



STATE OF NORTH CAROLINA

NORTH CAROLINA CENTRAL UNIVERSITY

Invitation for Bid #: 61-IFB25002

PAINTING, PLASTER and POWER WASHING SERVICES

Date of Issue: July 30, 2024

Bid Opening Date: August 15, 2024

At 2:00 PM EST Local Time

Direct all inquiries concerning this IFB to:

Bernell Bright

Purchasing Manager

Email: bbright3-t@ncu.edu

Phone: 919 530-6877



STATE OF NORTH CAROLINA

Invitation for Bid

61-IFB25002

For internal State agency processing, including tabulation of bids, 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 bid.
Failure to do so may subject your bid 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>

Sealed, mailed responses ONLY will be accepted for this solicitation.

**STATE OF NORTH CAROLINA
NORTH CAROLINA CENTRAL UNIVERSITY**

Refer <u>ALL</u> Inquiries regarding this IFB to: Bernell Bright Phone: 919 530-6877 Email: bbright3-t@ncceu.edu	Invitation for Bid #: 61-IFB25002
	Bids will be publicly opened: August 15, 2024, at 2:00 PM EST Local Time North Carolina Central University Shepard Administration Bldg., RM 103 Durham, NC 27707
Using Agency: North Carolina Central University Requisition No.: TBA	Commodity No. and Description: 781816 - Painting

EXECUTION

In compliance with this Invitation for Bid (IFB), 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 bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid 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 bid, 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 IFB, 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 IFB, 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 bid, 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 bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		

Bid Number: 61-IFB25002

Vendor: _____

PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
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 IFB.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this IFB, 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>FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative)</p>

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

1.0 PURPOSE AND BACKGROUND

North Carolina Central (NCCU) is seeking to contract with qualified vendor/vendors to provide painting, plater repairs, pressure washing and maintenance of surfaces services on an “as needed” basis for NCCU campus.

The intent of this solicitation is to award an Agency Specific Contract, where no minimum or maximum quantities of services are guaranteed. Orders will be placed at the time of need at the awarded Vendor’s proposed rates.

The University/State reserves the right to award-to multiple vendors and/or separate awards to different vendors for one or more-line items.

1.1 CONTRACT TERM

The Contract shall have an initial term of *Three years (3)* years, beginning on the date of final Contract execution (the “Effective Date”). The Vendor shall begin work under the Contract within ten (10) business days of the Effective Date or sooner.

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 no later than 90 days 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.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: Attention: This is **NOT an E-Procurement solicitation. The paragraph entitled ELECTRONIC PROCUREMENT OF the North Carolina General Contract Terms and Conditions does not apply to this solicitation.**

2.3 NOTICE TO VENDORS REGARDING IFB 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 IFB 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 IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID 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 IFB 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 bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purports to vary any terms and conditions or Vendors’ instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid 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 IFB 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 during negotiations 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 bid as nonresponsive.

2.4 IFB SCHEDULE

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

****The State reserves the right to revise the schedule in its sole discretion****

Event	Responsibility	Date and Time
Issue IFB	State	July 30, 2024
Submit Written Questions	Vendor	August 6, 2024, by 12:00 PM EST
Provide Response to Questions	State	July 8, 2024
Submit Bids	Vendor	August 15, 2024, by 2:00 EST
Contract Award	State	TBD

2.5 RESERVED

2.6 BID QUESTIONS

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

Written questions shall be emailed to bbright3-t@nccu.edu by the date and time specified above. Vendors should enter “IFB # 61-IFB24009: Questions” as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

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 IFB. 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 IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.7 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. A vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. The time and date of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid deadline will be rejected.

