

SCITUATE SCHOOL DEPARTMENT
197 Danielson Pike, North Scituate, RI 02857

INFORMATION REGARDING THE BIDDING PROCESS

A. GENERAL

The Scituate School Department is conducting competitive sealed bidding for the **Classroom Painting** are due in the Office of the Superintendent of Schools no later than 2:00 PM on **June 22, 2012**. Bids should be addressed to the attention of the Superintendent of Schools and **MUST** have the closing date and the subject of the bid marked on the envelope. **ALL BIDS MUST BE SEALED**. This bid package includes Information Regarding the Bidding Process, the Bid Specifications, and a Bid Form.

B. BID CONDITIONS

1. No bids will be acceptable unless properly made out on the attached forms and signed by the bidder. Facsimile transmitted bids will not be accepted. All bids must be legible, either typewritten or in ink.
2. The Scituate School Department reserves the right to reject any and all bids or any part thereof or to accept such part or parts deemed for the best interest of the Scituate School Department.
3. The quality of the equipment, goods, materials, etc., shall be as per bidder's description and/or sample, and must be to the satisfaction of the Scituate School Department. The Superintendent shall have full power and authority to reject any and all items furnished that are not in strict conformity with the requirements of the specifications.
4. Each item bid must be CLEARLY identified by manufacturer's name, number, and bidder's catalog number. Catalogs or catalog sheets describing items bid must be sent with the bid. Any deviation from the specifications must be noted in writing and attached as part of bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from the specifications.
5. Equals may be bid unless specifically excluded by the words "ONLY" or "NO SUBSTITUTES." However, in all cases where equals are bid the following must be done:
 - a) The equal must be clearly identified by manufacturer's name and number or by catalog number.

- b) Catalogs describing the number listed must be submitted with the bid.

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- c) The use of a catalog number is to be for our information and reference use only. If the SUBSTITUTE or ALTERNATE ITEM IS NOT A TRUE EQUAL, the deviations MUST BE CLEARLY STATED. The use of just a catalog number alone is NOT sufficient to show that the item bid IS NOT a true equal. If a bidder fails to follow this requirement and delivers an unacceptable substitute, the item will be returned. Delivery will then be requested at the bid price. Failure to provide the specified item may place your company in jeopardy with future bids.
 - d) Equal products will be considered provided a no-charge sample is sent in advance when requested for inspection, testing, and evaluation. Failure to submit the requested samples at a time on or before the opening of the bid will result in your bid being rejected for the item in question.
- 6. Quantity: We reserve the right to increase or decrease quantities based upon available funding.
 - 7. All shipments must be made within the time specified on the front sheet of the bid. As a result, all bids must be based on the knowledge of availability. No payment will be made until the order is completely delivered in accordance with the bid specifications.
 - 8. Hazardous Substances: All hazardous substances must conform to all Federal and State regulations pertaining to labeling of hazardous substances, etc. A fully completed Material Safety Data Sheet (MSDS) OSHA Form 20 must be sent for ALL products including those show ingredients are included on the Rhode Island Designated Substances List and in the latest edition of the Hazardous Materials Handbook of the National Fire Protection Association before an order is considered to be complete.
 - 9. All equipment is to meet the specifications, if any, set by the Consumer Product Safety Commission under the "Consumer Products Safety Act" (Public Law 92-575) of October 27, 1972, and all amendments thereto. Seller agrees to comply with the provisions of the occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder. Seller certifies that all items furnished and all work performed hereunder will comply with said standards and regulations. Seller further

agrees to indemnify and hold harmless Buyer for any loss, damages, fine, penalty, or any expense whatsoever as a result of Seller's failure to comply with the Act and any such standards or regulations issued thereunder.

10. The vendor's failure to deliver on time and failure to completely fill all orders will place your company in breach of the herein contract and may result in the termination thereof. In such a case, Scituate School Department reserves the right to any legal and/or equitable remedies available.

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11. Awards will be based on the lowest evaluated responsive and responsible bid price. Some of the factors that will be considered in determining the bid award will be price, adherence to bid specifications, ability to properly service, quality of product, references, prior experience and prior performance.
12. Any and all obligations of the Scituate School Department with regard to herein contract shall not be the responsibility of any official or employee of said school system. Specifically, said officials or employees shall not be required to personally guarantee any of the obligations or covenants with regard to a contract of the Scituate School Department.
13. Qualifications of Bidders: The Scituate School Department may make such investigations, as it deems necessary to determine the ability of the bidder to meet the obligations of the bid. The bidder shall furnish the Scituate School Department with all such information and data for the purpose as may be requested.
14. Award of Bids: The Scituate School Department reserves the right to award in whole or in part.

