



CSP 22-111122 Addendum 1

John Cook & Associates

Supplier Response

Event Information

Number: CSP 22-111122 Addendum 1
Title: 2023 HVAC Renovation, Aledo ISD Early Childhood Academy
Type: Competitive Sealed Proposal
Issue Date: 11/11/2022
Deadline: 11/29/2022 02:00 PM (CT)
Notes: Aledo Independent School District will accept Competitive Sealed Proposals for the **2023 HVAC Renovation, Aledo ISD Early Childhood Academy.**

Aledo ISD requests that bidders submit this bid electronically at <https://aledoisd.ionwave.net/Login.aspx> **NO** emailed or faxed submissions will be accepted. The District is not responsible for late, incomplete or non-delivery of proposals.

Although we are legally required to accept paper bids, we strongly request bidders submit electronically. Please feel free to contact the Aledo ISD Business Office at 817-441-5111 option #4 if you require any assistance with this submittal. When filing this bid electronically, please do not send us a paper copy, as the electronic version will prevail.

ENGINEER: EMA Engineering & Consulting
328 South. Broadway Ave.
Tyler, Texas 75702
Phone: (903) 581 2677

Specific questions pertaining to this CSP must be directed in writing to the Ionwave bid or by email to **J. Scott Clendenin with EMA Engineering and Consulting at sclendenin@emaengineer.com** no later than November 23, 2022 at 2:00 p.m. **EMA Project No. 1 001 0212 001**

Drawings and specifications may be examined at the following locations: TEXO/AGC/iSqFt Plan Room, Lawton Reprographic Centers (14305 Inwood Road, Dallas, TX 75244, Phone: 800-364-2059); DFW Minority Business Council (2710 N. Stemmons Freeway, Suite 900, North Stemmons Tower, Dallas, Texas 75207, Phone: 214-630-0747); and Virtual Builders (5430 LBJ Freeway, Suite 1200, Dallas, Texas 75240, Phone: 214-687-9000).

The link to access bid plans and specifications is as follows:

[Plans and Specifications](#)

A pre-proposal conference will be held at Aledo ISD Early Childhood Academy, 408 S FM 1187, Aledo, Texas at 10 AM. CST on November 18, 2022. It is highly recommended that companies that submit proposals attend.

Contact Information

Contact: Cynthia Poole
Address: 1008 Bailey Ranch Road
Aledo, TX 76008
Email: cpoole@aledoisd.org

John Cook & Associates Information

Address: 11705 Seagoville Rd
Balch Springs, TX 75180
Phone: (972) 286-7266

By signing the Execution of Offer and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas of this CSP and (b) do not place any requirements on Aledo ISD that are not set forth in this CSP or in the Appendices to this CSP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with Aledo ISD as specified herein and that such intent is not contingent upon Aledo ISD's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

Gabriel Brown

Signature

Submitted at 11/29/2022 01:48:50 PM (CT)

gabe@johncookassociates.com

Email

Requested Attachments

W9

W-9 JCA signed 2022.pdf

Please upload the current copy of your W9 here.

Conflict of Interest Questionnaire

Conflict of Interest Questionnaire.PDF

Please download the Conflict of Interest Questionnaire, located on the "Attachments" tab,

Form 1295

Aledo ISD Certificate of Interested Parties.PDF

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

Compliance Certificate

Aledo ISD Compliance Certificate.PDF

Please download the Compliance Certificate, located on the "Attachments" tab, complete and upload the document here.

Insurance Agent Affidavit

Insurance Affidavite & Bond.pdf

Please download the Insurance Agent Affidavit, located on the "Attachments" tab, complete and upload the notarized document here.

Certificate of Insurance

JCA Sample Cert exp 2023.pdf

Please upload your Certificate of Insurance (COI) here.

Notarized A.I.A. Document A305

AIA A305.pdf

Please upload your notarized Contractor's Qualification Statement on A.I.A. Document A305

Complete List of Subcontractors

Subcontractor List.PDF

Please download the List of Subcontractors form, located on the "Attachments" tab, complete and upload the document here if applicable.

