



UNC GREENSBORO

Procurement Services

UNIVERSITY OF NORTH CAROLINA GREENSBORO

Request for Proposal #: 69-3404

Annual Paint Convenience Contract - 27

Date Issued: Monday, August 10, 2026

Proposal Due Date and Time: Thursday, August 27, 2026 @ 2:00PM EDT

Proposal Opening Date and Time: Thursday, August 27, 2026 @ 2:30PM EDT

Direct all inquiries concerning this RFP to:

Jim Riedel

Senior Procurement Specialist

Email: jmriedel@uncg.edu

Phone: (336) 334-4462



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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://evp.nc.gov/SignIn>

Electronic responses through the eVP (Electronic Vendor Portal) ONLY will be accepted for this solicitation.



**UNC
GREENSBORO**
Procurement Services

Refer <u>ALL</u> Inquiries regarding this RFP to: Lori Krise 2nd Floor, Room 203C 840 Neal Street Greensboro, NC 27403 336-334-5073 lwkrise@uncg.edu	Request for Proposal #: 69-3404 All information being presented as a response to this RFP must be received ONLY via the eVP (Electronic Vendor Portal) no later than 2:00 PM EDT on Thursday, August 27, 2026. The Bid Opening will occur at 2:30pm EDT on Thursday, August 27, 2026 via Microsoft Teams.
Requisition No.: TBD	Commodity No. and Description: 721513 Painting Services

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 UNCG, or from any person seeking to do business with UNCG. 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 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):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
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.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on the attached certification, by _____.

(Authorized Representative of UNC Greensboro)

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1.0 PURPOSE AND BACKGROUND

The University of North Carolina Greensboro is actively seeking Vendors capable of providing all labor, equipment, supplies, site visits, supervision, and insurance necessary to complete minor repairs and interior and exterior painting services for all Residence Halls (under the purview of the Housing & Residence Life Department), and all Academic and Administrative buildings (under the purview Facilities Department). The awarded Vendors will fulfill the requirements contained herein.

The intent of this solicitation is to award an Agency Contract.

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, UNCG 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**. UNCG will give the Vendor written notice of its intent to exercise each option no later than fifteen (15) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, UNCG reserves the right to extend the Contract after the last active term.

1.2 CONVENIENCE CONTRACT

Any contract resulting from award of this solicitation will be a convenience contract and the University makes no guarantee as to any minimum level of spend under the contract.

1.3 NON-EXCLUSIVITY

The University reserves the right to go off contract and obtain services from any qualified vendor that proves to be in the best interest of the University.

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 FEE (NOT APPLICABLE)

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

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

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 UNCG 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. UNCG 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, UNCG 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).

UNCG 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. UNCG will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	UNCG	Monday, August 10, 2026
Submit Written Questions	Vendor	Thursday, August 13, 2026, no later than 2pm EDT
Provide Response to Questions	UNCG	Tuesday, August 19, 2026
Submit Proposals via eVP	Vendor	Thursday, August 27, 2026, no later than 2pm EDT
Proposal Opening via Microsoft Teams (Proposal Opening will be recorded)	UNCG	Thursday, August 27, 2026 @ 2:30pm EDT Bid Opening Link
Contract Award	UNCG	TBD

2.5 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 jmriedel@uncg.edu by the date and time specified above. Vendors should enter “RFP # **XXXX**: Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

Questions received prior to the submission deadline date, UNCG’s response, and any additional terms deemed necessary by UNCG 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.

2.6 PROPOSAL SUBMITTAL

Electronic responses through the eVP (Electronic Vendor Portal) ONLY will be accepted for this solicitation.

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. 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 proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

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 Department 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 as the eVP portal will close promptly at 2:00 PM EDT.**

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.

Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

2.7 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 UNCG rejecting Vendor's proposal, in UNCG's sole discretion.

Vendor RFP responses shall include returning or uploading all pages, keeping the integrity of the original solicitation (i.e. keeping pages in original order). Any additional information the Vendor would like to include in its proposal should be included at the end of the completed proposal document.

- 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; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name and eVP number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.

- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP.
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

DO NOT PASSWORD PROTECT ANY FILE SUBMITTED ELECTRONICALLY. PASSWORD PROTECTED FILES MAY RESULT IN REJECTION OF PROPOSAL.

