



STATE OF NORTH CAROLINA

University of North Carolina at Charlotte

Request for Proposal #: 66-25019 CB

Campus Commercial & Residential Painting Services

Date of Issue: Monday, November 4, 2024

Proposal Due Date: Tuesday, December 3, 2024

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Carla Butler-Blackburn

Purchasing Agent

Email: cbutlerb@charlotte.edu



UNIVERSITY OF NORTH CAROLINA
CHARLOTTE

STATE OF NORTH CAROLINA

University of North Carolina at Charlotte

Request for Proposal #

66-25019 CB

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
University of North Carolina at Charlotte

Refer ALL Inquiries regarding this RFP to:
 Carla Butler-Blackburn
 cbutlerb@charlotte.edu

Request for Proposal #: 66-25019 CB

Proposals will be received until: 2:00 PM ET Tuesday, December 3, 2024

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED.
Late proposals CANNOT and will NOT be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:		P.O. BOX:
CITY, STATE & ZIP:		TELEPHONE NUMBER:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
NAME OF PERSON SIGNING ON BEHALF OF VENDOR:		TITLE:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

<p><u>FOR STATE USE ONLY:</u> Offer accepted and Contract awarded this _____ day of _____, 2024, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of UNC Charlotte)</p>
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1.0 PURPOSE AND BACKGROUND

The University of North Carolina at Charlotte was established in 1965 by the North Carolina General Assembly which transformed Charlotte College, with beginnings in 1946, into a campus of The University of North Carolina. It is organized into the following eight colleges: College of Arts & Architecture; College of Science; College of Humanities & Earth and Social Science; College of Business; College of Education; College of Engineering; College of Health and Human Services; and the College of Computing and Informatics. It offers a broad array of degree programs at the undergraduate, graduate, and doctoral levels and also in graduate certificate programs.

Enrollment is approximately 30,000 with 19 percent of the students pursuing graduate degrees. The University is expected to experience continued growth in the foreseeable future.

The University is issuing this RFP to establish convenience contracts with multiple commercial painting companies for use on future large and small interior painting projects as the needs arise. Each project will vary in size and scope but shall not exceed \$300,000.00 in total cost. Painting Services will take place within residence halls, and other facilities managed by the Housing & Residence Life Department as well as other academic facilities and office spaces around campus as coordinated through Facilities Management.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto

1.1 CONTRACT TERM

The Contract shall have an initial term of *one (1)* year, beginning on the date of final Contract execution (the “Effective Date”).

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT

ATTENTION: NC E-Procurement does NOT apply to this solicitation and the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions does NOT apply.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any

language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	Monday, November 4, 2024
Hold Pre-Proposal Meeting/Site Visit	State	Tuesday, November 12, 2024 at 1:00 PM ET
Submit Written Questions	Vendor	Thursday, November 14, 2024 by 12:00 PM ET
Provide Response to Questions	State	Tuesday, November 19, 2024
Submit Proposals	Vendor	Tuesday, December 3, 2024 by 2:00 PM ET
Contract Award	State	TBD

2.5 URGED AND CAUTIONED PRE-PROPOSAL CONFERENCE

Date: Tuesday, November 12, 2024
Time: 1:00 PM Eastern Time
Location: 9201 University City Blvd
Housing and Residence Life
Room Number 004
Charlotte, NC 28223
Contact #: 704 687-7323

Instructions: Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory site visit is scheduled for this RFP. A campus map is available at <https://facilities.charlotte.edu/our-services/maps/printable-campus-maps> and Vendors are strongly encouraged to arrive early because parking on campus is difficult to obtain. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract.

2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to cbutlerb@charlotte.edu by the date and time specified above. Vendors should enter "RFP # 66-25019 CB. Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to **the electronic Vendor Portal (eVP)**, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay, or technical issue. It is the Vendor's sole responsibility to ensure its proposal has been received via the eVP as described in this RFP by the specified time and date of opening. The date and time of receipt will be electronically time stamped by the system when received. Any proposal or portion thereof received or attempted to be submitted after the proposal submission deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

Attempts to submit a proposal via mail, courier, facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.