C. PRICING

1. The bid shall contain firm prices and shall not be withdrawn for the number of days indicated on the front page of the bid subsequent to the opening thereof.
2. Each unit price should be quoted as a net cost to the Scituate School Department. A total of list prices less a discount off of the total shall not be considered. Any discount adjustment shall be made by the bidder and the net cost shall be clearly indicated and listed separately for each item on the bid.

3. All shipments will be FOB Destination – Freight Included. “Destination” is specified on the first sheet of this bid. No extra charge above the bid price is to be made for freight, express, cartage, postage, boxes or other containers. If the bidder states that a minimum order must be placed to obtain delivery at the bid price without freight charge, the bid will not be considered if the award is less than the minimum set by the bidder. The only exception to the condition is if the award would be in the best interest of the Scituate Public Schools.
4. Unit prices must be quoted for the unit specified. The Scituate School Department will not convert your incorrect unit price to the specified unit. Items priced in this matter will not be considered. Bidders will not substitute their own format. All unit prices must be extended to the total price.
5. Please quote only one price for each unit specified, except as noted in #6 as follows.

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6. If a bidder groups certain items together for better pricing, the bidder must also bid individual prices for each of the items in the group. Such individual pricing is not to be contingent upon the acceptance of other items for the award of one or more of the individually priced items.
7. Please double check the price you submit for accuracy as all bids submitted are final. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
8. Rhode Island Sales Tax: The Scituate School Department is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.
9. Federal Excise Taxes: The Scituate School Department is exempt from the payment of any excise tax or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.
10. PREVALING WAGE APPLIES: Certified payroll must be submitted.
11. Insurance: All bidders are required to carry a minimum of Two million dollars liability insurance and provide proof of such at time of Bid.
12. Interpretations: No interpretation on the meaning of the specifications will be made to any bidder orally. Every request for an interpretation must be made to the

Superintendent of the Scituate School Department or his administrative designee, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the bids. Facsimile requests for interpretations will be honored.

13. This agreement may be declared void and terminated by the Scituate School Department if any provision(s) set forth here and above is not complied with by the vendor or contractor.

BID FORM

Item: _____

Due Date/Time of Bid: _____

Bid Price: _____

We, the undersigned, propose and agree to sell to the Scituate School Department any or all of the items at the prices indicated subject to the instructions and specifications included with this bid.

Signature of Company Officer Date

Name and Title of Company Officer (please print)

Company Name and Address

Telephone Number (please include area code and 800 number and FAX number if applicable)

This is not a contract, but merely an invitation to bid. It shall become a contract upon acceptance of this offer by a signed purchase order or letter from Scituate School Department. Said contract shall be governed by the within terms and conditions.

PAINTING

Specifications & Price Sheets

1.02 Description:

- A. Work Included: Provide all materials, equipment and labor required to apply protective coatings and paint to surfaces as indicated on the plans or as specified.
- B. Items to be painted: The following list indicates major items to be painted. Not all items may be awarded in Bid.

North Scituate Elementary

Classrooms 1-6 One color
Price _____

Classrooms 7-12. One color
Price _____

Classrooms 13-18 One color
Price _____

Corridors walls floor to ceiling. One color
Price _____

F Gym walls floor to ceiling. Two colors
Price _____

Interior Rooms - Prep and paint w/ Latex Acrylic. Minimum of 2 coats

- C. All Bids may be awarded room by room, by area, or as a whole as the Owner's budget allows.
- D. All Bidders must submit a per hour price for labor to perform additional work as the Owner's budget allows.

1.04 Quality Assurance:

- A. Include on label of containers:
 - 1. Manufacturer's name.
 - 2. Type of paint.
 - 3. Manufacturer's stock number.
 - 4. Color.
 - 5. Instructions for reducing, where applicable.
 - 6. Label analysis.
 - 7. Federal Specification number.
- B. Fungus control: Organic coating shall show no fungus growth when tested as specified in Federal Test Method Standard No. 141, Method 6271.1.

- C. Field quality control:
 - 1. Request review of first finished room, space, or Item of each color scheme required by Maintenance Director, or his appointee, for color, texture, and workmanship.
 - 2. Use first acceptable room, space or item as Project standard for each color scheme.

PAINTING – 1.04 QUALITY ASSURANCE (Cont'd)

- 3. For spray application, paint surface not smaller Than 100 square feet as project standard for approval.