2.8 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 #69-3404 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.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below 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 UNCG 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 UNCG'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.**

The intent of this RFP is to award a Contract to multiple Vendor(s). UNCG 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 RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to UNCG to do so.

UNCG 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 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 procurement lead 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 procurement lead 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.

UNCG 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 UNCG 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 UNCG.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal 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 are 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. If negotiation is anticipated, 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 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.

Upon completion of the evaluation process, UNCG will make award(s) based on the evaluation and post the award(s) to the State's 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 UNCG.

UNCG 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 UNCG.

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 UNCG:

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes UNCG's business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow UNCG to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to UNCG.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to UNCG:

1. **Technical Approach** – Vendor's proposal demonstrated understanding of requirements, surface preparation methods, coating systems, quality assurance, schedule, and execution plan.
2. **Vendor Experience and Qualifications** – Vendor's proposal demonstrated experience working with clients of similar size and scope, project portfolio, any certifications, and years in business.
3. **Staffing & Project Management** – Vendor's proposal provided project manager, supervisors, painters, workforce capacity, and communication plan.
4. **Vendor's Past Performance & References** – Customer satisfaction, on-time delivery, quality of workmanship, and reference checks from comparable projects.
5. **Schedule & Responsiveness** – Vendor's proposal demonstrated ability to meet project timelines, mobilization plan, resource availability, and contingency planning.
6. **Quality Control Program** – Vendor's proposal demonstrated inspection processes, defect correction procedures, warranty support, and quality assurance methods.
7. **Pricing** – Vendor's proposal provided cost, value offered, pricing transparency, and competitiveness.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, UNCG 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 UNCG:

- a) Total cost to UNCG
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of UNCG's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand UNCG's business requirements and internal operational culture
- g) Particular risk factors such as the security of UNCG'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 UNCG; 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, UNCG will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy UNCG'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 UNCG 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 UNCG 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 PRICING

Proposal price shall constitute the total cost to UNCG for complete performance in accordance with the requirements and specifications herein, including all applicable charges for labor, supervision, materials, equipment, handling, transportation, mobilization, surface preparation, protection of adjacent surfaces, primer, finish coats, cleanup, disposal, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM 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.

All prices shall be firm against any increase for 180 days. After the initial 180 day period, a request for increase may be submitted with UNCG reserving the right to accept or reject the increase, or cancel the contract.

Any price changes, which might be permitted during the contract period must be general, either by reason of market change or on the part of the Vendor to other customers. After the initial period, a request for increase may be submitted to UNCG and such action by UNCG shall occur not later than 15 days after the receipt by UNCG of properly documented request for price increase. Any increases accepted shall become effective no later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

Price accordingly to no more than two (2) decimal places after the decimal point. Any numerical digits beyond two decimal places will not be rounded, but instead truncated to only the first two decimal places. Whether the quantity is exact, estimated or a range, only one unit price per line item will be accepted. If more than one unit price is given per line item, proposer's response may be rejected.

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. UNCG is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

4.2 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 F: CERTIFICATION OF FINANCIAL CONDITION. UNCG 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 UNCG 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.

4.3 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to UNCG. 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.

4.4 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT D: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. References shall not be from the same company or from UNCG. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope. UNCG 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.

4.5 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 UNCG.

4.6 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 UNCG. 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. UNCG will approve or disapprove the requested substitution in a timely manner. UNCG may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, UNCG may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.7 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 UNCG 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.

4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

4.9 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of UNCG. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.10 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with UNCG, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days.

Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in UNCG, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor registered with the North Carolina Secretary of State: Yes ☐ No ☐

No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

5.0 SPECIFICATIONS AND SCOPE OF WORK

For projects during the summer months, the Vendor will receive several floor plans with various walls, ceilings, and doors redlined indicating which walls are in need of repair or paint. An example floor plan is attached below to show what the Vendor should expect. It should be noted that these redlines can vary greatly from building to building and the Vendor will only be paid for areas redlined by the UNCG Project Managers. Furthermore, due to budget constraints, this example floor plan shows that apartments or student rooms are rarely painted in their entirety.

Other painting across campus will be done over the year on an as needed basis. Vendor(s) should note that most repair and paint projects are at various residence halls and/or academic buildings and will require various paint colors to match existing paint. The Facilities Project Office may be able to provide documentation on some colors, but some may require custom matching by the Vendor which will be at no additional cost to the University.

