Proposals on any reputable manufacturer's regularly produced product of such items similar and substantially equivalent will be considered.

2.3.0 Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function; minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. GPISD reserves the right to make final decisions as comparable items. Be very certain that items upon which you bid and deliver are equal to items listed. Materials, which are not equal, will be returned to the contractor, transportation charges collect. Contractor will reimburse GPISD for items returned at invoice cost within 30 days.

3.0.0 EVALUATION OF BIDS/PROPOSALS, in accordance with Article 2368a.3, Section 5, Reviews of bids/proposals are subject to the evaluation of the user department and subsequent recommendation. The following AWARD CRITERIA will be used.

3.0.1 Purchase Price	35 points
3.0.2 Attendance at all pre-proposal meetings	20 points
3.0.3 Completeness of bid package as specified	15 points
3.0.4 Project management approach	10 points
3.0.5 Quality of contractor's goods and services	10 points
3.0.6 Quality of references and experience	10 points

3.1.0 PREFERENTIAL REQUIREMENT - GPISD, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Article 601g V.T.C.S.).

3.2.0 IDENTICAL BIDS - In cases where bidding is required for proposed contracts, and more than one bidder submitted the lowest and best bids (identical bids), the bidder who is a resident of the District shall be selected by the governing body. If two or more bidders submitting the lowest and best bids are residents of the District, one of the resident bidders shall be selected by the casting of lots.

3.3.0 AWARD of BID; BID SUMMARY: The GPISD reserves the right to award a separate contract to more than one contractor for each item/group/service or to award on contract for the entire bid. All contractors will receive a statement of bid award. Contractors desiring a copy of the bid summary may request such by enclosing a self-addressed stamped envelope to the Purchasing Office.

#### 4.0.0 CONTRACTS

4.1.0 CONTRACTS FOR PURCHASE will be put into effect by means of a purchase order(s) executed by the Purchasing Department or the User Department after awards have been made.

4.2.0 ALL CONTRACTS AND AGREEMENTS between bidders and the GPISD shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1977 by the American Law Institute in the National Conference of Commissioners on uniform state laws.

4.3.0 The District'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 the Buyer will return goods to the Seller. Do not include Federal Excise, State or City Sales Tax. Entity shall furnish exemption certificate.

#### 5.0.0 DISCLOSURES

5.1.0 Non-Collusion - By signing this statement, a bidder affirms that, to the best of his/her knowledge, the bid has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other bidders in the award of this bid. Neither has the bidder offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the bid submitted. BIDDER SHALL NOTE any and all relationships that might be a conflict of interest and include such information with the bid.

5.3.0 Felony Conviction - The person or entity responding to this invitation must give 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 this conviction of a felony (This requirement does not apply to a publicly held corporation.).

5.4.0 BIDDER SHALL NOTE any and all relationships that might be a conflict of interest and include such information with the bid. A list of current board members and the superintendent may be reviewed at

[http://www.gpisd.org/departments/business/purchasing/bids\\_proposals.htm](http://www.gpisd.org/departments/business/purchasing/bids_proposals.htm)

6.0.0 CONDUCT WHILE ON DISTRICT PREMISES - All personnel that conduct work of any nature on District premises, including but not limited to successful contractor(s), sub-contractors, service technicians, etc. will be required to comply with the same standards applicable to the employees of the GPISD as referenced in the Auxiliary Services Handbook.

6.1.0 Standards of conduct - A disregard of any one of the following rules will be subject to disciplinary action and including immediate termination of contract(s).

6.1.1 Use or possession of alcohol or illegal drugs at work, coming to work under the influence of alcohol or drugs (illegal intoxication is not required.); or the possession of drugs or attempt to take part in the sale or illegal handling of drugs

6.1.2 Use of profanity or crude language

6.1.3 Violation of health or safety rules

6.1.4 Fighting and any other attempt to injure or threaten to injure another person

6.1.5 Willful destruction of District property or property of others

6.1.6 Lack of courtesy to students, employees, parents, or guests; Contact with students in any manner that is not professional, businesslike and job related is strictly prohibited. (This includes dating, phone calls or any other action taken, or interpreted as such, to develop an association more than a level of contractor - District relationship.)

6.1.7 Additionally, workers must adhere to a dress code conducive to promoting a positive learning environment in or on GPISD property. Specifically, GPISD prohibits pictures, emblems, bumper stickers, or writings on clothing that are lewd, offensive, vulgar, or obscene or depict or advertise tobacco products, alcoholic beverages of any kind, drugs, or any other

substance.

6.1.8 Finally, no person shall possess firearms or articles construed to be illegal weapons while on District property, including but not limited to buildings, grounds and/or parking areas.