Proposed Substitute Products

No Substitutions.docx

Per Instructions to Proposers, Article 7, Substitute or "Or-Equal" Items, upload those items if applicable.

Bid Attributes

1 SECTION 0

PROPOSAL AND CONTRACT REQUIREMENTS

2 Instructions to Proposers

The **Instructions to Proposers** are included as an attachment to this bid. All proposers are required to read, understand and follow the instructions. There are references to forms or actions required to be completed for this bid.

There are 69 attributes, including this one, associated with this bid. Some are notes and require no response, but most have a required response.

****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****

I agree to read and follow the instructions (I agree to read and follow the instructions)

3 Successful Bid/Proposal Response Submittal

All bids must be **SUCCESSFULLY** submitted before the due date and time regardless of your organization's ability to submit bids online. It is the Contractor's sole responsibility to ensure that bid documents successfully arrive before the due date and time. The District's online bidding application utilizes the Internet and the World Wide Web, which is comprised of systems that are completely out of the District's control. It is highly recommended that the suppliers allow themselves enough time to complete a successful submission.

Aledo ISD prefers responses be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Business Office, in a sealed envelope by the date and time stated in this bid event. The sealed envelope must have plainly marked the Bid # and Bid Name. No fax or email submissions will be accepted. Only one format is needed. Manual submission shall consist of one (1) original hard copy and one (1) electronic flash drive. For any questions, please contact the Aledo ISD Business Office at 817-441-5111 Option #4.

By submitting a bid, each proposer agrees to waive any claims it has or may have against the owner, the engineer, and their respective officers, trustees, employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid; waiver of any requirements under the bid documents, or contract documents; acceptance or rejection of any bid; and award of the contract.

Do not wait until the last minute!

No bid may be withdrawn prior to the opening of bids without written request (addressed to the Aledo ISD Business Office) by an authorized agent of the proposing firm and upon written approval by the District. Bids become the property of Aledo ISD upon receipt. The Contract will be awarded to the best qualified responsible proposer which will provide the district with the best value in performance, service, and end results. Aledo ISD reserves the right to accept any of the proposals submitted or to reject any or all proposals and to waive informalities and irregularities in the proposals.

4 False Statement

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF PROPOSER'S OFFER AND THE PROPOSER MAY BE REMOVED FROM ALL PROPOSAL LISTS AT ALEDO ISD (AISD). A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT ALEDO ISD'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

5 Response Attachments Required

All vendors must execute the required forms in "**RESPONSE ATTACHMENT**" TAB (or otherwise requested herein) for CSP to be considered responsive. The name of the representative on these forms should be the same. All supplemental information required by the CSP must be included with the CSP. Failure to provide complete and accurate information may disqualify the vendor.

UPLOAD ALL REQUIRED DOCUMENTS AND FORMS TO THE "RESPONSE ATTACHMENTS" TAB.

6 Bid Inquiries and/or Clarifications

All communications shall go through the Business Office during the competitive process. All questions received and the corresponding answers will be distributed to all proposers. Verbal responses will not be provided. You may click on the "Questions" tab in the lonwave system to submit your question(s) or you may email your questions to: J. Scott Clendenin with EMA Engineering and Consulting at sclendenin@emaengineer.com, on or before the stated cut off date for questions. It is the Contractor's responsibility to check this website for addenda postings prior to submitting responses.

As of the issuance date of this solicitation and continuing until the final date for submission of bids, contact between vendors and Aledo ISD employees, except for staff members of the Business Office, is strictly prohibited. All personnel representing Aledo ISD are specifically directed not to hold meetings, conferences or technical discussions with any other vendor for purposes of responding to this solicitation. Any vendor found to be acting in any way contrary to this directive will be disqualified from entering into any contract that may result from this solicitation.

