

NOTICE TO BIDDERS

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

1:30 P.M. – March 27, 2009

FOR:

REFINISHING OF WOOD FLOOR SURFACES

at which time all responses will be publicly opened

Prospective bidders may secure further information and specifications Wednesday 4th March at 2602 South Belt Line Road, Grand Prairie, TX 75052
OR

http://www.gpisd.org/departments/business/purchasing/current_bids.html
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. 09-30

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.

QUESTIONS REGARDING THE
DETAILS OF THIS INVITATION
SHOULD BE ADDRESSED TO BUDDY
DAVIS AT

Buddy.davis@gpisd.org

Or

972.343.4477

Site visits will be scheduled for Wednesday
18th March 2009. You must register your
intent to participate in the visit by emailing
Cheryl Schoeneman by noon 11th March.

Cheryl.schoeneman@gpisd.org

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1.2.0 WITHDRAWAL OF BIDS - Any bid may be withdrawn by the vendor prior to the scheduled time for opening.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 vendor.

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 VENDORS 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 vendor 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 vendors 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.

- 1.9.0 SPECIFICATIONS may be those developed by the Using Department or by the Manufacturer to represent items of regularly manufactured equipment.
- 1.9.1 DISTRICT SPECIFICATIONS have been developed by the Using Department to show minimal standards as to the usage, materials, and contents based on their needs.
- 1.9.2 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.
- 1.9.3 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 vendor, transportation charges collect. Vendor will reimburse GPISD for items returned at invoice cost within 30 days.
- 1.10.0 WARRANTY CONDITIONS for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Bidder 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.
- 1.11.0 GPISD, any of its departments, divisions or campus, is one user and reserves the right to select products and/or supplies from any bid, cooperative agreement such as the General Services Administration or the Department of Information Resources.

2.0.0 EVALUATION OF BIDS/PROPOSALS, in accordance with Article 2368a.3, Section 5, takes into account the following considerations:

2.0.1 Price;

2.0.2 Quality - meets or exceeds specifications;

2.0.3 All chemicals must be certified lead free, non-toxic and will require a MSD sheet (chemicals defined as paints, lacquers, thinners, caulks, fillers, etc.). This documentation must be provided at time of purchase, before payment is approved. All other supply items should be comparable in quality and intended use. **Suitability for intended use:** (paints, pastes, inks, chemicals, markers, etc.) MSD sheet should clearly indicate item number.

2.0.4 Probability of continuous availability;

2.0.5 Vendor's service and date of proposed delivery and placement.

2.1.0 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 or purchases of supplies, materials, or equipment to 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.).

2.2.0 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.

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

3.0.0 CONTRACTS

- 3.0.1 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 bids have been awarded.
- 3.0.2 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.
- 3.1.0 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 the Buyer will return goods to the Seller. Do not include Federal Excise, State or City Sales Tax. Entity shall furnish exemption certificate.

4.0.0 DISCLOSURES

- 4.0.1 By signing this bid, a bidder affirms that he/she has not given, 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.
- 4.0.2 By signing this bid, 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.
- 4.0.3 BIDDER SHALL NOTE any and all relationships that might be a conflict of interest and include such information with the bid.
- 4.1.0 The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others and overpricing refunded within 30 days to GPISD, or in the alternative, Buyer may

cancel this contract without liability to Seller for breach or Seller's actual expense.

4.1.1 In the event of a price decrease to the general trade during the full term of the contract, such decrease must be allowed the District for all configurations and components included in this contract.

5.0.0 SAMPLES, *when called for*, shall be submitted with the bid unless stated otherwise. *Samples shall be clearly tagged to show the bidder's name, address, bid title and product for which the sample is proposed. Samples will not be considered unless identified as requested.* Sample items from the successful bidder may be retained to determine that the quality and workmanship of the delivered items are comparable to the sample.

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.

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

7.1.0 *Organizational Experience:* Vendor 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 vendor 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

8.0.1 **BID SECURITY** shall be furnished with the bids, or prior to the award of the contract. BID SECURITY is required whenever either a PAYMENT BOND or PERFORMANCE BOND IS REQUIRED AS LISTED BELOW. The Bid Security shall consist of a certified check, cashier's check or a bid bond in the amount of five percent (5%) of the total bid which shall be a guarantee to furnish Performance and Payment Bonds. Bid Security shall be to GPISD. The successful bidder's security will be retained until the Contract is signed and the required Performance and Payment Bonds have been furnished.

If any bidder refuses to enter into a contract within thirty (30) days, or fails to furnish the required bonds, GPISD will retain the Bid Security as liquidated damages, but not as a penalty.