This will be a One-Step proposal process:

Vendor's proposal may contain both the Technical and Financial Proposal (ATTACHMENT A) submitted for evaluation in a single file.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the University may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.8 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor RFP responses shall include the following items and attachments:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; (iii) Vendor's agreement to comply

with all instructions, terms and conditions, and attachments; and (iv) contact information for Vendor's representative responsible for this RFP.

- b) Completed and signed version of all EXECUTION PAGES, and completed version of any pages requiring vendor input.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor's Proposal addressing all Specifications of this RFP.
- e) Completed version of ATTACHMENT A: FINANCIAL PROPOSAL
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
- k) Summary of Project History and Examples. Please refer to Section 3.4(1) Evaluation Criteria
- l) Summary of Company Background. Please refer to Section 3.4(2) Evaluation Criteria
- m) Company Safety Plan. Please refer to Section 3.4(2) Evaluation Criteria

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #___ [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found at the link listed at the end of this document which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award Contracts to multiple Vendors the State reserves the right to make a single award to one Vendor, to not award one or more portions or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be accessed via the eVP and all offers (except those that have been previously withdrawn, or voided bids) will be noted. Since negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be noted at the time of opening. Interested parties are cautioned that proposals and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's final position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Proposals will generally be evaluated according to completeness, content, experience with similar projects, ability of the offer or and its staff, and cost. Specific evaluation criteria are listed section 3.4 EVALUATION CRITERIA, below.

Vendors are cautioned that this is a request for proposals, not a request to contract, and the University reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the University.

The University reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the University, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

1. Project History and Examples

30%

- Sample Invoice (invoices should be submitted for the two Mock Projects in the same format as to be received for actual future projects)
 - Summary of projects similar in size and scope with like organizations. A minimum of three (3) projects is preferred. Projects should include names, dates and timelines, scope of work, contact at the organization, pictures if available, etc.
2. Pre-Qualification Criteria

50%

- Vendor Experience (Section 4.5)
 - References (Section 4.6)
 - Financial Stability (Section 4.3)
 - Summary of Company Background including the following:
 - Years in Service
 - Intro to Management staff and years of experience
 - # of workers and staffing model (full-time, part-time, sub-contractors, etc.)
 - Staff training
 - Proof of Insurance and acceptable coverage limits
3. Pricing

20%

- All rates included as listed in ATTACHMENT A
 - Rates will be reviewed and compared to other responses

The State will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of XX. All other competing proposals will be assigned a portion of the maximum score using the formula:

Financial Proposal
Points Available (XX)

x

the cost of the lowest cost proposal

the cost of the cost proposal being evaluated

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of

the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

4.1 FINANCIAL PROPOSAL

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: FINANCIAL PROPOSAL and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

The standard format for invoicing shall be single Invoices meaning that the Vendor shall provide the University with an invoice for each order. Invoices shall include detailed information to allow University to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Purchase Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.6 REFERENCES

Vendor shall provide three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State *may* contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained *may* be considered in the evaluation of the Proposal.

4.7 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.9 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in

this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- ☐ Small Purchases
- ☒ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- ☐ Contract value in excess of \$1,000,000.00

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The Housing and Residence Life (HRL) Department and campus Facilities Management (FM) Department is seeking to establish convenience contracts with multiple full-service commercial painting companies to assist with the frequent re-painting needs of residential, recreational, academic and office spaces managed by the HRL and FM Departments. These needs may consist of small projects and/or large projects as such:

Small projects include, but are not limited to: surface preparation, wall repair, repainting of walls, ceilings, entire rooms/spaces, and repainting of any fixtures within spaces, including, but not limited to doors, trim, framing, etc. These needs will be identified as needing repair and/or repainting service during the room turnover periods between occupancy. These projects may consist of one or more rooms in one building.

Large projects which will not exceed a total cost of \$300,000.00 may include, but are not limited to, all of the services above for multiple buildings, simultaneously, and/or for an entire building to be completely repainted as requested.