7 Proposal Opening

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Business Office at 817-441-5111.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

8 Evaluation Criteria

Bids will be evaluated by the following factors and criteria.

1. The Purchase Price (45 points)
2. Proposer's experience (years as an installer) and reputation for quality of work. (17.5 points)
3. Proposer's proven past performance and quality of work with references of like-sized projects (17.5 points)
4. Conformance with proposed contract document requirements. (10 points)
5. Proposed warranty coverage (5 points)
6. Attendance at the pre-proposal conference. (5 points)

Per Texas Education Code, Subchapter B, Sec. 44.031(b)* ALL CONTENTS PROVIDED IN THIS SOLICITATION WILL BE CONSIDERED AS AN EVALUATION FACTOR.

Tie proposals, which are equal in all respects, shall be resolved and awarded in accordance with Local Government Code (Texas) Para. 271.901. Otherwise proposals, which reflect a tie in price only, may be awarded pursuant to the permissible factors listed in Texas Education Code, Subchapter B, Sec. 44.031(b) and set forth in the factors and points above.

9 Proposal Security

Proposal Security in the amount of 5% of proposal must accompany each proposal in accordance with the Instructions to Proposers. The successful proposer shall provide a Performance and Payment Bond.

I have read and agree (I have read and agree)

1
0 **Assignment**

The successful Proposer may not assign its rights and duties under an award without the written consent of the District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

This is your electronic signature.

I agree (I agree)

1
1 **Termination**

Aledo ISD shall have the right to terminate for default all or part of a resulting contract if the firm breaches any of the terms hereof or if the firm becomes insolvent or files any petition in bankruptcy. Such right of termination is an addition to and not in lieu of any other remedies which Aledo ISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

Aledo ISD has the right to terminate a resulting contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the vendor of a "Notice of Termination" specifying the extent to which performance here under is terminated and the date upon which such termination becomes effective.

Aledo ISD may terminate a resulting contract and debar the firm from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

This is your electronic signature.

I agree (I agree)

1
2 **Prevailing Wage Rates**

All Contractors shall comply with prevailing wage rates in accordance with the civil statutes of the State of Texas. Please read Exhibit "A" - Prevailing Wage Rate under the Attachments Tab.

I have read and agree with Exhibit "A" (I have read and agree with Exhibit "A")

1
3 **Contractor Requirement**

The Contractor shall be in the prime business as mechanical/general contractor and shall have been in business seven continuous years under the company submitting a proposal on this project. Specific related mechanical experience is required. All Proposers shall visit the job site before submitting proposal.

I have read and agree (I have read and agree)

1
4 **Proposer Affirmations**

By submitting the proposal and entering your first and last name in the box below, you are digitally signing that you agree to the following:

1. To hold the proposal open for 60 days after proposal receiving date.
2. To accept the provisions of the Instructions to Proposers regarding disposition of proposal security.
3. To enter into and execute a contract, if awarded on the basis of this proposal.
4. To accomplish the work in accordance with the Contract Documents.
5. To start work upon receipt of contract and to furnish all requirements. To coordinate with the on-going campus programs. To substantially complete all work by **August 4, 2023** and complete all work by **September 23, 2023**.
6. To deliver within ten days of receipt of contract all required submittals, list of all suppliers, and a schedule of work.
7. To perform all the work as described within these Contract Documents for the prices proposed under the line items tab. It is understood that Aledo Independent School District reserves the right to accept or reject any and all proposals, and has the right to accept or reject parts of the proposal packages.
8. To verify all existing conditions and all work required for the services as outlined by the specifications. Add-ons resulting from oversight by Proposer during the verification process will not be accepted.
9. I understand a Performance Bond, Payment Bond and Bid Bond are required.
10. I have visited the campus and understand the site conditions and work required. I will provide all work turn-key.
11. The cost of all bonds, insurance, and guarantees are included in the proposal prices.
12. I understand liquidated damages apply from date of substantial completion until all work is complete at all sites and acceptable by Engineer and Owner (See General Conditions and Supplementary Conditions).
13. I have read and understand the Proposal Documents and the contract documents, and this Proposal is made in accordance with the Proposal Documents.
14. To perform all work to take any required actions, including the furnishings of all supervision, labor, materials, tools, machinery, equipment, insurance, services, and transportation required for the accomplishment and completion of Aledo ISD Early Childhood Academy – 2023 HVAC Replacement. Aledo Independent School District encourages the use of sustainable products. Proposer must have sufficient equipment to handle emergencies such as flooding, wet carpet, etc. Services are to be rendered in a workmanlike manner, in accordance with the provisions of the contract.
15. Proposer is responsible for any and all damages, cost, injuries (including death), or other liabilities whatsoever to any person or property caused by Proposer's negligence, gross negligence, or intentional act, whether or not covered by insurance.
16. The proposer shall provide appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.