7.0.0 STATEMENT OF QUALIFICATIONS, when required, must include a description of organizational experience, references and capabilities.

7.1.0 Organizational Experience: Contractor must describe their qualifications and experience to perform the work described in this invitation.

7.2.0 References: Proposals must include at least three references, preferably state and local government organizations where the contractor currently provides the type of services and/or products requested. Reference listings must include organization names, addresses, and contact person and telephone number.

8.0.0 SECURITY – Not required with this bid.

9.0.0 INSURANCE shall be provided by the successful contractor, in a company or companies licensed to do business in the State of Texas. Such insurance as will protect the Contractor and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The Contractor shall be a subscriber to the Texas Workers' Compensation Act for Workers' Compensation Insurance. The contractor shall file with the Director of Purchasing, before work is begun, certificates of such insurance which shall be subject to approval by the District as to the company providing insurance and the manner and adequacy of insurance protection.

9.1.0 Such policies of insurance shall be written by companies authorized by the Texas Department of Insurance to conduct business in the state and shall be satisfactory to the District. Contractor shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by the District.

9.2.0 Self-Insurance: A contractor who self-insures for workers compensation must possess a Certificate of Authority to Self-insure issued by the Texas Workers Compensation Commission as a subscriber to the Workers' Compensation Act. By signing below, the bidder/prospective Contractor certifies that it possesses such certificate, and shall furnish a copy of the Certificate of Self Insurance with Bid Invitation.

- 9.3.0 The Certificate of Insurance must be presented prior to start of service. The policy must reflect Grand Prairie I.S.D. as “additional insured” or “co-insured”. The amount of deductibles and self-insurance retention must be shown on Certificate of Insurance.
- 9.4.0 The Contractor shall, for the duration\* of this Agreement, keep in force the following insurance:
- 9.4.1 Worker’s Compensation Insurance
- a) Worker’s compensation coverage shall be maintained for not less than the State of Texas statutory limits.
  - b) Employer’s Liability Insurance shall be maintained with minimum limits of not less than \$500,000.
  - c) The policy shall contain a waiver of subrogation in favor of Grand Prairie ISD
- 9.4.2 Commercial General Liability Insurance: shall include coverage for Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability insuring the indemnity provision contained in this Agreement.
- a) Combined limits of \$1,000,000 per occurrence for bodily injury and property damage.
  - b) Annual aggregate limit of \$2,000,000
  - c) Grand Prairie ISD and their officials shall be listed as additional insured.
- 9.4.3 Business Commercial Automobile Liability Insurance: shall include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles used by Concessionaire, its employees, or its agents.
- a) Bodily injury of \$500,000 per person and \$500,000 per occurrence.
  - b) Property damage limit of \$100,000 per occurrence.
  - c) Aggregate limit of \$1,000,000.
  - d) Grand Prairie and their officials shall be listed as additional insured.

The District requires ten (10) days WRITTEN NOTICE prior to cancellation of ANY INSURANCE.

- 9.5.0 The Contractor shall either: (1) require each of its sub-contractors to procure and to maintain during the life of the sub-contract, Sub-contractor’s Workers’ Compensation Insurance as a subscriber to the act, Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified above, or (2) insure the activity of its sub-contractors in its own policy(ies).

9.5.1 Persons providing services on the project, otherwise referred to as "subcontractor(s)", includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage contractors, office supply deliveries, and delivery of portable toilets.

9.6.0 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the District that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.7.0 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor, which entitles the District to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

9.8.0 The contractor shall post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population.

## 10.0.0

### OTHER REQUIREMENTS

10.1.0 LIQUIDATED DAMAGES of \$1000 per day will be assessed by GPISD for each calendar day that the project remains incomplete and unacceptable after the contract time has expired as specified by number of days needed to complete project indicated on bid response form. This sum, for compensation otherwise to be paid, will be determined to be the maximum amount of liquidated damages which GPISD will sustain per diem by the failure of the contractor to complete the work by the time stipulated. This sum shall not be construed in any sense as a penalty.

10.2.0 MATERIALS IN PLACE - The District will not be responsible for damage of materials "in place" due to acts of vandalism, fire, weather, or any other cause. All materials, equipment for installation, etc. shall remain the property of and the responsibility of the supplier until inspected and accepted by an official of the GPISD; and disapproval, if any, shall be based exclusively on apparent damage, defect or deviation from the specifications.

10.3.0 Contractor is responsible for any and all damages to GPISD property including filling of ruts, plant damage, and trash pick up, etc.

10.4.0 The Contractor shall provide a qualified supervisor over all crafts and who shall have the authority to make decisions regarding any and all phases of the work.