The campus is seeking companies that meet or exceed the following PRE-QUALIFYING REQUIREMENTS:

- i) Company is properly registered and licensed to do business in NC, as well as insured for at least the minimum amounts as required by the University.
- ii) Company has full-time employees on staff. All staff must be fully trained, insured and available to complete University projects as required. Background checks are required to have been completed by the company.
- iii) If company utilizes sub-contractors, this group should be limited. All subcontractors shall be in company uniform while working on campus. Sub-Contractors must be experienced, fully insured and have completed projects successfully for the company previously. Background checks are also required for this group.
- iv) Company is able to assign or make available an employee to remain onsite and fulfill project coordination and supervision responsibilities.
- v) The company's managing office is within forty (40) miles of campus.
- vi) Company has in place a company safety policy and plan; a copy must be included with the proposal.
- vii) Company can provide staff to complete projects on weekends and nights as necessary to complete projects by or before deadline requirements.
- ix) Company can manage painting up to 20,000 square feet per day if deadlines require.

UNC Charlotte staff will conduct preliminary inspections and submit their project requests to the contracted companies for review and estimation. The estimated proposals for each project will be competitively evaluated and the University will award the project to the most competitive company. Some projects may require expedited services to meet campus scheduling deadlines. All projects will not be deemed completed until they meet the complete satisfaction of the designated university project manager. The company is expected to take all measures to rectify and resolve any issues to meet 100% satisfaction of the department.

UNC Charlotte may provide paint ONLY, using specifically the Sherwin-Williams or other identified brands required. The company is expected to provide all other labor, primer, materials, chemicals, tools, and supplies necessary to accomplish each project. The company is responsible for all cleanup and construction debris removal for each project.

5.2 TASKS/DELIVERABLES

1.0 REGULATORY REQUIREMENTS

- 1.2.1 Conform to work place safety regulations and requirements of those authorities having jurisdiction for storage, mixing, application and disposal of all paint related materials.
- 1.2.2 Conform to safety precautions in accordance with the latest requirements of Industrial Health and Safety Regulations, latest edition, for authorities having jurisdiction.
- 1.2.3 To reduce the amount of contaminants entering waterways, sanitary/storm drain systems, or the ground, the following procedures shall be strictly adhered to:
- 1.2.4 Retain cleaning water-based materials to allow sediments to be filtered out. In no case shall equipment be cleaned using free draining water.
- 1.2.5 Retain cleaners, thinners, solvents and excess paint and place in designated containers to ensure proper disposal.
- 1.2.6 Return solvent and oil soaked rags used during painting operations for contaminant recovery, proper disposal, or appropriate cleaning and laundering.
- 1.2.7 Dispose of contaminants in an approved legal manner in accordance with hazardous waste regulations.
- 1.2.8 Empty paint cans are to be dry prior to disposal or recycling.
- 1.2.9 Close and tightly seal partly used cans of materials, including sealant and adhesive containers, and store protected in well ventilated, fire-safe area with a moderate temperature.
- 1.2.10 Where paint recycling is available, collect waste paint by type and provide for delivery to recycling or collection facility.
- 1.2.11 Take all necessary precautions and safety measures to prevent fire hazards and spontaneous combustion and to protect the environment from hazardous spills. Materials that constitute a fire hazard (paints, solvents, drop cloths, etc.) shall be stored in suitable closed and rated containers and removed from the site on a daily basis.

2.0 PROJECT/SITE REQUIREMENTS

- 2.2.1 Contractor and contractor's employees must be familiar with and abide by the University's Contractor Safety Program Manual at all times; http://safety.uncc.edu/sites/safety.uncc.edu/files/media/manuals/Contractor_Safety_Program.pdf
- 2.2.2 Unless specifically pre-approved by the University, the Contractor, and the applied product manufacturer, no interior repainting work shall be performed when interior ambient air and substrate temperatures, or humidity level exceed manufacturer's stated limits.
- 2.2.3 Perform no interior repainting work unless adequate continuous ventilation and sufficient heating facilities are in place to maintain minimum ambient air and substrate temperatures for 24 hours, during and after paint application. Provide supplemental ventilating and heating equipment if ventilation and heating from existing system is inadequate to meet minimum requirements. Because of moisture generation and potential fire hazard, the use of gas fired heating units is not allowed, unless otherwise approved by the University.
- 2.2.4 Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by construction activities so that airborne particles will not affect the quality of finished surfaces.
- 2.2.5 No furniture may be used as ladders or work space.
- 2.2.6 Security must be maintained at all times and workers must be properly identified with badges or uniforms; doors must be secured at all times.
- 2.2.7 All interior and exterior doors must be secured at the end of each workday. Interior doors must not be propped open using anything that may damage the door closer or hinges.
- 2.2.8 No workers shall use any residential space as a residence. Residential bathrooms are NOT to be used by contractors. Public restrooms are available in each Residence Hall.
- 2.2.9 No individuals (other than approved contractor workers) shall be onsite while work is being performed, including but not limited to family members, friends, or other acquaintances.
- 2.2.10 Contractor must provide an on-site foreman/superintendent with authority to answer questions and direct work. Business and after hour contact information must be provided for each foreman/superintendent.
- 2.2.11 Workers on site and or the project foreman/superintendent must be able to communicate effectively and clearly with University staff.