Gabriel Brown

1
5 **Furnishing Products and/or Services**

Proposer offers and agrees to furnish to Aledo ISD the products and/or services more particularly described in its proposal, at the prices quoted in the proposal documents and contained herein.

I agree (I agree)

1
6 **No Influence Toward District Employees**

Proposer affirms that he/she has not given, 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 submitted bid.

I agree (I agree)

1 7	Texas Franchise Tax A corporate proposer certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code or that the corporate proposer is exempt from the payment of such taxes or that the corporate proposer is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. <input checked="" type="checkbox"/> I agree (I agree)
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1 8	Federal Antitrust Laws The proposer hereby certifies that neither the proposer nor the firm, corporation, partnership or institution represented by the proposer or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, codified in Section 15.01, et. Seq., Texas Business and Commerce Code or the Federal antitrust laws, nor communicated, directly or indirectly, the proposal made to any competitor or any other person engaged in such line of business. <input checked="" type="checkbox"/> I certify (I certify)
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1 9	Reputable Entity Proposer is a reputable company regularly engaged in providing products and/ or services necessary to meet the terms, conditions and requirements of the CSP. <input checked="" type="checkbox"/> I agree (I agree)
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2 0	Necessary Skills Proposer has the necessary experience, knowledge, abilities, skills and resources to satisfactorily perform the terms, conditions and requirements of the CSP. <input checked="" type="checkbox"/> I agree (I agree)
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2 1	Compliance with Applicable Laws and District Policies Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances. Proposer also agrees to be in compliance with Aledo ISD district policies. District policies can be found at this link: Aledo ISD District Policy <input checked="" type="checkbox"/> I agree (I agree)
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2 2	Proposer's Understanding Proposer understands (i) the requirements and specifications set forth in the CSP and (ii) the terms and conditions set forth in the contract under which proposer will be required to operate. <input checked="" type="checkbox"/> I agree (I agree)
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2 3	Insurance Requirement Proposer, if selected by Aledo ISD, will maintain insurance as required by the Contract. <input checked="" type="checkbox"/> I agree (I agree)
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2 4	Proposer's Representations All statements, information and representations prepared and submitted in response to this CSP are current, complete, true and accurate. Proposer acknowledges that Aledo ISD will rely on such statements, information and representations in selecting the successful proposer. If selected by Aledo ISD as the successful proposer, proposer will notify Aledo ISD immediately of any material change in any matters with regard to which proposer has made a statement of representation or provided information. <input checked="" type="checkbox"/> I agree (I agree)
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2 5	<p>Authority to Sign</p> <p>By signature hereon, proposer certifies that the individual signing this document and the documents made part of the CSP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of proposer's proposal.</p> <p><input checked="" type="checkbox"/> I certify (I certify)</p>
2 6	<p>Statement of Qualifications</p> <p>By signature hereon, proposer certifies as follows: "Under Section 2254.004, Texas Government Code, the bidder or applicant certifies that each individual or business entity which is an engineer or architect proposed by proposer as a member of its team was selected based on demonstrated competence and qualifications only."</p> <p><input checked="" type="checkbox"/> I certify (I certify)</p>
2 7	<p>No Relationship With District</p> <p>By signature hereon, proposer certifies that no relationship, whether by relative, business associate, capital-funding agreement or by any other such kinship, exists between proposer and Aledo ISD.</p> <p><input checked="" type="checkbox"/> I certify (I certify)</p>
2 8	<p>No Compensation for Participation</p> <p>By signature hereon, proposer affirms that no compensation has been received for participation in the preparation of the specification for this CSP (ref. Section 2155.004 Texas Government Code).</p> <p><input checked="" type="checkbox"/> I affirm (I affirm)</p>
2 9	<p>OHSA Compliance</p> <p>Proposer represents and warrants that all articles and services quoted in response to this CSP meet or exceed the safety standards established and promulgated under the federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.</p> <p><input checked="" type="checkbox"/> I certify (I certify)</p>
3 0	<p>EEOC & Affirmative Action</p> <p>By signature hereon, proposer signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.</p> <p><input checked="" type="checkbox"/> I agree (I agree)</p>
3 1	<p>Hold Harmless</p> <p>By signature hereon, proposer agrees to defend (with Aledo ISD choosing defense counsel), indemnify and hold harmless Aledo ISD, all of its board members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs and expenses (including reasonable attorneys' fees and court costs), damages and liabilities, arising out of, connected with or resulting from any negligent or willful acts or omissions of proposer or any agent, employee, subcontractor or supplier of proposer in the execution or performance of any agreements or other contractual arrangements, which may result from the submission of proposer's proposal.</p> <p><input checked="" type="checkbox"/> I agree (I agree)</p>