8.0.2 **PAYMENT BONDS** are required for bids in excess of \$25,000.00. **PERFORMANCE BONDS** are required for bids in excess of \$100,000.00. The successful bidder will furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the total amount of the contract sum when required as specified in the amounts listed above. Bonding Company (underwriter) shall be currently registered with the Secretary of State and with the State Board of Insurance. Surety must be acceptable to Owner. This bond shall be conditioned upon the faithful performance of the work in accordance with the plans, specification, and contract documents. Said bond shall be for the protection of GPISD and of all claimants supplying labor and material as hereinafter defined, in the prosecution of the work provided in said contract. (Article 5160, Texas School Law Bulletin) This performance and payment bond shall be presented, to owner, within ten (10) days or prior to beginning work, whichever is less.

8.1.0 **INSURANCE**, when required, shall be provided by the successful bidder. This insurance coverage and prescribed limits shall be considered as mandatory minimum amounts. Contractor shall bear sole responsibility for determining limits where large limits are necessary to provide adequate coverage.

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

8.1.1 **Workers' Compensation Insurance Coverage.**

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - 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 vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on

the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project and;

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity 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.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity 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.

(a) A contractor shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:
 - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) 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.

- 8.1.2 Contractor's Bodily Injury Liability - in limits of \$100,000 for each person, \$300,000 for each occurrence and Contractors Property Damage in limits of \$50,000 each accident and \$100,000 aggregate.
- 8.1.3 Contractor's Protective Bodily Injury Liability in limits of \$100,000 for each person, \$300,000 for each occurrence and Contractor's Protective Property Damage in limits of \$100,000 each accident and \$300,000 aggregate.
- 8.1.4 Contractual Bodily Injury Liability in limits of \$100,000 for each person, \$300,000 for each occurrence and Contractual Property Damage in limits of \$50,000 each accident and \$100,000 aggregate.
- 8.1.5 Automotive Bodily Injury Liability covering all contractor-owned vehicles, hired vehicles and non-owned vehicles in the amount of \$100,000 for each person and \$300,000 aggregate, \$100,000 for each accident, \$50,000 property, and \$300,000 aggregate.
- 8.1.6 Owner's Protective Bodily Injury Liability in limits of \$100,000 for each person, \$300,000 for each occurrence and Owner's Protective Property Damage in limits of \$100,000 each occurrence and \$300,000 aggregate.
- 8.1.7 Contractual Liability shall be carried by the Contractor.
- 8.1.8 Standard Builder's Risk Policy against loss or damage by fire and against loss or damage coverage. The amount of the insurance at all times to be 100% of the estimated cost. The policies shall be in the names of the Owner and Contractor and an original policy shall be delivered to the Owner before work is begun.
- 8.2.0 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. **THE DISTRICT AND THE SUCCESSFUL CONTRACTOR WILL DEVELOP A**

SCHEDULE FOR COMPLETION. LIQUIDATED DAMAGES WILL BE IN EFFECT BASED ON THIS SCHEDULE.

- 8.3.1 MATERIALS IN PLACE - The school 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
- 8.3.2 Contractor is responsible for any and all damages to GPISD property including filling of ruts, plant damage, and trash pick up, etc.
- 8.3.3 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.
- 8.3.4 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.
- 8.3.5 Contractor will be responsible for any and all OSHA regulations that are applicable to this project.
- 8.3.6 Contractor will be responsible for compliance with Federal/State and Local codes applicable.

9.0.0 REQUIRED NOTIFICATION

- 9.0.1 Upon notification of potential selections for award, the person or entity submitting this bid 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.).

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.

ALL correspondence, including freight bills, packing slips, invoices and statements must reference the district purchase order assigned as a result of this bid.

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

www.lisd.net/purchasing/NTEPCHomepage1.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.

SPECIFICATIONS

SCOPE: Provide all materials, equipment, and labor for the cleaning and Finishing Hardwood Floors at multiple campuses.

WORK AREAS: Gymnasiums, theater/auditorium stages, including baseboards and steps (stairs) leading to the stage.

GENERAL SPECIFICATIONS

1. Vendor Qualifications
 - a. Must have 10 yrs. floor finishing experience
 - b. Must supply list of five job references completed in last 12 months
 - c. Must supply owner with current financial statement and workmen's compensation verification
 - d. Proof of Insurance
 - e. Felony Conviction Statement
 - f. Non-Collusion Statement

WORK PROCEDURES

1. Floor Preparation
 - A. Remove all gum, tape, etc., with putty knife
 - B. Dry disc, across the grain, the entire floor with #100 disc screens; using one screen per every 1500 sq. ft.
 - C. Reverse disc, with the grain, the entire floor using one screen per every 2000 sq. ft.
 - D. Vacuum entire floor
 - E. Tac-rag complete floor two or more times removing all dust before applying first coat of finish
2. Application of Finish. Products to be used are manufactured by Poloplaz of Jacksonville AR. **(See attachment "A")**
 - a. Apply first coat of finish with lambs' wool applicator only, no spray system or easy-way applications accepted.
 - b. Floor should dry for 24 hrs. before applying second coat of finish

WORK SCHEDULING – The successful contractor will schedule all work through the office of Buddy Davis, Assistant Director of Maintenance.