- 2.2.12 In the event of emergency, University Police must be notified. Using a university phone, please dial 7-2200 for assistance.
- 2.2.13 Employees must maintain proper conduct on University property. Workers who are alleged to have made inappropriate comments/behavior will be asked to leave the job for the remainder of the job and not return.

3.0 SCHEDULING REQUIREMENTS

- 3.2.1 When painting or repainting occupied areas, submit work schedule for various stages of work for the University's review and approval, as requested.
- 3.2.2 Schedule interior repainting operations to prevent disruption of and by other trades when applicable.
- 3.2.3 Schedule interior repainting operations to prevent disruption of occupants in and about the building. Obtain written authorization from University for changes in work schedule.
- 3.2.4 Repainting in occupied facilities shall be carried out during hours that are in accordance with University's operating requirements. Schedule work such that painted surfaces will have dried before occupants are affected.
- 3.2.5 Contractor must coordinate with university project management for access to buildings prior to project start date.

4.0 MAINTENANCE MATERIALS REQUIREMENTS

- 4.2.1 At project completion, return all paint provided and/or left over, properly sealed, labeled and identified for University's later use in maintenance. Store as directed.

5.0 PRODUCT REQUIREMENTS

5.2 MATERIALS

- 5.2.1 Paints to be used will be of the Sherwin-Williams or other identified brand and may be provided by the University. All paints used other than those provided must be consistent with those provided and specified to use.
- 5.2.2 All materials and paints shall be lead and mercury free.
- 5.2.3 All paint materials shall have good flowing and brushing properties and shall dry or cure free of blemishes, sags, air entrapment, etc. Refer to section III, Execution Requirements and Subsection E Field Quality Control/Standard of Acceptance requirements.

5.3 FINISH AND COLORS

- 5.3.1 Unless otherwise specified herein, all interior repainting work shall be done in accordance with University requirements.
- 5.3.2 Color choices will be provided by the University.
- 5.3.3 Interior colors and/or patterns shall be consistent throughout each unit.
- 5.3.4 Unless otherwise noted, repaint walls within a given area using the same color as selected.
- 5.3.5 Ceilings [including those having a spray textured coating, unless otherwise noted] shall be repainted with Housing's standard UNC Charlotte New Shell white.
- 5.3.6 Corridors shall be painted according to University selections.
- 5.3.7 Unless otherwise noted or scheduled, all doors, frames and trim shall be repainted using a G5 (semi-gloss) finish.
- 5.3.8 Access doors, registers, radiators and covers, exposed piping and electrical panels shall be repainted to match adjacent surfaces (i.e. color, texture and sheen), unless otherwise noted or where pre-finished.

5.4 GLOSS/SHEEN

- 5.4.1 Paint gloss shall be defined as the sheen rating of applied paint, in accordance with the following MPI gloss/sheen standard values:

Gloss Level	Description	Gloss @ 60 Degrees	Sheen @ 85 Degrees
1	Traditional matte finish, Flat	Maximum 5 units	Maximum 10 units
2	High side sheen Flat, "Velvet-like" finish	Maximum 10 units	10-35 units

3	Traditional "Eggshell-like" finish	10-25 units	10-35 units
4	Satin-like" finish	20-35 units	Minimum 35 units
5	Traditional Semi-Gloss	35-70 units	N/A
6	Traditional Gloss	70-85 units	N/A
7	High Gloss	More than 85 units	N/A

5.4.2 Gloss level ratings of all painted surfaces shall be as specified herein and as noted on individual project bid documents.