3
2 **Felony Conviction Notice**

Texas Education Code, 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 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 of the contract."

Please select the statement that applies to your company regarding the Felony Conviction Notification Publicly held corporation-

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

No = My firm is not owned nor operated by anyone who has been convicted of a felony.

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

3
3 **Felony Conviction Details**

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

3 Code of Conduct

4

Vendors and their suppliers, installers and all others working on Aledo 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.

1. Vendors employees, installers and suppliers who will be entering the district site should check in with the Aledo ISD designated representative.
2. Vendors employees, installers and supplier must wear picture ID badges while on Aledo ISD property. See Criminal Background Check Notification attribute included in this proposal.
3. The use of any tobacco products are PROHIBITED on school property. These prohibited items include but are not limited to cigarettes, cigars, chewing tobacco and snuff.
4. Drugs and alcoholic beverages are PROHIBITED.
5. The use of vulgar or improper language is PROHIBITED. Aledo ISD will determine on a case by case basis what constitutes vulgar or improper language.
6. Unacceptable behavior including physical or verbal intimidation, horseplay, or fighting by any individual on school property/projects will result in immediate removal from site. Aledo ISD staff will determine unacceptable behavior.
7. 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 Aledo ISD to make up any scheduling.
8. ALL CONTACT WITH STUDENTS IS STRICTLY PROHIBITED.
9. 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.
10. Vendor's employees, installers and suppliers will promptly leave the school campus at the end of each work shift.
11. 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.
12. Vendor's employees, installers and suppliers shall submit such background information as may be requested by Aledo ISD to perform criminal background evaluations/investigations.
13. 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 Aledo ISD property where students are present:
 - Any offense against a child.
 - Any sex offense.
 - Any crimes against persons involving weapons or violence.
 - Any felony offense against property; or
 - Any other offense that Aledo ISD believes might compromise the safety of students, staff or property.

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.

I agree (I agree)

35 Prohibition on Contracts with Certain Companies (SB 252)

As per Section 2252.151-154 of the Texas Government Code, added by SB 252, 75th Legislature, R.S. (2017), all bidders must agree to the following:

I, the undersigned vendor, do hereby certify that the company I represent, is not identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. A "Foreign Terrorist Organization," means an organization designated as a foreign terrorist organization as defined by the United States Secretary of State as authorized by federal law.