By Mail

<p>Mailing address for delivery of bid via US Postal Service</p> <p>Office Address of delivery by any other method (special delivery, overnight, or any other carrier).</p>
<p>BID NUMBER: 61-IFB25002</p> <p>North Carolina Central University</p> <p>ATT: Bernell Bright – Purchasing Manager</p> <p>1801 Fayetteville St Shepard Bldg. Rm 208</p> <p>Durham, N 27707</p>

CAUTION: For bids submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State’s Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting bids by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a bid via facsimile (FAX) machine, telephone, or email in response to this IFB shall NOT be accepted.**

- a) Submit a **signed, original executed** bid response, *one (1) bound, tabbed copy of the original complete bid and an electronic version on a USB flash drive in searchable Adobe Acrobat PDF format. Include un-redacted copy and, if required, a redacted (Proprietary and Confidential Information Excluded) copy on flash drive of your bid simultaneously to the address identified in the table above.*
- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.
- c) Copies of bid files must be provided on separate read-only CD’s, DVD’s or flash drives. File contents **shall NOT** be password protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.
- d) If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. 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 bid with its bid submission, the Department may release an unredacted version if a record request is received.

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

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding to this IFB 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 IFB and all Addenda thereto.

2.8 BID CONTENTS

Vendors shall populate all attachments of this IFB 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 bid, in the State's sole discretion.

Vendor IFB responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Completed version of ATTACHMENT A: PRICING
- d) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- e) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- f) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

3.0 METHOD OF AWARD AND BID 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 responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to multiple Vendor, the State reserves the right to make separate awards to different Vendors for one or more-line items, to not award one or more line items, or to cancel this IFB 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 bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB 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 bid to this IFB, 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 bid 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 IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB 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 IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When 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 tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing 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 bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the State's eVP website under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid 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 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 IFB, 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

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB 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 bids 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 IFB. Except as specifically stated in the IFB, 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 bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, 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 IFB. 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 bid, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Bid Questions Section above.

If awarded the Contractors should provide a letter from a bonding company stating that they are bondable (this will be used to indicate that they are financially stable and provide some proof of past performance). (Contractor may show where they have worked under a bond within the past three years in lieu of letter from bonding company)

The Service Contractor should staff each job in accordance with the size and time demands placed on the job. The company staffing shall consist of a:

- 1. Plaster with a minimum of seven (7) years of commercial experience,
- 2. Painter with a minimum of seven (7) years of commercial experience
- 3. Journeyman level Painter with a minimum of five (5) years of commercial experience
- 4. Painter Helper with a Minimum of two (2) years of experience in painting/plastering
- 5. Journeyman level pressure washer with a minimum of five (5) years of commercial experience

The Foreman is required to be on the job site fifty percent (50%) of the duration of each job. Of the positions noted above the company total staff in the field should be a minimum of eight (8) employees.

4.1 PRICING

The bid 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: PRICING FORM and include in Vendor's response.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow the Purchasing Agency 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 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 IFB 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 REFERENCES

Vendor shall provide at least 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 contacts 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 shall be considered in the evaluation of the Bid.

4.6 BACKGROUND CHECKS

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

4.7 PERSONNEL

The 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 subcontractors(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 bid 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.

4.8 VENDOR’S REPRESENTATIONS

If Vendor’s bid 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.

4.9 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

The It is the intent of the University to engage one or more qualified Contractors with demonstrated competence and experience to provide Painting, Maintenance and Pressure Washing services on an "as needed" basis. Neither minimum nor maximum quantities are guaranteed. The University seeks a Contractor willing to engage the University on projects and able to collaborate to reduce costs while maintaining quality.

The Contractors will be provided reasonable means of access to the room/area being serviced. Any surfaces found in need of repair/services will be reported to the University's Facilities Management Representative. The Contractor will provide a cost estimate for the repair, including a cost breakdown of labor and materials. Preventative & scheduled maintenance services will be performed as scheduled and as needed.

Except as otherwise required for the safety or protection of persons or property at the site or adjacent thereto, routine services are restricted to daylight hours performed during regular business hours, and only when visibility conditions allow safe performance of the Services. The Contractor will permit to perform routine services on a Saturday, Sunday, or any legal holiday with the University's consent.

For all intents and purposes, regular business hours will consist of 7:00 AM to 4:00 PM Monday - Friday. Emergency services will be proformed as necessary with prior approval by the University. The Contractor must be able to provide emergency services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including holidays, to handle University needs and emergencies after-hours. The University will contact the Contractor and advise them of the

nature of the emergency Services that are required. The University plans to award a contract to multiple companies to provide the services herein.