6.0 EXECUTION REQUIREMENTS

6.2 WORKFLOW PROCESS, TIMELINES AND EXPECTATIONS

- 6.2.1 Most projects will be considered small projects to be performed on an as-needed basis and will be requested mainly during, but not limited to, the summer months.
- 6.2.2 For small projects, Contractors should be able to begin work as soon as reasonably possible and work shall continue daily until the project is completed.
- 6.2.3 Contractors may be required to paint up to a maximum of 20,000 square feet of wall coverage daily based on project needs to complete projects on or before required deadlines.
- 6.2.4 The Contractor can expect to receive a list of residential units (with floorplans as available) that need repainting services. HRL will predetermine those walls, ceilings, etc. that need repainting and identify them either on the floor plans or in the physical spaces. Rooms may NOT need to be repainted entirely. The Contractor must be able to conduct their walkthrough and submit their quote for the project within two (2) days of the initial request.
- 6.2.5 The Contractor will only be paid for areas identified as needing repainting and thus quoted pending final inspection and approval by UNC Charlotte . Any additional costs must be approved by the university prior to payment. Any required pre-payments must be communicated to UNC Charlotte in advance and will be pending University approval.
- 6.2.6 All contracts established are considered convenience contracts to use as-needed. No minimum level of work or revenue can be guaranteed.
- 6.2.7 Projects will have strict deadlines as established by University staff. Project deadlines must be adhered to with no exceptions. If contractor cannot meet University deadlines, they should not bid on the project.

6.3 CONDITION OF SURFACES

- 6.3.1 Prior to commencement of repainting work, thoroughly examine (and test as required) all interior conditions and surfaces scheduled to be repainted and report in writing to the University any conditions or surfaces that will adversely affect work of this section.
- 6.3.2 The degree of surface deterioration (DSD) shall be assumed for project purposes to be the DSD-3 level. Any units beyond this level should be reported to the owner before work begins:

Condition	Description
DSD-0	Sound surface (may include visual (aesthetic) defects that do not affect film's protective properties).
DSD-1	Slightly deteriorated surface (may show fading; gloss reduction, slight surface contamination, minor pin holes scratches, etc.)/Minor cosmetic defects (runs, sags, etc.)

DSD-2	Moderately deteriorated surface (small areas of peeling, flaking, slight cracking, staining, etc.)
DSD-3	Severely deteriorated surface (heavy peeling, flaking, cracking, checking, scratches, scuffs, abrasion, small holes and gouges).
DSD-4	Substrate damage (repair or replacement of surface required by others)

- 6.3.3 Other than the repair of DSD-1 to DSD-3 defects included under this scope of work, structural and DSD-4 substrate defects discovered prior to and after surface preparation or after first coat of paint shall be made good and sanded by others ready for painting, unless otherwise agreed to by the University and painter.
- 6.3.4 No repainting work shall commence until all such DSD-3 and DSD-4 adverse conditions and defects have been corrected and surfaces and conditions are acceptable. It shall always be the responsibility of the Contractor to see that surfaces are properly prepared before any paint or coating is applied. It shall also be the Contractor's responsibility to paint the surface as specified providing that the University accepts responsibility for uncorrected DSD-4 substrate conditions.
- 6.3.5 Sand, clean, dry, etch, neutralize and/or test all surfaces under adequate illumination, ventilation and temperature requirements.
- 6.3.6 Remove and securely store all miscellaneous hardware and surface fittings/fastenings (e.g. electrical plates, mechanical louvers), door and window hardware (e.g. hinges, knobs, locks trim, frame stops), removable rating / hazard / instruction labels, washroom accessories, light fixture trim, etc. from wall and ceiling surfaces, doors and frames, prior to repainting and replace upon completion. Carefully clean and replace all such items that will mar or remove finishes (e.g. lacquer finishes). Doors shall be removed before repainting to paint bottom and top edges and then re-hung. Contractor will be held responsible for any lost hardware.
- 6.3.7 Protect all adjacent interior surfaces and areas, including rating and instruction labels on doors, frames, equipment, piping, fire alarms, etc. so they are not damaged from repainting operations. Utilize drop cloths, shields, masking, templates, or other suitable protective means to prevent such damage; Contractor must correct/repair any damage caused by failure to provide such protection.

