



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: October 18, 2023

Agenda Section: Consent

Agenda Item Title: Approval of RFP 2023-14 3M Safety and Security Window Film Installation

From: Tony Kingman, Chief Financial Officer

Additional Presenters if Applicable: N/A

Description: On May 31, 2023 the Texas Education Agency (TEA) released the adopted Texas Administrative Code Rules Concerning School Facilities. One of the new requirements states that at minimum all windows, except when inside an exterior secured area, all ground- level windows near exterior doors and that are of a size and position that permits entry from the exterior if broken shall be constructed or modified such that the glass cannot be easily broken and allow an intruder to enter through the window frame.

In an effort to comply, the district has solicited bids from vendors to provide window film at all our educational facilities. Please find enclosed the pricing submitted by the vendors to achieve this district wide.

Historical Data: n/a

Recommendation: Recommend Board of Trustees to approve Commercial Window Shield as the awarded vendor that proposed the lowest bid compared to other proposals evaluated through the bidding process.

Purchasing Director and Approval Date: Victoria Cantu, October 6, 2023

Funding Budget Code and Amount:

Goals: 3. SSAISD will implement program initiatives and activities that reflect a commitment to preparing 100% of students for post-secondary educational or career paths.



RFP 2023-14

3M Safety and Security Window Film Installation Services

Friday, Sept 8, 2023	<p>1st advertisement on Express Newspaper <i>(Per Texas Education Code, bidding opportunities are to be posted on the local newspaper at a minimal of 2 days, in a two week period)</i></p>
Friday, September 15, 2023	<p>2nd advertisement on Express Newspaper <i>(Per Texas Education Code, bidding opportunities are to be posted on the local newspaper at a minimal of 2 days, in a two week period)</i></p>
Wednesday, Sept 20, 2023 2:00 pm	<p>Vendor Questions due on Ionwave <i>(Interested vendors have the opportunity to ask questions regarding the bidding opportunities as it pertains to the scope of work, bid details, etc. All questions are to be submitted on Ionwave for public view)</i></p>
Monday, September 25, 2023 5:00 pm	<p>Addendum due <i>(Vendor questions are to be answered by this given date. All responses are posted on Ionwave for public view)</i></p>
Friday, September 29, 2023 4:00 pm	<p>Virtual Bid Opening <i>(Committee Members are to refer to their invite sent via outlook calendar. The purpose of the Bid opening is to disclose the names of the proposals received. Interested Vendors must submit proposals by this given date)</i></p>
TBD	<p>Evaluation Meeting SSAISD Administrative Building, Board Room 101 1450 Gillette Blvd <i>(Committee members will meet to discuss and score proposals received. Depending on the number of submissions received, an additional meeting will be needed. Laptops are needed.)</i></p>
October 18, 2023 (Tentative)	<p>Recommendation (s) made to Board of Trustees SSAISD Board Meeting</p>

Scoring Summary

2023-14 3M Safety and Security Window Film Installation Services

Supplier	Rank	Score	Standard Evaluation Scoring Sheet								
			Purchase Price	Reputation of the Vendor's Goods or Services	Quality of the Vendor's Goods or Services	Extent to which the Goods or Services Meets the District's Needs	Vendor's Past Relationship with the District	References	SWMBE Certifications	The total cost to the District to acquire the vendor's goods or services	Value added incentives beneficial to the District.
		100	30.00	10.00	10.00	20.00	5.00	5.00	6.00	5.00	9.00
Commercial Window Shield	1	91.50	30.00	10.00	10.00	20.00	2.50	5.00	6.00	5.00	3.00
Solar Vision Inc	2	88.00	23.50	10.00	10.00	20.00	2.50	5.00	6.00	4.00	7.00
Sunsafe Film	3	81.00	18.50	10.00	10.00	20.00	2.50	5.00	4.50	2.50	8.00
Basic IDIQ, Inc.	4	79.50	18.50	10.00	10.00	20.00	2.50	4.50	2.00	3.00	9.00
AZTECA Designs, Inc.	5	77.50	10.50	10.00	10.00	20.00	5.00	5.00	6.00	2.00	9.00
Blink Marketing Inc	6	77.50	21.50	10.00	10.00	20.00	2.50	5.00	2.00	3.50	3.00
Flip Lok LLC	7	71.00	7.50	10.00	10.00	20.00	2.50	5.00	6.00	1.00	9.00
NGS Films And Graphics	8	70.50	12.50	10.00	10.00	20.00	2.50	5.00	2.00	2.50	6.00
EPIC SOLAR CONTROL, LLC	9	69.50	8.50	10.00	10.00	20.00	2.50	4.00	6.00	1.50	7.00
		78.44	16.78	10.00	10.00	20.00	2.78	4.83	4.50	2.78	6.78