The Services will include but not limited to:
 Scheduled Preventative Maintenance.
 Routine Inspections of a schedule walk through.
 Emergency Services and Repairs.
 Press washing surfaces.
 Painting/staining/priming various surfaces
 Repair or replace plaster and sheetrock.
 Applying various types of paints to include epoxy.
 Prep for various types of surfaces and materials

5.1 SPECIFICATIONS

Work Sites: Campus Wide Painting / Plastering:

- Upon start of each job the contractor must examine all surfaces that are to be painted to assure that they are in proper condition to receive primer, paint and/or other finishes.
- Upon the start of each job the contractor must prepare the surface by sanding, scraping, stripping, cleaning, pressure washing, or other methods as required.
- Apply primers approved for each type of surface or finish being painted.
- Apply finishes approved for each type of surface including paints and varnishes of all types.
- The contractor is to paint to provide full cover of the entire area. (The University's Project Manager is the sole judgment of what constitutes full coverage)
- Apply stains of all types to match existing areas and/or new areas as required by manufacturer specifications.
- Use brushes and rollers to apply all materials as specified by the manufacturer. (No spraying is allowed without approval)
- The contractor must protect all surfaces, equipment, furniture etc. from drips, splatters, dust, runs, and finishing materials. All areas not being painted must be protected at all times from all phases of the painting process.
- No door hardware is to be painted. Contractors must not paint over light and outlet switches. (Contractor **will** be responsible for removing paint, paint materials, and splatters from areas that should not be painted)
- The contractor is responsible for reinstalling signs, etc., removed during the job. Where fire rated doors are present the fire rating tag must not be painted.
- Paint colors must be uniform and consistent in all areas. Color schemes are as set forth by the University and will be in force at all times. Paint shall match existing unless otherwise approved in advance.
- Use proper types of repair material to repair plaster, sheetrock, wood, masonry, and metal surfaces.
- Replace damaged plaster down to and including replacement of wall support including all types of walls and metal lath. (The University's Project Manager must approve repair before paint is applied) Use proper plaster methods including applying brown coat, scratch coat and white coat to match existing type of finish.
- Repairs shall include but not be limited to the following: 1) metal lath, 2) scratch coat, 3) brown coat, 4) white coat finish. The repair material may be used with written approval from the Project Manager
- Damaged areas shall be removed to a point as to find a sound surface.
- Lath repair shall be in accordance with manufacturer's recommendations and specifications to ensure proper attachment to the solid foundation material.
- Dura bond 90 may be used only with the **written approval** of the University's Project Manager (Do not use on plaster)
- Apply scratch coat with sufficient material and force to form good keys to assure embedding and filling of all spaces of the lath. (Scratch coat the brown coat)
- Do not apply brown coat sooner than 48 hours after installation of scratch coat. Apply brown coat to scratch coat only.
- Bring out the grounds, straighten to a true surface, and leave a sufficiently rough surface to assure proper adhesion

of the finish coat.

- Do not apply the finish coat to the brown coat in less than seven (7) days after applying the brown coat.
- The finish coat shall be a medium texture dash finish in a pattern approved by the University's Project Manager.

Sheetrock/Taping and Finishing:

- Check all panels to make sure outlet switches are in position and sheet rock is firmly attached.
- Apply the first coat of joint compound, tape, and let dry.
- Apply the second coat of joint compound removing excess and let dry.
- Apply finish coat with a skim coat of joint compound and let coat dry.
- Sand all joints with 120 grit sandpaper to a smooth finish without imperfections.
- Clean all areas free from dust.

Pressure Washing

Scope of work: This contract is for all work associated with the Commercial Pressure Washing Trade. It will include, but not limited to pressure washing and/or sealing the following:

- Masonry work
- Prep painted surfaces.
- Concrete surfaces
- Asphalt
- Wooden surfaces
- Metal surfaces
- Glass
- Stone

The vendor shall remove dirt, grime, mildew, algae, salt deposits peeling paint and other foreign matter from surfaces. Chemicals used to pressure wash shall be environmentally friendly. Do not use acid. Remove all loose debris from surface to clean prior to start of surface being clean. Do not pit, cause damage to surfaces, or cause the deterioration of any joint material such as mortar joints, various expansion joint or control joint material. Vendors shall control water runoff at all times.