6.4 APPLICATION

- 6.4.1 Do not commence repainting unless substrates are acceptable and until environmental conditions (heating, ventilation, lighting and completion of other sub-trade work, if applicable) are acceptable for applications of products.
- 6.4.2 Apply primer paint or stain in accordance with manufacturer's finish requirements; no watering or diluting of product may occur.
- 6.4.3 Apply primer, paint or stain in a workmanlike manner using skilled and trade-qualified applicators as noted under Quality Assurance.
- 6.4.4 Primer, paint or stain coats specified are intended to cover surfaces satisfactorily when applied at proper consistency and in accordance with manufacturer's recommendations.
- 6.4.5 Unless otherwise approved by the University, apply a minimum of three (3) coats of paint where deep or bright colors are used to achieve satisfactory results. The three (3) coats include: one (1) primer and two (2) color coats.
- 6.4.6 Do not apply finishes on interior surfaces that are not sufficiently dry. Unless manufacturer's directions state otherwise, each coat shall be sufficiently dry and hard before a following coat is applied.
- 6.4.7 To avoid air entrapment in applied coats, apply materials in strict accordance with manufacturer's spread rates and application requirements.

6.5 MECHANICAL/ELECTRICAL EQUIPMENT

- 6.5.1 Unless otherwise noted, repainting shall also include exposed to view/previously painted mechanical electrical equipment and components (panels, conduits, piping, hangers, ductwork, etc.)
- 6.5.2 Touch up scratches/marks and repaint such mechanical and electrical equipment and components with color and sheen finish to match existing, unless otherwise noted or scheduled.
- 6.5.3 Do not paint over name plates or instruction labels.
- 6.5.4 Leave unfinished exposed conduits, piping hangers, ductwork, and other mechanical and electrical equipment in original finish unless otherwise directed by the University.

- 6.5.5 Keep repainted sprinkler heads free of paint.
- 6.5.6 Do not paint interior transformers and substation equipment.

6.6 FIELD QUALITY CONTROL/STANDARD OF ACCEPTANCE

- 6.6.1 All surfaces, preparation, and paint applications shall be inspected. Work areas must be 100% complete before moving to the next area.
- 6.6.2 Repainted interior surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent to the University inspector:
 - 6.6.2.1 Brush/roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
 - 6.6.2.2 Evidence of poor coverage at rivet heads, plate edges, lap joints, crevices, pockets, corners and reentrant angles.
 - 6.6.2.3 Damage due to touching before paint is sufficiently dry or any other contributory cause.
 - 6.6.2.4 Damage due to application on moist surfaces or caused by inadequate protection from the weather.
 - 6.6.2.5 Damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.)
 - 6.6.2.6 Nail holes, pin holes, paint tears, dents and other imperfections that are still visible due to improper repair prior to applying paint.
 - 6.6.2.7 Appearance of tape, adhesive, or other debris visible under the applied paint.

6.7 PROTECTION

- 6.7.1 Protect all newly painted exterior surfaces from rain and snow, condensation, contamination, dust, salt spray, and freezing temperatures until paint coatings are completely dry. Curing periods shall meet or exceed the manufacturer's recommended minimum time requirements.
- 6.7.2 Erect barriers or screens and post signs to warn, limit or direct traffic away from work area as required.
- 6.7.3 All furnishings must be properly protected from damage.
- 6.7.4 Fire protection equipment cannot be painted and must be properly protected. Contractor must contact the project coordinator for permission to deactivate the fire alarm system.

6.8 CLEAN-UP

- 6.8.1 Remove all paint where spilled, splashed or splattered as work progresses using means and materials that are not detrimental to affected surfaces.
- 6.8.2 Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials, and debris. No personal trash of workers should be left behind.
- 6.8.3 Remove combustible rubbish materials and empty paint cans each day, and safely dispose of same in accordance with requirements of authorities having jurisdiction.
- 6.8.4 Clean equipment and dispose of wash water/solvents as well as all other cleaning and protective materials (e.g. rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers in accordance with the safety requirements of authorities having jurisdiction.