Evaluators
Gutierrez, Moses
Rocha, Andy



2023-14 Addendum 1

Commercial Window Shield

Mid-Atlantic Service & Supply Corporation

Supplier Response

Event Information

Number: 2023-14 Addendum 1
Title: 3M Safety and Security Window Film Installation Services
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 04:00 PM (CT)
Notes: The South San Antonio Independent School District (SSAID) requests interested parties to submit proposals for "3M Safety and Security Window Film."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis. This contract is anticipated to be awarded to one (1) vendor only.
The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Commercial Window Shield Information

Contact: Adam Staley
Address: 97 old greer town rd
Taylors, SC 29687
Phone: (419) 215-9469
Email: adam@commercialwindowshield.com
Web Address: www.commercialwindowshield.com

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

Adam Staley
Signature

adam@commercialwindowshield.com
Email

Submitted at 9/28/2023 09:15:09 AM (CT)

Supplier Note

I look forward to working with you on this important project.

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

SSAISD - Base Bid Pricing
Proposal - Alternate Pricing
Proposal- Bid Bond.pdf

South San ISD Terms and Conditions

SSAISD - Terms and Conditions
Acknowledgement.pdf

Conflict of Interested Parties_1295

South San Antonio ISD - Form
1295 Certificate.pdf

Edgar Certification Form

SSID - Edgar Certification.pdf

Company Profile Overview

Provide company overview that includes not limited company history, appointed team, resumes, etc.

SSAISD - Company History -
Proposed Personnel - Safety
Qualifications - Resumes.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

SBA Document.pdf

CIQ Form

SSID - Conflict of
Interest_SSAISD_2023.pdf

Reference #1

SSAISD - Reference #1.pdf

Reference #3

SSAISD - Reference #3.pdf

Reference #2

SSAISD - Reference #2.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

SSAISD - Reference Letters from
Past Customers.pdf

Misc Information (NOT REQUIRED)

List of Completed Security Window
Film Projects.pdf

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. 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**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

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 Procurement Department at South San Antonio ISD.

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.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 **Anti-Trust Certification**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Texas Education Code, 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 of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

No

10 **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).

N/A

1
1 **Criminal Background Check Requirement**

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

Agree

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

Taylors, SC

1
4 **SWMBE Certification**
List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)
Must attach Certificates on the "Responses Attachment" tab

1
5 **Anti-Collusion Statement**
I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.
 I Agree

1
6 **Debarment or Suspension Certification**
Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

1
7 **No Israel Boycott Certification**
Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)
"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. TEX. GOV'T CODE §808.001(1)
Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.
 I Agree

1
8 **No Excluded Nation or Foreign Terrorist Organization Certification**
Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.
 Agree

19 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.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

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 South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** 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.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

- 1) Has its principal place of business in the State of Texas;
- OR**
- 2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



Vendor Name: **COMMERCIAL WINDOW SHIELD**

BASE BID

Purpose and Overview

South San Antonio Independent School District is accepting proposals from qualified contractors for the installation of 3M Safety and Security film at multiple buildings within the district. Mobilization scheduled for End of Fall 2023. Details are described in this Request for Proposal and the corresponding attachments.

Scope

Install 3M S80 Safety and Security Window Film Safety Series and or approved equal 8 mil safety and security window film in all the following location(s) with the provided window pane square footages:

****Vendor must provide "all" or "none" bid price proposal shown in the chart below****

Campus/Building	Street Address Location, Zip Code, San Antonio Texas	Window Square Footage	Bid Price Proposal
Administration	1450 Gillette, 78224	1,434	\$ Below
Athletics	2737 Bobcat Lane, 78224	1,656	\$ Price
Anna Marie Hernandez	8638 Larkia Lane, 78224	1,257	\$ Is
Armstrong Elementary	7111 Apple Valley, 78242	1,004	\$ For
Benavidez Elementary	8340 S. IH 35, 78224	1,251	\$ All
Care Zone	2707 W. Gerald, 78211	790	\$ Line
Carrillo Elementary	500 Price Ave., 78211	1,886	\$ Items
Dwight Middle School	2454 W. Southcross, 78211	856	\$ Listed
Five Palms Elementary	7138 Five Palms, 78242	2,285	\$
Frank Madla Elementary	6100 Royalgate, 78242	2,777	\$
Hutchins Elementary	1919 W. Hutchins, 78224	4,018	\$
Palo Alto Elementary	1725 Palo Alto Rd, 78211	2,799	\$
Police Department	7535 Barlite Blvd., 78224	1,000	\$
Price Elementary	245 Price Ave., 78211	1,801	\$
Shepard Middle School	5558 Ray Ellison, 78242	3,539	\$
South San High School	7535 Barlite Blvd., 78224	13,149	\$
West Campus High School	5622 Ray Ellison, 78242	903	\$
Zamora Middle School	8638 Larkia Lane, 78224	3,137	\$
Total		45,542	\$ 292,128



ALL SQUARE FOOTAGES WILL NEED TO BE VERIFIED AND FIELD MEASURED BEFORE ORDERS ARE PLACED

BID REQUIREMENTS AND AWARDS

- A. All bidders must submit their proposals on the forms provided. No changes shall be made to the bid forms. Where indicated, bid must be complete and as specified.
- B. The Owner (South San Antonio Independent School District) shall not be responsible for any costs or expense the Bidder incurs during the preparation of this proposal and/or sample requests.
- C. The selected Contractor(s) will be entering into Contract with the Owner to complete the scope of work described above. Contractors may submit bids for all of, or a portion of the project in which they are qualified to complete.
- D. Bidder shall provide line-item pricing as presented on the bid forms. The Owner may elect to award the bids on a section basis and/or as a sole award. The Owner may also elect to award to a single bidder all line item bids, regardless of whether or not the sum of a bidder's line items is the lowest combined bid of all the line-item categories. Suppliers not willing to accept the award of partial contract must so indicate as part of their bid.
- E. All bid prices must remain firm for sixty (60) days from the date bids are due.
- F. SSAISD is exempt from applicable Federal and State taxes. All quotation offers and/or bids are made taking this fact into consideration. SSAISD will provide tax exemption certificates upon request. This provision does not exempt the supplier from their tax payment responsibilities.
- G. Should a Bidder find discrepancies in, or omissions from, the specifications, details, instructions, and bid proposal forms, or should he/she be in doubt as to the meaning, the Bidder should notify the Owner, who will send written instructions/clarifications to the Bidders.
- H. Owner reserves the right to request additional information from the Bidder.
- I. Bidders must provide a bid bond in the amount equal to 5% of the total contract. The successful bidders will be required to furnish performance and payment bonds for 100% of their contract amount prior to execution of contracts.
- J. The Owner is in no manner obligated to the purchase of any work scopes proposed within this bid document, until confirmed by written agreement.
- K. Vendors shall make available the length of the project.



Vendor Name: **COMMERCIAL WINDOW SHIELD**

BID PROPOSAL SCHEDULE

Issuance of RFP	September 8, 2023
Vendor Questions	September 20, 2023
Addendum due	September 25, 2023
Virtual Bid Opening	September 29, 2023
Recommendation to Board of Trustees	October 18, 2023

PLEASE NOTE: The School District reserves the right, in their sole and absolute discretion, to change any or all portions of the above identified selection timeline as determined to be in their best interest.

OPTIONAL PRE-BID MEETING AND SITE WALK

There will not be a formal pre-bid meeting pertaining for this project. Bidders shall contact the project representative, Andy A. Rocha, listed below via email if they would like to schedule one. It is highly recommended that all contractors interested in submitting proposals for this project schedule a walkthrough.

PROJECT REPRESENTATIVE

The following will serve as project representative on behalf of the subject property Owner and will coordinate all the necessary access and direction as appropriate. All questions concerning the buildings, locations shall be sent via email to:

Andy A. Rocha
Executive Director of Operations
1450 Gillette Blvd., San Antonio, Texas 78224
Phone: (210) 977-7000
Email: andy.rocha@southsanisd.net

The deadline for all question submissions is September 20, 2023.

