



# DURANT INDEPENDENT SCHOOL DISTRICT

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1323 Waco Street, Durant Oklahoma 74701

(580) 924-1276 Phone

(580) 924-6019 Fax

## REQUEST FOR PROPOSAL

**RFP / 20240126**

**Interior Painting**

District Request for Proposal documents are available via download at <https://www.durantisd.org/district/resources> or maybe requested via email from the district.

Sealed proposals from qualified Vendors who specialize in painting services to furnish labor, equipment, and materials necessary to re-paint interior spaces at Durant Middle School will be received by the Durant Independent School District until 2:00 p.m., February 23, 2024. At the office of the Business Manager located at 1323 Waco Street, Durant, OK 74701, at which time Bids will be publicly opened and read aloud.

Bids may be submitted in person or by mail addressed to:

Durant Public Schools  
Attn: Duane Merideth, Superintendent  
1323 Waco Street  
Durant, OK 74701

All bids must be received prior to the bid opening time. Bids will not be accepted after the specified time and all late bids will be returned unopened. Any bid may be withdrawn prior to the above scheduled opening time.

All proposals must be clearly marked with the name and address of the person, firm or corporation submitting a bid. All proposals must be sealed in an opaque envelope and plainly marked on the exterior of the envelope:

**"Durant Public Schools – RFP 20240126 Interior Painting"**

Durant Independent School District reserves the right to accept or reject any or all bids, waive any informalities or technicalities therein, and to award in part or in the entire as they deem best serves the interest of the Durant Independent School District.

Sealed bids are requested in terms of net delivered prices as per the Bid Conditions and Specifications. All submittals MUST be properly filled out and duly executed on the Official Bid Form with all Spaces completed by the bidder. Any bid not submitted in this manner may be rejected.



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## GENERAL BID CONDITIONS AND INSTRUCTIONS

### I. GENERAL

#### A. AWARD OR REJECTION

Bidders shall prepare their submission in compliance with the instructions in this package and **ALL BIDS MUST BE SUBMITTED ON THE BID PROPOSAL FORMS PROVIDED IN THIS PACKAGE.** Failure to do so may result in disqualification of your bid.

Durant Independent School District (the "District") reserves the right to reject any or all bids. Bid award will not necessarily be made on the basis of price alone; suitability to purpose, design, quality, past service, ability of vendor to deliver in a timely manner, or any other factor deemed to be in the best interest of the District may also be considered. The District shall be the sole judge of these factors. In all instances, the decision rendered by the District shall be final and not subject to contest by others.

The award of the bid(s) will be made on a total bid basis. Each bid package price offered shall include all costs associated with freight, delivery.

Quantities ordered will meet or exceed quantities specified. Prices will be subject to renegotiation if quantities ordered are less than specified.

Bids shall remain open and valid and subject to acceptance for thirty (30) days after opening date unless otherwise stipulated.

#### B. WAIVER

The District reserves the right to waive any irregularities held to be within the scope of the law.

#### C. INTERPRETATIONS OR CHANGES

Changes, by the district, in the model specified for quality level purposes and/or specifications presented in the bid package shall be made by written notice of change and will be e-mailed to vendors holding contract documents. All changes will become part of the purchase order contract by this reference, and all bidders shall be bound by such change, whether or not the bidder received it.

Should a Bidder find discrepancies, errors, or omissions in the documents, the bidder shall notify the District no later than ten (10) days prior to the date of the bid opening.



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## D. WITHDRAWAL OF BID

Bids may be withdrawn by the vendor, prior to the stated time of opening, but may not be withdrawn for a period of thirty (30) days.

## E. FORCE MAJEURE

The parties to any enduring purchase order contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining goods or performing services by acts of God, fire, strike, loss or shortage of transportation, facilities, lockout, power failure or reduction, commandeering of materials, products, plants, or facilities by the government, provided that: Satisfactory evidence thereof is presented to the District, and provided that it is satisfactorily established that the non-performance was not due to the fault or negligence of the party not performing. The scheduled completion date stipulated in the purchase order contract shall be adjusted by a period of time equal to such time lost because of the stated condition.

## F. TECHNICAL SPECIFICATIONS AND DRAWINGS

All Bid Proposal Forms and all related data that are to be included in your bid are included with this package as received.

It is the bidder's responsibility to obtain and verify all information required to bid, prior to submission of your bid. To claim you did not know or did not understand is unacceptable.

No objections with regard to the application, meaning, or interpretation of these specifications will be considered after the closing date of subject bid.