Pursuant to Texas Government Code, Chapter 2252, Sec. 2252.152 and Sec. 2252.153, I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806-051, Section 807.051 or Section 2253.153. I further certify that should the named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify Aledo ISD Purchasing Department.

This is your electronic signature.

I certify (I certify)

36 Prohibition on Contracts with Companies Boycotting Israel (HB 89)

The undersigned authorized representative of the company named in this CSP (hereinafter referred to as Company), pursuant to Texas Government Code Chapter 2270, verifies, represents and warrants to the Aledo ISD that the company:

1. Does not boycott Israel, and;
2. Will not boycott Israel during the term of the contract (if any) between the named company, business or individual with the Aledo ISD

This statement will also be included in any contract that may result from this procurement. Pursuant to Texas Government Code Sections 2270.001 and 808.001:

1. Boycott Israel means 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 specifically 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; and
2. "Company" means a for-profit sole proprietorship, organization, 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 those entities or business associations that exist to make profit.

This requirement became effective on September 1, 2017 resulting from the passage of House Bill 89.

Note: On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this this statute until further order of this or higher court having jurisdiction over the issue.

The company shall indemnify and hold harmless the Aledo ISD its officials and employees from any and all claims, damages, expenses and costs of any nature based upon Aledo ISD reliance on this verification.

This is your electronic signature.

I agree (I agree)

37 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.

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

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter Aledo ISD

Box 3: Please use Aledo ISD's solicitation (bid) number **CSP# 22-111122** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

38 Prohibition From Contracting With Abortion Provider (SB22)

Pursuant to Texas Government Code Chapter 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal in response to the request for proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship.

This is your electronic signature.

I certify (I certify)

39 Energy Company Boycott

As required by Texas Government Code Ann. Chapter 2274, if Vendor has ten (10) or more employees, is not a sole proprietorship, and if the value of the Vendor's bid or proposal has a value of \$100,000 or more, the Vendor certifies by submitting Vendor's bid or proposal that it does not boycott energy companies and will not during the term of any contract with Aledo ISD, unless excepted by that law.

I certify (I certify)

40 Firearm Entity/Trade Association Nondiscrimination

If Vendor is not a sole proprietorship, has ten (10) or more employees, and the value of Vendor's bid or proposal has a value of \$100,000 or more, Vendor certifies by submitting Vendor's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with Aledo ISD, unless excepted from that law.

I certify (I certify)

4 1	Resident/Nonresident Certification Texas Government Code Chapter 2252, Subchapter A, establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. <input type="text" value="My company is a Resident Proposer"/>
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4 2	Nonresident Proposer's Certification If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located): Company Name, Address, City, State, Zip Code Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? Yes or No If so, what is the prescribed amount or percentage? <input type="text" value="11705 Seagoville Rd, Balch Springs, Tx 75180"/>
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4 3	Certificate Regarding Debarment Suspension By signature hereon, proposer certifies that it nor its principals are suspended, debarred/proposed for debarment, declared ineligible or voluntarily excluded from the award of contract by the US federal government procurement or non-procurement programs. <input checked="" type="checkbox"/> I certify (I certify)
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4 4	Cost of Responding All costs directly or indirectly related to preparation of a response to the CSP and clarifying a proposal, shall be the sole responsibility of and shall be borne by each proposer. <input checked="" type="checkbox"/> I agree (I agree)
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4 5	Proposer's Qualification Form Please download and read the Proposer's Qualification Form in the Attachments tab. <input checked="" type="checkbox"/> I have read and agree with this document (I have read and agree with this document)
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4
6 **Reference Requirements**

A Proposer must submit five (5) client references for which similar services have been performed within the past three (3) years. AISD may make such investigations as it deems necessary to determine the Proposers ability to provide satisfactory performance in accordance with the specifications, and the Proposers shall furnish AISD all such information and data for this purpose as AISD may request. Please make sure that ALL reference information provided is current and accurate.