PUBLIC READING OF BIDS

Upon receiving all of the proposals, SSAISD will hold a virtual meeting in which all valid bids will be opened and read aloud. The meeting is scheduled to take place on September 29, 2023. The meeting link: Google Meeting Details, Video call link: <https://meet.google.com/roc-ncji-tox>

PROPOSAL REJECTION

The Owner reserves the right to accept or reject any bid proposal for any or no reason and is not obligated to accept the proposal which contains the lowest cost estimate or the lowest unit prices. The Owner also reserves the right to waive any defect in any bid, to the extent permitted by law, or to require or permit correction of any defect or non-compliance by any bidder as a condition of further consideration or acceptance of the bid. However, the Owner is under no obligation to any bidder to waive any such defect or permit any correction.



Vendor Name: **COMMERCIAL WINDOW SHIELD**

COMMENCEMENT OF CONTRACT AND NOTICE TO PROCEED

The site activities discussed in this RFP are expected to commence Fall/Winter of 2023 and end no later than Spring/Summer 2024. The Owner's Representative will work with the selected contractor to determine project completion dates. The Contractor agrees to meet this schedule unless otherwise noted in their proposal.

Contractors shall notify Owner's Representative in writing(email) of its intent to start work and shall provide 48-hour notice. In case of a temporary suspension of work, the Owner's Representative shall give reasonable notice before requiring the Contractor to resume work.

UNFAVORABLE CONDITIONS

If unfavorable weather or other conditions occur that may delay the completion of the project or increase costs beyond that which is denoted in Bid Form, the Contractor shall immediately notify the Owner's Representative.

WEEKEND AND NIGHT WORK

No weekend or night work shall be permitted unless authorized by the Owner's Representative, and only if the work is conducted in accordance with all City of Cadillac ordinances.

SITE SECURITY

Contractors will be required to keep unauthorized persons off the subject property and/or out of regulated work areas during activities. Subcontractors will not be brought onto the subject property without oversight of the authorized contractor.



Vendor Name: **COMMERCIAL WINDOW SHIELD**

ALTERNATE

Purpose and Overview

South San Antonio Independent School District is accepting proposals from qualified contractors for the installation of 3M Safety and Security film at multiple buildings within the district. Mobilization scheduled for End of Fall 2023. Details are described in this Request for Proposal and the corresponding attachments.

Scope

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****Vendor must provide "all" or "none" bid price proposal shown in the chart below****

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Benavidez Elementary	8340 S. IH 35, 78224	1,251	\$ 45,542
Care Zone	2707 W. Gerald, 78211	790	\$ Linear
Carrillo Elementary	500 Price Ave., 78211	1,886	\$ Feet
Dwight Middle School	2454 W. Southcross, 78211	856	\$ Of
Five Palms Elementary	7138 Five Palms, 78242	2,285	\$ Wet
Frank Madla Elementary	6100 Royalgate, 78242	2,777	\$ Glaze
Hutchins Elementary	1919 W. Hutchins, 78224	4,018	\$ Frame
Palo Alto Elementary	1725 Palo Alto Rd, 78211	2,799	\$ Attachment
Police Department	7535 Barlite Blvd., 78224	1,000	\$ System
Price Elementary	245 Price Ave., 78211	1,801	\$
Shepard Middle School	5558 Ray Ellison, 78242	3,539	\$
South San High School	7535 Barlite Blvd., 78224	13,149	\$
West Campus High School	5622 Ray Ellison, 78242	903	\$
Zamora Middle School	8638 Larkia Lane, 78224	3,137	\$
Total		45,542	\$ 293,252