EQUIPMENT / TOOLS: The contractor will provide all equipment, tools, and transportation for their staff. Equipment the contractor will provide at no additional cost to the University will be, but not limited to the following:

- All hand tools associated with the trade.
- Ladders of various lengths and types
- Power equipment required.
- Drop clothes.

CHEMICALS: All chemicals use must be approved for use by the University

Additional Scope Items

- North Carolina Central University will supply paint and patching materials only. Vendors may provide this material with approval from the assigned NCCU designated representative. Only a 15% markup will be allowed on material.
- The contractor shall submit in writing how much and what paint and patching material will be required.
- The contractor is to return all unused paint and patching materials back to the University's Project Manager.
- The contract will be awarded to more than one bidder, each contractor will have the project completed in the specified time frames shown in this document unless altered or agreed upon by the Project Manager or their designer.
- Contractor is to wrap all smoke detectors before sanding and remove wrapping at the completion of the project.
- The contractor will provide a schedule including start date, finish date and final inspection dates prior to the start of work.
- Contractor is not to stand on any furniture.

- Smoking is prohibited in all buildings.
- Do not obstruct walkways, exits or other occupied or used facilities without written permission from authorities having jurisdiction.
- Promptly repair damage caused by construction or repairs in a manner that eliminates evidence of patching or refinishing.
- Remove and legally dispose of all debris generated from the job off-site. (Painting containers must be disposed of by the contractor in a legal manner) Campus dumpsters **cannot** be used.
- All Local, State, and Federal regulations governing the use of, and disposal of painting products must be followed at all times.
- Protect walkways, plant materials, loading docks, building entrances, and building facilities during construction or repairs.
- Contractor is to return area in a manner in which it was found and ready for occupancy.
- Contractor/ is required to contact the Project Manager and sign in at facilities prior to the start of all work.
- Any damages caused by the contractor will be deducted from the contractor’s final invoice.
- Any violations will result in a breach of contract and the contractor will be asked to leave premises immediately.

- All work shall be performed in compliance with OSHA regulations utilizing all necessary safety precautions (barriers, etc.) and posting “wet paint” signs where necessary to ensure a safe working environment.
- The contractor shall follow the manufacturer’s specifications for installation of all materials applied.
- All work shall be done in accordance with the local, state, and federal building codes newest edition.
- All work shall be performed in a first-class manner.
- The work area shall be kept clean.
- **The contractor is responsible for the conduct of all employees while they are on NCCU campus.**
- **The contractor shall provide all tools and equipment associated with this trade.**

Fines

Contractor will be fined \$200.00 per occurrence for the following violations after initial written and documented warning.

- Smoking in building
- Standing on furniture
- Excessive relocking of doors- Documented over 20 occurrences.
- Eating in building in unapproved areas
- Not returning furniture and blinds back to original positions were found.
- Paint spatters on furniture and flooring
- Sanding and painting without covering smoke detectors and activating fire alarm.
- Not uncovering smoke detectors after work is completed.
- Activating sprinkler heads in addition to clean up cost.

Note 5: All measurements are approximate and must be field verified by the contractor.

Training: The Painting Contractor shall ensure that all workers shall be familiar with standard practices and methods related to the specified work herein. Painting Contractor shall provide the necessary training and supervision to accomplish this task. Painting Contractor shall include all training as required by Local, State, and Federal Law including the “Right to Know Training” and OSHA Safety requirements.

Supervision: The Painting Contractor shall only take direction from the Assistant Facilities Director or the designated assigned Facilities Personnel.

Meetings / Appointments: The Painting Contractor or Forman shall attend all meetings etc. when scheduled. The Painting Contractor and the University’s Assistant Facilities Director shall meet upon request by the Assistant Facilities Director and/or other Facilities Personnel.

Report of Work Assignment: The Painting Contractor and/or their foreman must sign in each day. at the Physical Plant front desk. A logbook will be used as a time record for the Painting. Contractor's invoices.