Include:

1. Organization Name
2. Address
3. Contact Person
4. Telephone number
5. Email address
6. Scope of project completed with this organization.

Note: Failure to supply complete reference information may be grounds for bid/proposal disqualification. It is the vendor's responsibility to make appropriate assurance that the references provided are aware that Aledo ISD will be contacting them for a reference check. Failure of the references to timely respond to our reference check will directly impact the points assigned for this information on the selection process.

I have read and understand the references requirements. This is my electronic signature.

I agree (I agree)

4
7 **Reference 1**

Reference Number 1.

Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization.

Carrollton Farmers Branch ISD
1445 Perry Rd, Carrollton, Tx 75006
Bobby Shaw
469-289-8651
shawro@cfbisd.edu
We have done multiple HVAC jobs for the district.

4
8 **Reference 2**

Reference Number 2.

Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization.

Coppell ISD
200 S Denton Tap Rd, Coppell, Tx 75019
Genaro Lopez
214-830-3374
We are doing HVAC work for the district under contract from a GC.

4
9

Reference 3

Reference Number 3.

Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization.

Desoto ISD
200 E Belt Line Rd, Desoto, Tx 75115
Don Lester
214-478-2611
dlester@desotoisd.org
HVAC replacement at multiple campuses.

5
0

Reference 4

Reference Number 4.

Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization.

Canton ISD
1045 S Buffalo St, Canton, Tx 75103
Dusty Spencer
903-274-6736
dspencer@cantonisd.com
Replacement of FCU units throughout the HS.

5
1

Reference 5

Reference Number 5.

Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization.

McKinney ISD
1 Duvall St, McKinney, Tx 75069
Floyd Kinkaid
214-930-3275
fkinkaid@mckinneyisd.net
We have done HVAC work for the district on multiple projects.

5
2

Authorized Representative Name and Title

As the authorized representative to submit this proposal, I certify that any terms, conditions. or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they:

- a. do not conflict with the laws of the State of Texas of this CSP, and
- b. do not place any requirements on Aledo ISD that are not set forth in this CSP or in the Attachments to this CSP

I further certify that the submission of this proposal is my good faith intent to enter into the Agreement with Aledo ISD as specified herein and that such intent is not contingent upon Aledo ISD's acceptance or execution of any terms, conditions, or other documents attached to or referenced in this proposal.