1. All work shall occur between 7:00 AM and 4:00 PM, Monday through Friday
2. Work may begin June 8, 2009; must be completed August 1; liquidated damages will apply beginning 7:00 a.m., August 1, 2009. All work to be scheduled through the office of Buddy Davis, or his designee.

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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

ADDRESS

CITY & STATE

ZIP CODE

EMAIL

TELEPHONE

FAX

AUTHORIZED SIGNATURE

DATE

POSITION WITH COMPANY

Should these governmental, referenced above, elect to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply? YES NO

The award of this bid will be based on prices submitted for work to be performed summer 2009 AND the projected cost for a 3-year program. Submit pricing for each of the three years.

ATTACHMENT "B" identifies the campuses by year and the work to be performed in each year.

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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.

COMPANY NAME:

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):

AUTHORIZED SIGNATURE: _____

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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

NAME OF AUTHORIZED INDIVIDUAL (printed or typed)

AUTHORIZED SIGNATURE

DATE

POSITION WITH COMPANY

ATTACHMENT "A"

POLO-PLAZ COATINGS* World Class 450

- FORMULATION
 - Solids: 50% (polyurethane/oil resin)
 - VOC: <450 g/L
 - Flash Point: 104°F
 - Solvent: Mineral Spirits (petroleum distillates)

- APPLICATION
 - Low ambering
 - Low Viscosity
 - No Odor

- COVERAGE
 - 500 sq. ft. per gal

Available through
Polo-plaz
1 Paradise Park Rd
Jacksonville AR 72076
1.800.421.7319

ATTACHMENT "B"

MASTER SCHEDULE FOR WOOD FLOOR REFINISHING (3-Year Plan)

CAMPUS	AREA	Sq Ft	WORK FOR YEAR 2009	WORK FOR YEAR 2010	WORK FOR YEAR 2011
Adams	Main	7,050	Clean / Recoat	Screen / Recoat	Clean / Recoat
Adams	Aux	6,450	Screen / Recoat	Clean / Recoat	Screen / Recoat
Arnold	Main	7,400	Screen / Recoat	Clean / Recoat	Screen / Recoat
Arnold	Aux	6,800	Clean / Recoat	Screen / Recoat	Clean / Recoat
Jackson	Main	7,400	Clean / Recoat	Screen / Recoat	Clean / Recoat
Jackson	Aux	6,800	Clean / Recoat	Clean / Recoat	Screen / Recoat
Kennedy	Main	7,410	Screen / Recoat	Clean / Recoat	Screen / Recoat
Kennedy	Aux	6,840	Clean / Recoat	Screen / Recoat	Clean / Recoat
Lee	Main	5,835	Screen / Recoat	Clean / Recoat	Screen / Recoat
Lee	Aux	4,821	Clean / Recoat	Screen / Recoat	Clean / Recoat
Reagan	Main	6,932	Screen / Recoat	Clean / Recoat	Screen / Recoat
Reagan	Aux	6,293	Clean / Recoat	Screen / Recoat	Clean / Recoat
Truman	Main	7,161	Clean / Recoat	Screen / Recoat	Clean / Recoat
Truman	Aux	6,461	Screen / Recoat	Clean / Recoat	Screen / Recoat
GPHS	Turner	8,500	Screen / Recoat	Screen / Recoat	Screen / Recoat
GPHS	Boys	6700	Clean / Recoat	Clean / Recoat	Screen / Recoat
GPHS	Girls	6,680	Clean / Recoat	Screen / Recoat	Clean / Recoat
GPHS /9th	Main	6,700	Screen / Recoat	Clean / Recoat	Screen / Recoat
GPHS /9th	Aux	6,700	Clean / Recoat	Screen / Recoat	Clean / Recoat
SGPHS	Coliseum	16,291	Screen / Recoat	Screen / Recoat	Screen / Recoat
SGPHS	Aux	6,800	Clean / Recoat	Screen / Recoat	Clean / Recoat
SGPHS/ 9th	Main	6,700	Screen / Recoat	Clean / Recoat	Screen / Recoat
SPGHS/ 9th	Aux	6,700	Clean / Recoat	Screen / Recoat	Clean / Recoat
Daniels	Main	5,000	Screen / Recoat	Clean / Recoat	Clean / Recoat