ALL SQUARE FOOTAGES WILL NEED TO BE VERIFIED AND FIELD MEASURED BEFORE ORDERS ARE PLACED

BID REQUIREMENTS AND AWARDS

- A. All bidders must submit their proposals on the forms provided. No changes shall be made to the bid forms. Where indicated, bid must be complete and as specified.
- B. The Owner (South San Antonio Independent School District) shall not be responsible for any costs or expense the Bidder incurs during the preparation of this proposal and/or sample requests.
- C. The selected Contractor(s) will be entering into Contract with the Owner to complete the scope of work described above. Contractors may submit bids for all of, or a portion of the project in which they are qualified to complete.
- D. Bidder shall provide line-item pricing as presented on the bid forms. The Owner may elect to award the bids on a section basis and/or as a sole award. The Owner may also elect to award to a single bidder all line item bids, regardless of whether or not the sum of a bidder's line items is the lowest combined bid of all the line-item categories. Suppliers not willing to accept the award of partial contract must so indicate as part of their bid.
- E. All bid prices must remain firm for sixty (60) days from the date bids are due.
- F. SSAISD is exempt from applicable Federal and State taxes. All quotation offers and/or bids are made taking this fact into consideration. SSAISD will provide tax exemption certificates upon request. This provision does not exempt the supplier from their tax payment responsibilities.
- G. Should a Bidder find discrepancies in, or omissions from, the specifications, details, instructions, and bid proposal forms, or should he/she be in doubt as to the meaning, the Bidder should notify the Owner, who will send written instructions/clarifications to the Bidders.
- H. Owner reserves the right to request additional information from the Bidder.
- I. Bidders must provide a bid bond in the amount equal to 5% of the total contract. The successful bidders will be required to furnish performance and payment bonds for 100% of their contract amount prior to execution of contracts.
- J. The Owner is in no manner obligated to the purchase of any work scopes proposed within this bid document, until confirmed by written agreement.
- K. Vendors shall make available the length of the project.



Vendor Name: **COMMERCIAL WINDOW SHIELD**

BID PROPOSAL SCHEDULE

Issuance of RFP	September 8, 2023
Vendor Questions	September 20, 2023
Addendum due	September 25, 2023
Virtual Bid Opening	September 29, 2023
Recommendation to Board of Trustees	October 18, 2023

PLEASE NOTE: The School District reserves the right, in their sole and absolute discretion, to change any or all portions of the above identified selection timeline as determined to be in their best interest.

OPTIONAL PRE-BID MEETING AND SITE WALK

There will not be a formal pre-bid meeting pertaining for this project. Bidders shall contact the project representative, Andy A. Rocha, listed below via email if they would like to schedule one. It is highly recommended that all contractors interested in submitting proposals for this project schedule a walkthrough.

PROJECT REPRESENTATIVE

The following will serve as project representative on behalf of the subject property Owner and will coordinate all the necessary access and direction as appropriate. All questions concerning the buildings, locations shall be sent via email to:

Andy A. Rocha
Executive Director of Operations
1450 Gillette Blvd., San Antonio, Texas 78224
Phone: (210) 977-7000
Email: andy.rocha@southsanisd.net

The deadline for all question submissions is September 20, 2023.

PUBLIC READING OF BIDS

Upon receiving all of the proposals, SSAISD will hold a virtual meeting in which all valid bids will be opened and read aloud. The meeting is scheduled to take place on September 29, 2023. The meeting link: Google Meeting Details, Video call link: <https://meet.google.com/roc-ncji-tox>

PROPOSAL REJECTION

The Owner reserves the right to accept or reject any bid proposal for any or no reason and is not obligated to accept the proposal which contains the lowest cost estimate or the lowest unit prices. The Owner also reserves the right to waive any defect in any bid, to the extent permitted by law, or to require or permit correction of any defect or non-compliance by any bidder as a condition of further consideration or acceptance of the bid. However, the Owner is under no obligation to any bidder to waive any such defect or permit any correction.



Vendor Name: **COMMERCIAL WINDOW SHIELD**

COMMENCEMENT OF CONTRACT AND NOTICE TO PROCEED

The site activities discussed in this RFP are expected to commence Fall/Winter of 2023 and end no later than Spring/Summer 2024. The Owner's Representative will work with the selected contractor to determine project completion dates. The Contractor agrees to meet this schedule unless otherwise noted in their proposal.

Contractors shall notify Owner's Representative in writing(email) of its intent to start work and shall provide 48-hour notice. In case of a temporary suspension of work, the Owner's Representative shall give reasonable notice before requiring the Contractor to resume work.

UNFAVORABLE CONDITIONS

If unfavorable weather or other conditions occur that may delay the completion of the project or increase costs beyond that which is denoted in Bid Form, the Contractor shall immediately notify the Owner's Representative.

WEEKEND AND NIGHT WORK

No weekend or night work shall be permitted unless authorized by the Owner's Representative, and only if the work is conducted in accordance with all City of Cadillac ordinances.

SITE SECURITY

Contractors will be required to keep unauthorized persons off the subject property and/or out of regulated work areas during activities. Subcontractors will not be brought onto the subject property without oversight of the authorized contractor.