1.06 Product Delivery, Storage and Handling:

- A. Delivery of Materials:
 - 1. Deliver sealed containers with labels legible and intact.
- B. Storage of Materials:
 - 1. Store only acceptable project materials on project site.
 - 2. Store in a suitable location. equipment.
 - 3. Restrict storage to paint materials and related
 - 4. Comply with health and fire regulations.

1.07 Job Conditions:

- A. Environmental Requirements:
 - 1. Comply with manufacturer's recommendation as to environmental conditions under which coatings and coating systems can be applied.
 - 2. Do not apply finish in areas where dust is being generated.
- B. Protection: Cover or otherwise protect finished work of other trades and surfaces not being painted concurrently or not to be painted.
- C. General Requirements:
 - 1. Hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in contact with painted surfaces and not to be painted shall be removed, masked, or otherwise protected prior to surface preparation and painting operations.
 - 2. Surfaces to be painted shall be thoroughly clean, and expect for cement-emulsion filler, shall be dry when the paint is applied.

When cement-emulsion filler is to be applied, the surface shall be clean and moist.

3. Paint shall not be applied to surface upon which there is frost, ice or snow. Interior areas shall be broom clean and dust free before and during the application of any painting materials.

PAINTING - 1.07 – JOB CONDITIONS (Cont'd)

4. Surfaces concealed by portable objects and by articles mounted on the surfaces and readily detachable by removal of fasteners such as screws and bolts are included in the work.
5. Surfaces concealed and made inaccessible by panel-boards, fixed ductwork, machinery, and equipment fixed in place are not included. Articles obstructing access to those surfaces specified to be included in the work shall be removed for access and restored to their original position on completion.
6. Surfaces in spaces above suspended ceilings, and chases are not required to be painted unless specifically so stated.
7. Succeeding coats of the same type and/or color of paint shall vary sufficiently from the color of the preceding coat to permit ready identification. The Owner will be notified before 2nd coat is applied. The progress will be discussed with the Owner before painting begins, and shades of primary coats will be as approved.
8. Damaged painting shall be retouched before the succeeding coat is applied.
9. Reduction of paint to proper brushing consistency shall be accomplished by adding fresh paint; except that when thinning is mandatory for the type of paint being used. Thinning shall not relieve the contractor from obtaining complete hiding and/or coverage.
10. Finished surfaces shall be smooth, even and free from defects.
11. The number of paint coats specified shall be in addition to the shop-priming coats.
12. Storage of paints and paint materials and the mixing of paints shall be restricted to the certain locations, as approved by the Owner.
13. Cleaning and painting shall be so programmed that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
14. Existing painted surfaces at existing building shall be properly cleaned and prepared.

PART 2 - PRODUCTS

2.01 Acceptable Manufacturers:

- A. Manufacturer's names and catalog numbers referred to are used to establish the type and quality of materials and are not meant to limit competition.
- B. Equal products of the following manufacturers may be used subject to the approval of the Maintenance Director.
 - 1. Benjamin-Moore and Company.
 - 2. Pratt and Lambert.
 - 3. Pittsburgh Plate Glass Co.
 - 4. Rust-Oleum Corporation.
 - 5. Tnemec
 - 6. Sherman Williams

2.02 Materials:

- A. Paint shall be first quality of types and brands herein specified. The term "Paint" as used herein includes enamels, paint, emulsions, stains, varnished, sealers, and other coatings, organic or inorganic, whether used as prime, intermediate or finish coats. Paint shall be well ground and shall be of such composition that it can be easily broken up with a paddle to smooth consistency.
- B. Linseed oil, shellac, turpentine and other materials shall be of the highest quality as approved.
- C. Tints and all other additives or thinner shall be used only as recommended by the manufacturer of the paint as approved.

2.03 Colors:

- A. Colors of paints (including shades stain) shall be from manufacturer standard colors, except door frames, doors.
- B. Limit interior wall colors to standard color chart.

2.04 Mixing and Tinting:

- A. Deliver paints and enamels ready-mixed to job site.
- B. Accomplish job mixing and job tinting only when acceptable to the Owner.
- C. Mix only in mixing pails placed in suitably sized non-ferrous or oxide resistant metal pans.
- D. Use tinting colors recommended by manufacturer for the specific type finish.
- E. Fungicidal agent shall be incorporated into the paint by the manufacturer.