7 PROJECT INSTRUCTIONS

- 7.2 This convenience contract will include, but is not limited to, the contractor providing all labor, equipment, supplies, supervision, and insurance necessary to complete all assigned work involving interior painting (including surface preparation). All services must be performed in accordance with all local, state, and federal regulations and procedures.
- 7.3 All paint will be supplied by the University in order to best match the existing wall color. All other materials needed for the work, including but not limited to primer, ladders, pans, brushes, rollers/covers, tape, sheetrock, sheetrock screws, joint tape, and mud must be provided by the contractor.
- 7.4 Contractor will be responsible for repairing and prepping, where necessary, all defective substrate. Sheetrock repairs smaller than 4"x4" must be repaired at no additional cost to the University and should be included in the base cost of painting. Contractor must evaluate all sheetrock repairs that exceed 4"x4" and provide associated repair costs in the estimation proposal. Contractor is responsible for repairing sheetrock as necessary prior to re-painting.
- 7.5 Finish levels vary by space. Bedrooms, corridors, and common spaces will be painted with flat paint unless otherwise specified, whereas bathroom walls, doors and door frames will be painted to a level 4 finish at least. Contractor will be responsible for multiple coats on all surfaces to ensure no shadowing, fading, or bleeding through. Due to the use of eggshell or low-sheen paint throughout the buildings, surfaces may require a 2nd and 3rd coat to ensure proper coverage.

- 7.6 Contractor must prime all surfaces as needed in order to ensure proper adherence of new paint and coverage of repairs, stains, etc.
- 7.7 Paint spraying should be avoided whenever possible in order to prevent unnecessary fire alarms or damage to fire safety equipment. Spraying must be approved beforehand by UNC Charlotte staff before it commences. False fire alarms that caused by prohibited or careless activities by the Contractor and/or Contractor's employees may result in a chargeback to the Contractor.
- 7.8 Contractor must provide a foreman or supervisor who will serve as the contact person for UNC Charlotte staff so that any questions or concerns by UNC Charlotte staff can be addressed in a timely manner. This supervisor must:
 - 7.8.1 Be available to attend meetings as requested to discuss the project and scheduling, review and inspect prior work, and examine overall project schedule.
 - 7.8.2 Be available by phone, daily throughout the project. Should the need arise, this person should be able to appear onsite within four (4) hours to meet with UNC Charlotte staff as requested.
 - 7.8.3 Be onsite regularly to ensure project progress and quality levels are being met.
- 7.9 Contractor will be responsible for removal of all trash, debris and related materials daily and will clean-up the project site daily. Contractor shall provide their own trash receptacles/dumpsters for the disposal of project-related waste.
- 7.10 Contractor will need to obtain parking permits with the University's Parking Services Office throughout the duration of each project or figure out other parking and travel accommodations to worksite. UNC Charlotte staff may assist with this effort, but is not responsible for any parking violations received by Contractor employees.

8 DAMAGES

- 8.2 Contractor will be responsible and liable for sprinkler heads, smoke detectors, and any other fire-related systems that are not covered or protected from paint and are damaged. Contractor is strongly encouraged to check all fire safety equipment in work areas prior to work commencing and note any equipment that already has evidence of paint residue. These areas should then be shown to UNC CHARLOTTE staff so that agreed upon equipment can be noted. At the end of the project, a building walkthrough will be conducted by fire safety personnel to test and inspect all equipment functionality. Upon inspection by fire safety personnel, if damage is found on any fire safety equipment that was not noted prior to work commencing, the contractor will be responsible for any damaged equipment and all replacement parts and labor.
- 8.3 University trash receptacles, mop closets, dollies, buckets and other University equipment are prohibited for use by contractors and will be monitored daily by UNC Charlotte staff for chargebacks.
- 8.4 Paint brushes and any other related equipment are prohibited from being washed or cleaned in University facilities and no paint or chemicals are to be poured into any drains. UNC Charlotte will make one sink available that can be used throughout the project(s) for this purpose.
- 8.5 Contractor must protect all surfaces, including floors, windows, etc. from paint and will be held responsible for any damages.
- 8.6 All student units and other spaces are outfitted with University-supplied furniture. Contractor has the responsibility to move furniture out of the way in order to access the walls as needed. Furthermore, furniture must be set back in its original place prior to completing the room. Contractor will ensure that all University furniture and fixtures will not be used as ladders during this process. Any damage to University property will be a chargeback for replacement costs.
- 8.7 Contractors are responsible for any damages to the University doors and hinges resulting from being propped open by workers.