## G. VERIFICATION

The successful vendor(s) shall furnish, deliver, and verify the proper functioning of the units in the quantities as designated by the District purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the specifications or the sample furnished by the bidder and accepted by the District. Materials or supplies which are not in accordance and conformity with such specifications shall be rejected.

## H. PURCHASE ORDER

The successful bidder(s) shall be furnished a purchase order with the School District's billing instructions on the purchase order. If multiple purchase orders are required, the total of all purchase orders shall equal the bid total.

## I. ASSIGNMENT

The Bidder shall not assign or transfer any or all of its rights, burdens, duties or obligations without the



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prior written consent of the District.

The District will pay 100% of invoiced amount upon 100% of project completion. The District reserves the right to withhold 20% of the invoices amount until a "Punch list," provided by the successful bidder, has been completed and signed off by the District.

## II. QUALITY

Bids are requested on this inquiry in accordance with brands, specifications, and/or testing as indicated in the written Specifications.

## III. SERVICE

### A. BIDDER REFERENCES

Bidding firms that have not done projects for Durant Public Schools must ensure the bid is accompanied by a history of the bidding firm and three (3) customer references (include name and phone number of contact person or persons) to help indicate the bidder's fitness as an acceptable source for this equipment and their ability to provide service for any awarded items.

### B. SERVICE RESPONSE

Bidder must be available to respond to the District's request for service by physically being at the school's site within 24 hours of the request.

### C. DELIVERY

Delivered products shall be shipped for inside delivery and coordinated with the District.

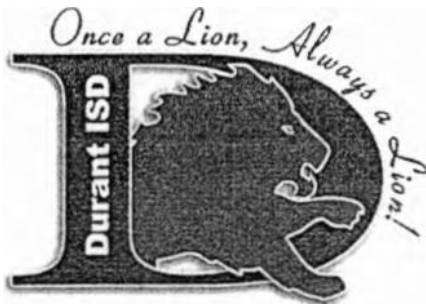
## IV. PRICING

### A. SUBMISSION

All bids shall be submitted in a sealed envelope and delivered to the District marked "Durant Public Schools- RFP 20240126, Attn: Duane Merideth, Superintendent, 1323 Waco Street, Durant, OK 74701.

Bids received after 2:00 p.m. On February 23, 2024 will be returned unopened.

Bids shall be clearly marked on the outside of the envelope, along with the date and time the bid is due.



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All prices or notations must be typed, written in ink or computer generated on the Front of Proposal provided. Any corrections that are made must be made before the proposals are opened. No oral or telegraphic modifications will be considered.

Bids must meet the attached specifications. Any exceptions and/or modifications must be noted and fully explained. No exceptions.

## B. TAX

Bid prices should NOT include sales tax. The District is exempt from the payment of Federal Excise Taxes and Oklahoma Sales Tax. The District shall provide a Tax Exempt Certificate to the winning bidder.

## C. ADDITIONAL CHARGES

No charge of containers, packing or any other purpose will be allowed over and above the prices bid.

## V. DELIVERY

### A. FREIGHT CHARGES

Prices shall be FOB Destination/ District campus located at 802 West Walnut Street, Durant, OK. 74701

### B. FREIGHT DAMAGE

The bidder is responsible for the filing of all Freight Damage related claims. The District has up to ten (10) days after delivery of awarded products by the freight carrier in which to notify the bidder of said damage. All freight damage is the sole responsibility of the bidder, and the District is exempt from any replacement costs and/or paperwork due to said freight damage.

## VI. HOLD HARMLESS AND INDEMNITY

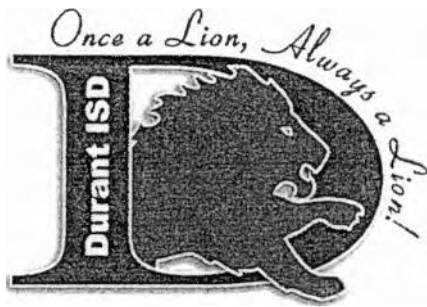
### A. INSURANCE

The District reserves the right to require evidence of Public Liability Insurance in an amount not less than \$1,000,000.00 for one (1) person injured in and one (1) accident, naming the District, its officers or agents, as an additional insured. A Certificate of Insurance will be required in such cases.

### B. SAFETY

All equipment and supplies furnished shall meet all applicable regulations of the prevailing codes and applicable safety regulations of the Division of Industrial Safety of the existing State Health and Safety Codes.

### C. DEFENSE



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The vendor shall assume the defense of and shall pay, indemnify, and save harmless the District, its agents and employees, from all suits, actions, claims, damages, losses, and costs of every kind and description to which they or their agents or employees may be subjected by growing out of any act of commission or omission by the vendor, its agents or employees, or its subcontractors.