PART 3 - EXECUTION

3.01 Inspection:

- A. Examine surfaces scheduled to receive paint and finishes for conditions that will adversely affect execution, performance or quality of work and which cannot be put into an acceptable condition through preparatory work as Included in Article 3.02, Preparation.
- B. Do not proceed with surface preparation or coating application until conditions are suitable.

3.02 Preparation of Surfaces:

- A. General:
 - 1. Clean all existing painted surfaces to be repainted with tri-sodium phosphate according to manufacturer's recommendations or as-needed for proper adhesion...
 - 2. Vacuum-clean construction dust from all surfaces to be painted.
- B. New or Painted Wood:
 - 1. Clean soiled surfaces with alcohol wash.
 - 2. Except where rough exterior surface is specified, sand to smooth and even surface, and then vacuum off.
 - 3. Apply shellac to all knots, pitch and resinous sapwood in wood to be painted before priming coat is applied.
 - 4. Fill nail holes, cracks, open joints and other defects with oil-based putty after priming coat has Dried. Color to match finish color.
- C. Gypsum Board or Plaster Surfaces:
 - 1. Fill narrow, shallow cracks and small holes with spackling compound.
 - 2. Rake deep, wide cracks and deep holes.
 - a) Dampen with clear water.
 - b) Fill with thin layers of patching plaster.
 - 3. Allow to dry.
 - 4. Sand smooth
- D. Ferrous metal surfaces:
 - 1. Prepare surface in accordance with recommendations of directions of manufacturer of rust-inhibitive primer.

2. Feather edges of sound paint by grinding, if necessary.

PAINTING - PART 3 – EXECUTION (Cont'd)

E. Galvanized metal or aluminum:

1. Clean surface with mineral spirits to remove oily residue.
2. Dry with clean cloth.

3.03 Application:

A. General Requirements:

1. Do not apply initial coating until moisture content of surface is within limitations recommended by paint manufacturer.
2. Apply paint enamel, stain, and varnish with suitable brushes, or rollers, or spraying equipment.
 - a) Rate of application shall not exceed that as recommended by paint manufacturer for the surface involved.
 - b) Keep brushes, rollers, and spraying equipment clean, dry, free of contaminants and suitable for the finish required.
3. Comply with recommendation of product manufacturer for drying time between succeeding coats.
4. Vary slightly the color of successive coats. Method of keeping track of succeeding coats to be coordinated with Maintenance Director.
5. Sand and dust between each coat to remove defects visible from a distance of 5 feet.
6. Finished coats should be smooth, free of brush marks, streaks, laps or pile up of paints, and skipped or missed areas.
7. Inspection:
 - a) Do not apply additional coats until completed Coat has been inspected by Maintenance Director.
 - b) Only inspected coats of paint will be considered In determining number of coats applied.
8. Leave all parts of moldings and ornaments clean and true to details with no undue amount of paint in corners and depressions.
9. Make edges of adjoining other materials or colors clean and sharp with no overlapping.
10. Apply primer on all work before glazing.
11. Change colors at corner of stop where colors differ between adjoining spaces or rooms and where door

frames match wall colors.

3.03 A. General Requirements Cont.

12. Refinish whole wall where portion of finish has been damaged or is not acceptable.
13. Paint all exposed surfaces except where the material is specifically noted as a surface not to be painted. Paint these items similar to adjacent similar materials or areas.

3.04 Painting Schedule:

A. Surfaces not to be painted:

1. Items with factory-applied final finish and indicated not to be painted. Mechanical Equipment with a factory finish will receive paint where called for.
2. Concealed ducts, pipes, and conduit.
3. Exterior brick except .

B. Areas shall be painted as indicated, as directed and as approved. The kinds of painting materials and number of coats required on various surfaces shall be as indicated in the following schedule. NUMBER OF COATS INDICATED HEREINAFTER ARE MINIMUM. COMPLETE COVERAGE IS REQUIRED. PROVIDE ADDITIONAL COATS TO AREAS WHICH DO NOT SHOW COMPLETE COVERAGE WITH SPECIFIED COATS.

3.07 Cleaning:

- A. Touch up and restore finish where damaged.
- B. Remove spilled, splashed or splattered paint from all surfaces.
- C. Do not mark surface finish or item being cleaned.

3.08 Extra Stock:

- A. As a condition of acceptance, provide to the Owner, for use as extra stock, a minimum 1 gallon of each color and type of paint used.
- B. Extra stock shall be delivered in unopened original containers labeled as to color, use and location.

4.01 Project Start / Completion Dates

- A. Project shall begin After July 2, 2012
- B. All work shall be completed by August 20,2012.

END OF SECTION