[Example Floor Plan](#)

[UNCG Building List](#)

[UNCG Campus Map](#)

5.1 GENERAL

Vendor shall provide firm, fixed unit prices for the duration of the Contract and all renewal periods. Unit prices shall include all labor, supervision, materials, equipment, mobilization, surface preparation, protection of adjacent surfaces, primer, finish coats, cleanup, disposal, and all incidental costs necessary to complete the work in accordance with the Contract documents unless specifically noted otherwise.

5.2 SPECIFICATIONS

The specific items and any specifications that the Procurement Entity is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

Item #	Specifications
Wall	Wall surfaces shall receive one (1) prime coat (where required) and one (1) finish coat, or multiple coats (where required)
Ceiling	Ceiling surfaces shall receive one (1) prime coat (where required) and one (1) finish coat, or multiple coats (where required)
Repairs	Repairs shall include patching, sanding, feathering, texture matching (where applicable), priming, and finish painting.

Item #	Measurement Standards
Wall	Wall area shall be measured as floor-to-ceiling painted surface.
Ceiling	Ceiling area shall be measured as horizontal painted surface.
Doors and Windows	Doors and Windows shall be measured by actual painted square footage.
Trim	Trim shall be measured by actual installed linear footage.
Repairs	Repairs shall be measured by the finished repair area only. Measurements shall be rounded to the nearest one-tenth (0.1) unit.

Item #	Repair Requirements
Sheetrock	• Sheetrock repairs smaller than 6 inches X 6 inches shall be completed at no additional cost. • Sheetrock repairs exceeding 6 inches X 6 inches shall be paid using unit prices established in ATTACHMENT A: Pricing. • Unit price includes cutting, patching, taping, finishing, sanding, priming, and painting to match adjacent surfaces.
Plaster	• Plaster repairs smaller than 4 inches X 4 inches shall be completed at no additional cost. • Plaster repairs exceeding 4 inches X 4 inches shall be paid using unit prices established in ATTACHMENT A: Pricing. • Unit price includes mesh reinforcement where required, plaster application, finishing, sanding, priming, and painting.

Item #	Additional Work
Additional Work	• Work outside the scope of this contract shall not proceed without written authorization from the University. Requests for additional compensation shall include: ○ Location (building and room number) ○ Photographs ○ Dimensions ○ Description of the condition ○ Proposed repair method ○ Itemized cost breakdown ○ Contractor Certification

Item #	Completion of Work & Clean Up
Completion & Cleanup	- Vendor is required to back check all spaces for completion prior to contacting UNCG staff for sign off and invoice. - Vendor shall be responsible for, shall compensate the university for and provide professional cleaning for any and all paint spills, damage, etc.

5.3 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

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 UNCG a contract manager. The contract manager shall be UNCG'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 UNCG for customer service. The customer service point of contact shall be UNCG'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 INVOICES

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. **Invoices shall include detailed information to allow Procurement Entity 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:

RFP #: 69-3404 – Annual Paint Convenience Contract - 27 Vendor: _____

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

Invoices shall be sent to the address stated on the Purchase Order, under Billing Address or emailed to: acctpay@uncg.edu.

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

6.3 CONTINUOUS IMPROVEMENT

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

6.4 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 UNCG's Contract Manager for resolution. Any claims by UNCG 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.

6.5 CONTRACT CHANGES

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

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

LINKS FOR ATTACHMENTS B-F CAN BE FOUND AT

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

ATTACHMENT A: PRICING

Using the pricing form below, please indicate what the unit price cost will be for the appropriate location. All prices should include 1 prime coat and 1 finish coat to provide appropriate coverage on repairs. These unit prices shall be adhered to for all estimates throughout the entire contract.

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

Line	Description	UOM	Unit Price
1	Interior Walls (Eggshell Finish)	Square Foot	\$
2	Ceilings under 12 ft. AFF (Flat Finish)	Square Foot	\$
3	Wall Trim, Base, Chair Rail, Door Frames (Semi-Gloss)	Linear Foot	\$
4	Doors and Windows, Including Wood Grids (Semi-Gloss)	Square Foot	\$
5	Sheetrock Repair (1/2" & 5/8")	Square Foot	\$
6	Plaster Repair, Including Mesh (as required)	Square Foot	\$

Tariff	Description	Percentage
Temporary Tariff Surcharge % (Provide Description and Reasoning) →		_____ %

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: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form.

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor.

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

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

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