Gabriel Brown

5 3	Authorized Representative Address Please enter the Proposer's address for communications regarding this proposal. <input type="text" value="Gabe@johncookassociates.com"/>
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5 4	Authorized Representative Telephone Number Please enter the Proposer's telephone number for communications regarding this proposal. <input type="text" value="972-286-7266"/>
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5 5	Texas Mechanical License Number (if mechanical) Enter your Texas Mechanical License Number. If not applicable, enter N/A <input type="text" value="TACLA0012112C"/>
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5 6	Agreement Form Contract shall be prepared on "Standard Form of Agreement Between Owner and Contractor". On the Basis of A Stipulated Price, Form EJCDC C-520. <input checked="" type="checkbox"/> I agree (I agree)
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5 7	Non-Collusive Bidding Certificate NON-COLLUSIVE BIDDING CERTIFICATE- By submission of this bid or proposal, the vendor certifies that: a) This bid or proposal has been independently arrived at without collusion with any other vendor/bidder or with any competitor. b) This bid or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties being applicable to the bidder as well as to the person signing on its behalf. FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR YOUR BID OR PROPOSAL TO BE REJECTED. Please check if you agree to the Non-Collusive Bidding statements above. This is your electronic signature. <input checked="" type="checkbox"/> I agree (I agree)
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5 8	Performance Bond Form Awarded Contractor shall furnish a Performance Bond for 100% of the work. The Performance Bond(s) shall be prepared on a form acceptable to the Owner and must identify compliance with the provisions of Article 5160 of the Revised Civil Statutes of Texas and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said Article. The Surety must be authorized to do business under a Certificate of Authority issued by the State of Texas and hold Certificates of Authority as an acceptable Surety on the Current Department of the Treasury listing as found in the Federal Register. The bond shall be a U.S.A. company and located in U.S.A. <input checked="" type="checkbox"/> I agree (I agree)
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59	Labor and Material Payment Bond Awarded Contractor shall furnish a Labor and Material Bond for 100% of the value of the work. The Labor and Material Payment Bond(s) shall be prepared on a form acceptable to the Owner and must identify compliance with the provisions of Article 5160 of the Revised Civil Statutes of Texas and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said Article. The Surety must be authorized to do business under a Certificate of Authority issued by the State of Texas and hold Certificates of Authority as an acceptable Surety on the Current Department of the Treasury listing as found in the Federal Register. The bond shall be a U.S.A. company and located in the U.S.A. <input checked="" type="checkbox"/> I agree (I agree)
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60	General Conditions 1. GENERAL: A. National Society of Professional Engineers, Document EDCDC No. C-700, "General Conditions of the Construction Contract", 2013 Edition, is hereby made a part of this Contract and shall apply to all Contractors and Subcontractors. B. Copies of the above mentioned document as referred to herein, are on file and may be referred to at the Engineer's office at 328 South Broadway Ave., Tyler, Texas, or may be purchased from the National Society of Professional Engineers, 1420 King Street, Alexandria, Virginia 22314, phone 703-684-4811. <input checked="" type="checkbox"/> I have read and agree (I have read and agree)
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61	Supplementary Conditions Under the Attachments tab, read and agree to the Supplementary Conditions. <input checked="" type="checkbox"/> I have read and agree with this document (I have read and agree with this document)
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62	SECTION 1 GENERAL PROVISIONS
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63	General Requirements Under the Attachments tab, read and agree to the General Requirements. <input checked="" type="checkbox"/> I have read and agree with this document (I have read and agree with this document)
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64	Allowances Under the Attachments tab, read and agree to the Allowances. <input checked="" type="checkbox"/> I have read and agree with this document (I have read and agree with this document)
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65	SECTION 2 EXISTING CONDITIONS
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66	Selective Demolition Under the Attachments tab, read and agree to the Selective Demolition. <input checked="" type="checkbox"/> I have read and agree with this document (I have read and agree with this document)
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67	SECTION 3 PLAN DRAWINGS AND SPECIFICATIONS (PROJECT MANUAL)
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6 **Access and Review of Plans and Specifications of Project**

8 I certify that I was able to access the plans and specifications of the project from either the link provided in the event details, on Aledo ISD's website bidding pages, and/or in this attribute. If I was not able to access these documents via the provided link, I viewed the documents at the address provided in the advertised invitation to bid.

[Plans and Specifications](#)

I certify (I certify)

6 **Addendum #1 Acknowledgement**

9 The following changes were made via Addendum #1:

Attachment was added, File Name: '1 001 0212 001 - Aledo ISD ECA 2023 HVAC Renovations - ADDENDA 1.pdf'
Description: 'Addendum No. 1'

I have read and agree (I have read and agree)

Bid Lines

1 **Base Proposal:**

Please enter the total lump sum for the replacement of existing HVAC systems and all associated electrical, EMCS, plumbing, etc for a turnkey project.

Price: Total:

Item Notes: The above proposal price does not include a contingency allowance.

Supplier Notes:

Item Attributes

1. HVAC Equipment Delivery

All HVAC equipment (RTUs) shall be delivered to Aledo Independent School District no later than May 1, 2023. Aledo ISD shall protect and store the equipment until demolition of the existing equipment has occurred and the building is made ready for the installation of the new equipment .

I have read and agree. (I have read and agree.)

2. Alternative delivery dates (if applicable):

3. Lennox

4. Aaon

5. Trane

2 **Construction Contingency**

Price: Total:

Response Total: \$918,900.00