Said defense will be applicable in connection with any activity, including any removal, relocation, construction, installation, maintenance work, service or operation being undertaken or performed by or for the vendor whether on or off the site or any portion thereof, whether such suits, actions, claims, damages by its agents and employees, or by other persons, corporations, or legal entities to whom the District or its agents and employees may be liable.

## D. ASSIGNMENT

The bidder shall not assign or transfer by operation of law or otherwise any or all of these rights, burdens, duties, or obligations without the prior written consent of the surety on the contract bond and the District.

The undersigned acknowledges receipt of these General Bid Conditions and Instructions and understands that the District's Board of Education reserves the right to reject any and all bids and/or waive any irregularities or informalities in the bidding process.

## E. BID BOND

A Bid Security in the form of a cashier's check; certified check; acceptable bidder's surety bond, shall be deposited with the Owner in an amount equal to 1.5 percent (1.5%) of the Bid proposal submitted, including all alternates, to ensure that: (1) the Bidder will not modify, withdraw, or cancel the proposal for thirty (30) days after the bid date; (2) the Bidder, if awarded the contract, will promptly enter into a contract and execute such bonds (Performance and Payment Bonds) in the amount of 100% of the contract and furnish such insurance certificates as may be required upon award of contract; and (3) the Bidder will provide Non-Collusion Business Affidavits. Should the Bidder default in these obligations, for any reason, the Owner may recover damages from the Bidder's Bid Security. Should the damages total less than the amount of the Bidder's Bid Security, the damages shall be deducted from the Bidder's Security and the balance returned to the Bidder. Damages may include the actual expenses incurred by the Owner by reason of the Bidder's default, the difference between the Bidder's proposed Contract Sum and the Contract Sum as awarded and costs to re-bid the Project should such action become necessary. Such bid securities will be Owner.

## F. LIQUIDATING DAMAGES

Project start date is May 20, 2024 and must be completed no later than July 12, 2024 after which a penalty will be assessed at a daily rate of \$500 until project is completed.



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## Specifications

RFP

20240126

## Interior Painting

### General Specifications for Interior Painting

#### Summary

This project is for painting services to include all labor, equipment and materials necessary to re-paint interspaces at: DURANT MIDDLE SCHOOL. Approximately 153,000 square feet. Contact Terry Bourne, Director of Maintenance at 580-924-7557 or [terry.bourne@durantisd.org](mailto:terry.bourne@durantisd.org) to request a site visit or additional information.

#### Specifics

#### PAINTING GENERAL

#### PART 1. GENERAL

##### 1.1 DESCRIPTION

###### A. Work Included:

1. Painting and finishing of all interior surfaces except where the natural finish of the materials obviously intended as a surface not to be painted.

###### B. Definitions:

1. The term "paint," as used herein, includes enamels, paints, sealers, fillers, emulsions, and other coatings whether used as prime, intermediate, or finish coats.

###### C. Maintenance Manual:

1. Upon conclusion of the project, the Contractor shall furnish a coating maintenance manual similar to Sherwin-William "Custodian Project Color and Product Information" report. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, care and cleaning instructions, touchup procedures and color samples of each color and finish used.

##### 1.2 QUALITY ASSURANCE

###### A. Qualifications of Painters:

1. Use only qualified journeyman painters for mixing and application of paint; in acceptance or rejection of work, no allowance will be made for lack of skill on the part of painters.

###### B. Codes and Standards

1. Comply with pertinent codes and regulations.
2. Comply with "Standard (type 1)" as defined in the latest edition of the Painting and Decorating Contractors of America in their "Modern Guide to Paint Specifications."

##### 1.3 SUBMITTALS

###### A. Materials List:



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1. Submit in accordance with the provisions of Section 01340 a complete list of materials to be furnished and installed under this portion of the work. This shall in no way be construed as permitting substitution of materials for those specified.

B. Samples:

1. Prepare one set of samples of scheduled colors painted onto 6"x11"x1/4" material on which coating will be applied in the work.

C. Manufacturer's Recommendations:

1. Submit for Owner's review the current recommended method of application published by the manufacturer of each specified material.

## 1.4 PRODUCT HANDLING

A. Delivery:

1. Deliver materials to job in original unopened containers with labels intact.

B. Protection:

1. Store approved materials in a suitable and designated area at the job site.
2. The designated area shall be restricted to storage of paint materials and related equipment.
3. Use necessary means to ensure safe storage and use of materials and prompt and safe disposal of waste.