9 PRICING, COSTS AND PAYMENTS

- 9.2 The Contractor shall submit a separate estimate for each project UNC Charlotte contacts them to price.
- 9.3 It is expected the Contractor's quoted pricing be reasonably similar to the pricing included with this submission for the duration of the contract as applicable to the project. However, pricing is not locked in per this contract and it is understood, various situations and circumstances can and will cause pricing to vary as the rooms, needs and projects vary.
- 9.4 All costs associated with each project (i.e. labor, sheet rock repair, materials, trash, etc.) must be included and identified within each quote and is subject to University approval prior to the project start date. Additional costs incurred by the Contractor may not be charged-back to the University if not included with the original project quote unless first approved by the University. The submitted estimate establishes a not-to-exceed cost for each project.
- 9.5 Any pre-payment the Contractor requires prior to the project completion date must be communicated to the UNC Charlotte Department in advance and is subject to UNC Charlotte approval, as well as the terms and conditions of University pre-payment processes.

- 9.6 All labor costs for paint work is to include all associate supplies and the cost of minor surface preparation and repair, such as but not limited to nail holes, fastener holes, minor gouging, nicks, tears, feathering, light rust removal, etc.
- 9.7 All wall repair pricing shall include spackling and taping where required.

Labor costs shall also include room/area preparation and any furniture moving necessary.

5.3 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues.

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.5 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.6 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.7 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

EACH ATTACHMENT CAN BE ACCESSED FROM THIS LINK:

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

ATTACHMENT A: FINANCIAL PROPOSAL

Complete and return the Pricing associated with this RFP, which can be found at the following table below

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors are incorporated herein by this reference.

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions are incorporated herein by this reference.

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form.

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference form.

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor form.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition form.

LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Complete both the Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL.

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****

ATTACHMENT A: COST PROPOSAL

The Mock Painting Projects below are for evaluating capabilities and pricing only for the purposes of this RFP. Painting companies awarded a contract because of this RFP will be contacted for quoting individual projects as needed throughout the duration of the awarded contract period. It is the intent of the University to award multiple vendors and to seek competitive quotes from these vendors for specific projects as needed. The University does not guarantee any minimum amount of work because of an awarded contract. It is understood by the University that actual costs may vary based on the circumstances of each individual project. The projects below are representative of common projects that may be needed and therefore the pricing submitted below should be representative of actual pricing for these specific projects and may be used to evaluate actual quoted pricing for any similar projects.

Mock Painting Project I – Dorm Bedroom Re-Paint

- Interior painting to include one (1) bedroom
- Bedrooms are 8'x11' sheetrock walls that are 8' tall
- 2 coats
- Painter to repair damage to the wall near the ceiling around one bedroom in each unit due to use of LED strips, and assume minor wall spackle, the size of a dime or less elsewhere, as needed
- 1 coat ceiling
- Touch up paint on doors and repaint door trim in each room
- Painter responsible for moving and covering all furniture
- University prefers job to be completed within 1 day
- University to supply paint only



Project Cost: \$ _____

Project Timeline: _____ days

Mock Painting Project II – Dorm Bedroom Re-Paint

- Interior painting to include eighty-eight (88) bedrooms
- Bedrooms are 8'x11' sheetrock walls that are 8' tall
- 2 coats
- Painter to repair damage to the wall near the ceiling around one bedroom in each unit due to use of LED strips, and assume minor wall spackle, the size of a dime or less elsewhere, as needed
- 1 coat ceiling
- Touch up paint on doors and repaint door trim in each room
- Painter responsible for moving and covering all furniture
- University prefers job to be completed within 4 weeks
- University to supply paint only



Project Cost: \$ _____

Project Timeline: _____ days