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Mid-Atlantic Service & Supply Corp., dba
Commercial Window Shield

97 Old Greer Town Road

Taylors, SC 29687-5707

OWNER:

(Name, legal status and address)

South San Antonio Independent School District

1450 Gillette Blvd.

San Antonio, TX 78224

BOND AMOUNT: Five Percent (5%) of Total Amount Bid

SURETY:

(Name, legal status and principal place
of business)

Merchants National Bonding, Inc.

P.O. Box 14498

Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

23-14 3M Safety and Security Window Film Installation Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of September, 2023

(Witness)

(Witness) Monique Kocienski

Mid-Atlantic Service & Supply Corp., dba Commercial Window Shield
(Principal) _____ (Seal)

(Title) President

Merchants National Bonding, Inc.
(Surety) _____ (Seal)

(Title) Timothy Toole, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Int.

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ACKNOWLEDGMENT OF PRINCIPAL

STATE OF South Carolina)
COUNTY OF Greenville) SS.:

On the 25th day of September in the year 2023, before me, the undersigned, personally appeared Adam Staley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Paul A. Ray
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York)
COUNTY OF Erie) SS.:

LAUREN L. RAMIREZ
Notary Public, State of South Carolina
My Commission Expires 5/23/2028

On the 21st day of September in the year 2023, before me, the undersigned, personally appeared Timothy Toole, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Monique Kocienski
Notary Public

MONIQUE KOCIENSKI
Notary Public - State of New York
No. 01KO6319197
Qualified in Onondaga County
My Commission Expires 02/17/2027

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bradley J Hall; Carl Belzaira; Christopher D Ross; Karen E DiSalvo; Mark S Verdi; Michael R Lawley; Monique Kocienski; Timothy M Toole; Tracy Alessi; Vicki Beutel; Victoria Rivera; William J Lawley Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

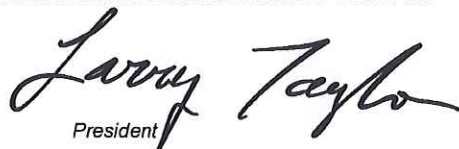
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



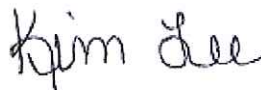
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



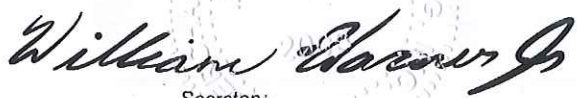

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of September, 2023.




Secretary



MERCHANTS NATIONAL BONDING, INC.

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	<u>Dec. 31, 2022</u>
Admitted Assets	
Bonds	\$ 43,401,012
Common Stocks	8,611,972
Cash and Short-Term Investments	8,718,689
Other Invested Assets	248,389
Subtotal, Cash and Invested Assets	<u>60,980,062</u>
Investment Income Due and Accrued	245,355
Premiums in the Course of Collection	7,790,741
Amounts Recoverable from Reinsurers	1,093,950
Current Federal Income Taxes Recoverable	4,106
Net Deferred Tax Asset	387,197
Total Admitted Assets	<u><u>\$ 70,501,411</u></u>
Liabilities & Surplus	
Losses	\$ 2,099,869
Reinsurance Payable on Paid Losses and LAE	187,706
Loss Adjustment Expenses	1,834,074
Commissions Payable	420,014
Other Expenses	955,394
Taxes, Licenses, and Fees	91,322
Unearned Premiums	9,732,679
Dividends Declared to Policyholders	899,463
Ceded Reinsurance Premiums Payable	8,668,226
Payable to Affiliate	14,398,285
Other Liabilities	49,711
Total Liabilities	<u>39,336,743</u>
Common Capital Stock	3,000,000
Gross Paid In and Contributed Surplus	6,088,655
Unassigned Funds (Surplus)	22,076,013
Total Surplus	<u>31,164,668</u>
Total Liabilities and Policyholders' Surplus	<u><u>\$ 70,501,411</u></u>

I, Don Blum, Treasurer of Merchants National Bonding, Inc., do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2022, to the best of my knowledge and belief.

Don Blum, CFO & Treasurer

March 2, 2023

Date

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6700 Westown Parkway
West Des Moines, IA 50266-7754

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P.O. Box 14498
Des Moines, IA 50306-3498

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website merchantsbonding.com