## PART 2. PRODUCTS

### 2.1 PAINT MATERIALS

A. Manufacturer:

1. Materials selected for coating system for each surface shall be the product of a single manufacturer.
2. Paint materials listed herein are the products of Sherwin Williams and require no further approvals to manufacturer or catalog number.
3. Equivalent products of Pittsburgh Paint (Speed hide); DuPont (Lucite); and Themec may be used subject to approval by the Owner of the materials list required to be submitted under Article 1.3 above.

B. Compatibility:

1. Paint materials and equipment shall be compatible in use.
  - a) Finish coats shall be compatible with prime coats.
  - b) Prime coats shall be compatible with surface to be coated.
  - c) Tools and equipment shall be compatible with coating to be applied.
2. Thinners shall be only those recommended by the manufacturer of the material being thinned.
3. The paint contractor shall review all existing surfaces to test and verify they are compatible with scheduled finish and take additional steps as needed to strip, coat or otherwise prepare the existing surface so that it will be compatible with the scheduled finish.

## PART 3. EXECUTION





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## 3.1 PREPARATION OF SURFACES, GENERAL

### A. Protection:

1. Mask, remove, or otherwise protect all hardware, accessories, machined surfaces, plates, lighting fixtures, and similar items in contact with painted surfaces but not scheduled to receive paint.

### B. Priming:

1. Spot prime exposed nails and other metals, which are to be painted, using primer recommended by manufacturer of the coating system.

### C. Cleaning:

1. Clean all surfaces before applying paint.
2. Schedule cleaning and painting so that dust or other contaminants from cleaning process will not fall on wet, newly painted surfaces.

## 3.2 PREPARATION OF WOOD SURFACES

### A. Cleaning:

1. Clean wood surfaces until free from dirt, oil, and all foreign substance.

### B. Smoothing:

1. Unless noted to be left rough, smooth finish wood surfaces exposed to view with proper sandpaper.
2. Use varying degrees of coarseness in sandpaper to produce uniformly smooth and unmarred wood surfaces.

### C. Knots:

1. Scrape off pitch, clean the surface and apply one coat of knot-sealer.
2. Remove and treat all pitch surfaces as required for large knots.

### D. Dryness:

1. Do not proceed with painting of wood surfaces until moisture content is 12% or less as measured by moisture meter.

## 3.3 PREPARATION OF METAL SURFACES

### A. Galvanized Metal:

1. Clean with solvent until completely free from dirt, oil and grease.
2. Treat cleaned surface with phosphoric acid etch.
3. Remove excess etching solution and allow drying completely before application of paint.

### B. Other Metals:

1. Clean all surfaces until completely free from dirt, oil and grease.
2. Allow to dry thoroughly before application of paint.

## 3.4 PAINT APPLICATION

### A. General:

1. Paint all surfaces except glass, finished masonry, flat concrete, and similar items not pre-finished and not called out as unfinished.



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2. Paint grilles and other pre-finished items where factory pre-finish is not in accordance with color schedule.

B. Drying:

1. Oil-base and oleo-resinous solvent type paints shall be considered dry for recoating when paint feels firm, does not deform or feel sticky under moderate pressure of the thumb and application of another coat does not cause lifting or loss of adhesion of undercoat.

C. Environmental Conditions:

1. Comply with manufacturer's recommendation as to environmental conditions under which coating systems may be applied.

D. Moisture Content:

1. Use an approved moisture-meter to test surfaces.
2. Do not apply initial coating until meter reading is within limits recommended by paint manufacturer.

E. Defects:

1. Sand and dust between coats to remove defects visible to the unaided eye from a distance of five ft.

F. Color of Undercoats:

1. Slightly vary the color of succeeding coats.

G. Paint/seal all door tops and bottoms, all coats.

### 3.5 INSPECTION

A. General:

1. Do not apply additional coats until completed coat has been inspected and approved.

B. Number of Coats:

1. Only inspected and approved coats will be considered in determining number of coats applied.

### 3.6 DRY MIL THICKNESS

A. Measurement:

1. Provide and use a "Toohe Dry Mil Thickness Gage," or other approved gage, to prove dry mil thickness of paint applied.

### 3.7 CLEANING UP

A. General:

1. Do not allow accumulation of empty containers or other excess items except in areas set aside for that purpose.
2. Prevent accidental spilling of paint materials; in event of spill:
  - a) Remove spilled material and waste or other equipment used to clean up spill.
  - b) Clean surfaces to their original undamaged conditions.

B. Prior to Final Inspection:

1. Visually inspect all surfaces and remove all paint and traces of paint from surfaces not scheduled to be painted.