Working Hours: Normal working hours are from 7:00 am to 4:00 p.m. Some weekends, holiday, and "after hours" work may be required. Painting Contractor must sign in and out with the designated personnel during these times. Working outside the normal working hours will be determined on a job-by-job, day by day basis by the University. The Painting Contractor shall be given advance notice for work performed outside the normal working hours.

Response Time Requirements: The Painting Contractor shall respond to regular calls for service within 24 hours; Painting Contractor shall respond to emergency calls for service within 12 hours of contact by the Physical Plant Department. This shall include 24-hour service seven (7) days a week year-round. University is closed for the Christmas Holidays.

Conduct / Appearance: All workers must be neat, clean, and uniform in appearance. They must wear an Identification badge with the name and company name or logo at all times while on campus. Documentation of right to work under federal immigration law: The Painting Contractor is required to ensure all employees have the legal right to work in the United States.

contractor agrees to work directly with the University or its designated contact administrator in connection with carrying out and conducting all the following duties and responsibilities during the term of this agreement.

5.2 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

5.3 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

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 (define roles and responsibilities).

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 monthly 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 to the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 MONTHLY STATUS REPORTS

The Vendor shall be required to provide Reports to the designated Contract Lead monthly. This report shall include, at a minimum, information concerning these reports and shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within five (5) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.5 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.

The following are examples of unacceptable Vendor’s work product:

- a) Repeat Work Orders – More than two (2) repeat work orders for the same issue in the same room, to be confirmed by the Contract Administrator.

Follow-up on-call backs – if vendor cannot be reached during the normal business hours or call back is scheduled and vendor does not show to perform services.

6.6 LICENSES/PERMITS/INSURANCE

Item #	Requirement	Included with Response
1	Copy of Vendor’s current and valid NC License/ Certifications/ Registrations are attached.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Copy of Vendor’s Certificate of Insurance attached.	<input type="checkbox"/> YES <input type="checkbox"/> NO

6.7 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 ___60 days 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.

6.8 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).

Bid Number: 61-IFB25002

Vendor: _____

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.

6.9 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 made through the contract administrator.

7.0 ATTACHMENT A. PRICING

(Please complete each line in the Total Extended Cost Column. These amounts are for a period of three year and not guaranteed)

Line Items	# of Units	UOM	Description	Price Per Square Foot, Linear Foot, Each, and Hourly	Total Extended Cost
1.	70,000	Square Foot	Painting Existing Walls per Square Foot	\$ _____	\$ _____
2.	1,500	Linear Foot	Paint Per Linear Ft. 4 Inches Wide	\$ _____	\$ _____
3	10,000	Square Foot	Painting Floor Per Square Foot	\$ _____	\$ _____
4.	5,000	Linear Foot	Paint Per Linear Ft. of Standard base Board	\$ _____	\$ _____
5.	1,000	Linear Foot	Paint Per Linear Ft. of 1 ½ Inch Pipe Rail	\$ _____	\$ _____
6.	200	Each	Paint Door and Frame Per 3'-0" X 7'-0"-)	\$ _____	\$ _____
7.	500	Square Foot	Sheetrock Repair per Square Foot	\$ _____	\$ _____
8.	500	Square Foot	Plasterer Repair per Square Foot	\$ _____	\$ _____
9.	200	Square Foot	Plasterer Repair to include Brown coat.	\$ _____	\$ _____
10	200	Square Foot	Plasterer Repair (complete replacement) Per Square Foot	\$ _____	\$ _____
11.	300	Each	Stain & Urethane Per Door and Frame Per Door 3' 0"X7'-0"	\$ _____	\$ _____
12.	300	Square Foot	Pressure Washing per Square Foot	\$ _____	\$ _____

13.	300	Square Foot	Prep work for surfaces with holes and damage less than ¼ inch Square Foot	\$ _____	\$ _____
14.	250	Hourly	Labor rate for moving items	\$ _____	\$ _____
TOTAL EXTENDED COST FOR LINE ITEMS 1 THRU 14					\$ _____

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****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this IFB, which can be found in the table above.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

<https://ncadmin.nc.gov/media/15503/open>

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

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