10.5.0 Project requirements will make it mandatory that the successful bidder communicate with the Director of Purchasing or User Department prior to the initiation of any work. This communication will relate to mutual scheduling for access to the project areas and parking.

10.6.0 Contractor will be responsible for any and all OSHA regulations that are applicable to this project.

10.7.0 Contractor will be responsible for compliance with Federal/State and Local codes applicable.

## 11.0.0

PRESENTATION OF BIDS: All bids/proposals must be received at the Purchasing Office in a sealed document. No oral, telegraphic, telephonic, or facsimile bids will be accepted.

## 12.0.0 INTERLOCAL AGREEMENT CLAUSE

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

[http://www.epcnt.com/Current\\_members.htm](http://www.epcnt.com/Current_members.htm)

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.

**NOTE:** The district will consider separate contracts for elevators and for chair lifts; and may award contracts by manufactured equipment. Companies may submit for all, partials or a combination in regard to type(s) of equipment.

ALSO, the district will consider pricing for the annual inspection of all equipment from independent, licensed firms.

SCOPE: Provide service contract for 12-month maintenance of passenger elevators(12), chair lifts(12), and stage lift(1) as specified for the period of June 1, 2009 to May 31, 2010 with options for 2nd and 3rd years.

GENERAL: Utilizing trained personnel, employed and supervised by company, perform necessary monthly service to keep equipment properly adjusted and lubricated to maintain units in operating condition. Company must

- Maintain office staff capable of responding to emergency service calls within a 24-hour period, AND the capability to perform all work during regular working hours (7:30 a.m.-10:00 p.m.) of our regular working days, unless otherwise specified; includes emergency minor adjustment callback service during regular working hours of our regular working days.
- Be licensed to perform annual safety test as prescribed in the American National Standard Safety Code For Elevators and the American National Standard Practice for The Inspection of Elevators; copy of license and insurance certificate to be submitted with bid.

SERVICE REQUIREMENTS: Regularly and systematically examine, adjust, lubricate and, whenever required by the wear and tear of normal elevator usage, repair or replace the equipment (except for the items stated hereafter), using trained personnel directly employed and supervised by the company to maintain the equipment in proper operating condition.

- POWER UNIT, PUMP, MOTOR AND CONTROLLER to include valves, including relief valve, pilot, lowering, leveling and check valves; or any of the parts thereof.
- V-belts, strainers, springs and gaskets.
- Controller relays, contacts, coils, timers, magnet frames and controller wiring, traveling cable and components for entire operating circuit.
- Plunger, guide bearings, packing and packing gland.
- Guide rails and guide shoes.
- Furnish all parts, tools, equipment, lubricants, cleaning compounds and cleaning equipment.
- Relamp all signals as required during regular examinations only.
- Periodically examine and test the hydraulic system and/or governor, safeties and buffers on the equipment, at the company's expense, as outlined in the American National Standard Safety Code For Elevators and Escalators, A.N.S.I. A17.1, current edition as of the date this agreement is submitted. It is expressly understood and agreed that the company will not be liable for any damage to the building structure occasioned by these tests.
- Maintain hoist way pits in clean condition, i.e., no dirt or debris therein.
- Elevator maintenance company shall have all required "tools" or diagnostic instruments to service, program and/or repair existing units. The district does NOT own or possess any of these special instruments.

ANNUAL SAFETY INSPECTION IN ACCORDANCE WITH American Society of Mechanical Engineers A17.1 or A17.3 with billing to be submitted by elevator service company.

## SITE VISITATION

Companies desiring to visit individual sites must submit their intent in writing via email to [lynn.tubbs@gpisd.org](mailto:lynn.tubbs@gpisd.org) Submit emails by 12:00 noon, Wednesday 11<sup>th</sup> March. Visits will occur the week of 16<sup>th</sup> March.