PRICING FOR SUMMER 2009

COMPANY:

CAMPUS	AREA	Sq Ft	WORK FOR YEAR 2009	PRICING	DAYS TO COMPLETE
Adams	Main	7,050	Clean / Recoat		
Adams	Aux	6,450	Screen / Recoat		
Arnold	Main	7,400	Screen / Recoat		
Arnold	Aux	6,800	Clean / Recoat		
Jackson	Main	7,400	Clean / Recoat		
Jackson	Aux	6,800	Clean / Recoat		
Kennedy	Main	7,410	Screen / Recoat		
Kennedy	Aux	6,840	Clean / Recoat		
Lee	Main	5,835	Screen / Recoat		
Lee	Aux	4,821	Clean / Recoat		
Reagan	Main	6,932	Screen / Recoat		
Reagan	Aux	6,293	Clean / Recoat		
Truman	Main	7,161	Clean / Recoat		
Truman	Aux	6,461	Screen / Recoat		
GPHS	Turner	8,500	Screen / Recoat		
GPHS	Boys	6700	Clean / Recoat		
GPHS	Girls	6,680	Clean / Recoat		
GPHS /9th	Main	6,700	Screen / Recoat		
GPHS /9th	Aux	6,700	Clean / Recoat		
SGPHS	Coliseum	16,291	Screen / Recoat		
SGPHS	Aux	6,800	Clean / Recoat		
SGPHS/ 9th	Main	6,700	Screen / Recoat		
SPGHS/ 9th	Aux	6,700	Clean / Recoat		
Daniels	Main	5,000	Screen / Recoat		

PRICING FOR SUMMER 2010

COMPANY:

CAMPUS	AREA	Sq Ft	WORK FOR YEAR 2010	PROJECTED COST	NOTES
Adams	Main	7,050	Screen / Recoat		
Adams	Aux	6,450	Clean / Recoat		
Arnold	Main	7,400	Clean / Recoat		
Arnold	Aux	6,800	Screen / Recoat		
Jackson	Main	7,400	Screen / Recoat		
Jackson	Aux	6,800	Clean / Recoat		
Kennedy	Main	7,410	Clean / Recoat		
Kennedy	Aux	6,840	Screen / Recoat		
Lee	Main	5,835	Clean / Recoat		
Lee	Aux	4,821	Screen / Recoat		
Reagan	Main	6,932	Clean / Recoat		
Reagan	Aux	6,293	Screen/ Recoat		
Truman	Main	7,161	Screen / Recoat		
Truman	Aux	6,461	Clean / Recoat		
GPHS	Turner	8,500	Screen / Recoat		
GPHS	Boys	6700	Clean / Recoat		
GPHS	Girls	6,680	Screen / Recoat		
GPHS /9th	Main	6,700	Clean / Recoat		
GPHS /9th	Aux	6,700	Screen / Recoat		
SGPHS	Coliseum	16,291	Screen / Recoat		
SGPHS	Aux	6,800	Screen / Recoat		
SGPHS/ 9th	Main	6,700	Clean / Recoat		
SPGHS/ 9th	Aux	6,700	Screen / Recoat		
Daniels	Main	5,000	Clean / Recoat		

PRICING FOR SUMMER 2011

COMPANY:

CAMPUS	AREA	Sq Ft	WORK FOR YEAR 2009	PROJECTED COST	NOTES
Adams	Main	7,050	Clean / Recoat		
Adams	Aux	6,450	Screen / Recoat		
Arnold	Main	7,400	Screen / Recoat		
Arnold	Aux	6,800	Clean / Recoat		
Jackson	Main	7,400	Clean / Recoat		
Jackson	Aux	6,800	Screen / Recoat		
Kennedy	Main	7,410	Screen / Recoat		
Kennedy	Aux	6,840	Clean / Recoat		
Lee	Main	5,835	Screen / Recoat		
Lee	Aux	4,821	Clean / Recoat		
Reagan	Main	6,932	Screen / Recoat		
Reagan	Aux	6,293	Clean / Recoat		
Truman	Main	7,161	Clean / Recoat		
Truman	Aux	6,461	Screen / Recoat		
GPHS	Turner	8,500	Screen / Recoat		
GPHS	Boys	6700	Screen / Recoat		
GPHS	Girls	6,680	Clean / Recoat		
GPHS /9th	Main	6,700	Screen / Recoat		
GPHS /9th	Aux	6,700	Clean / Recoat		
SGPHS	Coliseum	16,291	Screen / Recoat		
SGPHS	Aux	6,800	Clean / Recoat		
SGPHS/ 9th	Main	6,700	Screen / Recoat		
SPGHS/ 9th	Aux	6,700	Clean / Recoat		
Daniels	Main	5,000	Clean / Recoat		