### LOCATIONS:

CAMPUS NAME	ADDRESS	ELBI	DECAL	TYPE	MAKE
Adams	833 Tarrant Road	86	13412	Hydro	Dover
Adams	833 Tarrant Road	86	46020	Lift	Porch-Lift
Arnold	1204 E. Marshall Drive	19003	59126	Lift	Wheel-o-Vator
Boze	202 W College Street	359	13416	Hydro	Esco
Eisenhower	2102 N. Carrier Pkwy	14945	46221	Hydro	Schindler
Eisenhower	2101 N. Carrier Pksy	14945	59119	Lift	Truss Lift
GPHS 10-12 Campus	101 High School Drive	Orchestra Lift	Orchestra Lift	Lift	
GPHS 10-12 Campus	101 High School Drive	72	51024	Lift	Porch-Lift
GPHS 10-12 Campus	101 High School Drive	72	13413	Hydro	Dover
GPHS 10-12 Campus	101 High School Drive	72	13414	Hydro	Dover
GPHS 10-12 Campus	101 High School Drive	18406	55496	Hydro	Thyssen
GPHS 10-12 Campus	101 High School Drive	18169	59514	Lift	Gorventra (?)
GPHS 10-12 Campus	101 High School Drive	Softball Pressbox	51087	Lift	Wheel-o-Vator
GPHS 9th Grade Center	102 High School Drive	16701	49025	Hydro	Schindler
Jackson	3504 Corn Valley Road	19004	59128	Lift	Wheel-o-Vator
Kennedy	2205 S.E. 4th Street	70	13418	Hydro	Otis
Lee	401 E. Grand Prairie Road	Football Pressbox	58000	Lift	Wheel-o-Vator
Rayburn	2800 Reforma Drive	18408	54004	Lift	Wheel-o-Vator
Reagan	4616 E. Bardin Road	19005	59127	Lift	Wheel-o-Vator
SGP 10-12 Campus	305 W. Warrior Trail	Softball Pressbox	51086	Lift	Wheel-o-Vator
SGP 10-12 Campus	301 W. Warrior Trail	69	13421	Hydro	Esco
SGP 9th Grade Center	305 W. Warrior Trail	1358	50149	Hydro	Northern
Travis	525 N.E. 15th Street	87	13415	Hydro	Dover
Truman	1501 Coffeyville Trail	71	13420	Hydro	Dover

# MUST RETURN THIS PAGE

## BIDDER'S CERTIFICATE

This bidder, the below named firm, hereby submits bid prices as shown for furnishing the items listed herein, delivered in the quality and dimensions specified, and subject to the conditions listed under "Bid Specifications and Conditions." Bid prices shown are net and include all charges. Descriptive and illustrative material, including specifications and data sheets, and all other proposals accompanying this bid are considered to be an integral part of this bid offer.

FIRM'S NAME
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ADDRESS
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CITY & STATE	ZIP CODE
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EMAIL
-------

TELEPHONE	FAX
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AUTHORIZED SIGNATURE	DATE
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POSITION WITH COMPANY
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### INTERLOCAL AGREEMENT

Should the governmental, referenced above, elect to participate in this contract, would you, (the contractor) agree that all terms, conditions, specifications, and pricing would apply?  Yes  No

### INSURANCE

Have you included a "Certificate of Insurance" as outlined above?  Yes  No

### LICENSE(S)

Have you included copies of license(s) issued by the State of Texas?  Yes  No

### REFERENCES

Have you included references as outlined above?  Yes  No

# MUST RETURN THIS PAGE

COMPANY NAME:

We offer the following unit price for monthly maintenance as outlined above for:

## SERVICE CONTRACTS

Each Passenger Elevator Monthly \_\_\_\_\_ X 12 = \_\_\_\_\_

Each Stage Lift Monthly \_\_\_\_\_ X 12 = \_\_\_\_\_

Each Wheelchair Lift Monthly \_\_\_\_\_ X 12 = \_\_\_\_\_

## REPAIR COSTS

Regular Rate Per Hour \_\_\_\_\_

Overtime Rate Per Hour \_\_\_\_\_

Parts Marked up \_\_\_\_\_%

We offer the following for:

ANNUAL SAFETY INSPECTION (All equipment) TOTAL \_\_\_\_\_

Upon review will you consider a 2<sup>nd</sup> year option? YES NO If YES, what increase do you anticipate? \_\_\_\_\_%

Upon review will you consider a 3<sup>rd</sup> year option? YES NO If YES, what increase do you anticipate? \_\_\_\_\_%

OUR EXCEPTIONS ARE:

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

## Non-Collusion Statement

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

It is agreed by the undersigned bidder that the signed delivery of this bid/proposal represents the bidder's acceptance of the terms and conditions of this invitation to bid/offer a proposal including all specifications and special provisions.

**Note:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the Grand Prairie Independent School District.

FIRM'S NAME
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NAME OF AUTHORIZED INDIVIDUAL (printed or typed)
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AUTHORIZED SIGNATURE	DATE
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POSITION WITH COMPANY
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## 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.”

This Notice Is Not Required of a Publicly Held Corporation

(I) (We), the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

<b>COMPANY NAME:</b>
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**Check the appropriate box and sign the form.**

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

- My firm is not owned nor operated by anyone who has been convicted of a felony.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felony: \_\_\_\_\_

Details of Conviction(s):   
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**AUTHORIZED SIGNATURE:** \_\_\_\_\_