## **PUBLIC RECORDS REQUEST #2645**

The following materials have been gathered in response to public records request #2645. These materials include:

## Proposals for RFP# 2019-389 - Painting Services

For further information about this request or the Citywide Records Program, please contact:

## **Cheyenne Flotree**

Citywide Records Program Manager City of Charlotte/City Clerk's Office 600 East 4th Street, 7th Floor Charlotte, NC 28202 cheyenne.flotree@charlottenc.gov





## **REQUEST FOR PROPOSALS**

## PAINTING SERVICES

## RFP# 2019-389

Date Issued: March 27, 2019

### TABLE OF CONTENTS

1 REC	QUEST FOR PROPOSALS (RFP) INSTRUCTIONS		
1.1	Public Notice		
1.2	PROJECT OVERVIEW		
1.3	RFP SCHEDULE AND PROPOSAL SUBMISSION		
1.4	Evaluation Criteria and Process4		
1.5	PROPOSAL FORMAT		
2 REF	RESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS		
2.1	COMMUNICATIONS		
2.2	DUTIES AND OBLIGATIONS OF FIRMS IN THE RFP PROCESS		
2.3	Addenda		
2.4	NO COLLUSION, BRIBERY, LOBBYING OR CONFLICT OF INTEREST		
2.5	PUBLIC RECORDS		
2.6	Cost of Proposal Preparation6		
2.7	Advertising		
2.8	VENDOR REGISTRATION WITH CITY OF CHARLOTTE		
2.9	FINANCIAL CAPACITY; INSURANCE REQUIREMENTS		
2.10	CITY RIGHTS AND RESERVATIONS		
2.11	OWNERSHIP OF WORK PRODUCTS		
2.12	BACKGROUND CHECKS		
2.13 2.14	Contract		
2.14	E-VERIFY CERTIFICATION		
2.15	FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES		
2.10	INSURANCE REQUIREMENTS		
2.17	BACKGROUND CHECKS		
2.19	IRAN DIVESTMENT ACT		
2.20	CHARLOTTE BUSINESS INCLUSION		
	- EXECUTION OF PROPOSAL		
FORM 2 – COMMERCIAL NON-DISCRIMINATION CERTIFICATION			
FORM 3 – SERVICE PROVIDER QUESTIONNAIRE			
FORM 4 – KEY PERSONNEL AND OTHER RESOURCES			
FORM 5 – PAINTING SERVICES			
FORM 6 COMPANY EMPLOYEE LICENSING AND CERTIFICATIONS			
FORM 7	FORM 7 – PRICING		
EXHIBIT A - SCOPE OF SERVICES			

## 1 REQUEST FOR PROPOSALS (RFP) INSTRUCTIONS

### 1.1 Public Notice

The City of Charlotte (City) plans to contract with one or more companies to provide painting services (Services) for various City facilities (Project). The City is seeking firms whose combination of experience and expertise will provide environmentally sound, professional, timely, and cost-effective services to the City. The City reserves the right to enter into one or more contracts with any firm selected under this RFP process.

For questions related to this RFP, contact:

Euge Rodriguez, CLGPO, Engineering Contracts Administrator City of Charlotte Engineering and Property Management 531 Spratt Street, Charlotte, NC 28206 Direct Phone: (704) 336-3617 Email:

### 1.2 Project Overview

The firm(s) selected will provide unspecified painting services on an as-needed basis for various City-owned facilities. Detailed work requirements are included in **Exhibit A – Scope of Services.** The City anticipates negotiating contracts with a 3-year term. No representation or guarantee is made regarding the quantity of work to be awarded under any as-needed service contract.

### 1.3 RFP Schedule and Proposal Submission

Provided below is the anticipated schedule of events. The City reserves the right to adjust the schedule and to add/remove specific events to meet the unique needs of this Project.

Advertisement of RFP:	March 27, 2019
Pre-Proposal Meeting:	April 10, 2019 at 11:00 AM
	531 Spratt Street, Charlotte, NC 28206
Deadline for Questions:	April 19, 2019
DUE DATE AND TIME FOR	April 24, 2019, at 10:00 AM
PROPOSALS:	531 Spratt Street, Charlotte, NC 28206
Evaluation Meeting:	May 15, 2019 (anticipated)
Selection Announcement:	May 17, 2019 (anticipated)

Proposals shall be enclosed in a sealed envelope or package, addressed to the City of Charlotte. The name and address of the firm and the RFP number and RFP Title shall be placed on the outside of the package. All items required for a responsive Proposal shall be included. It is the sole responsibility of the proposer to ensure that the proposal package is received no later than the established due date and time at the specified location. Proposals received after the due date and time will not be considered. Proposals submitted by facsimile or other electronic means will not be accepted.

Submit/Deliver to: City of Charlotte

RFP 2019-389 Painting Services

E & PM Building Services 531 Spratt Street Charlotte, NC 28206 Attn: **Euge Rodriguez, CLGPO,** Engineering Contracts Administrator

### 1.4 Evaluation Criteria and Process

Evaluation criteria include, but are not limited to the following:

- Qualifications and relevant experience of the company and key team members;
- Available equipment resources;
- References; and
- Pricing.

The City will appoint an evaluation committee whose responsibilities will include performing technical evaluations of each Proposal and making selection recommendations based on the evaluation criteria provided above. Evaluations will focus on identifying the relative strengths, weaknesses, deficiencies and risks associated with each Proposal. The City reserves the right to obtain clarification or additional information from any firm in regards to its Proposal.

The City reserves the sole right to select the most qualified firm(s) on the basis of best overall Proposal that is most advantageous to the City. Firms that submit Proposals will be notified of the selection results. Any selected firm is subject to final approval of City Council or City officials.

### 1.5 Proposal Format

Interested firms must complete and submit one original copy of the required Forms 1 through 7 provided in this RFP package.

## 2 **REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS**

### 2.1 <u>Communications</u>

All communication of any nature with respect to this RFP shall be addressed to the Contracts Administrator identified in this RFP. With the exception of communications with the Contracts Administrator and Charlottes Business INClusion Officer for this RFP, prospective firms and their staffs are prohibited from communicating with elected City officials, City staff and any selection committee member regarding this RFP or submittals from the time the RFP was released until the selection results are publicly announced. Violation of this provision many lead to disqualification of the firm's proposal for consideration.

### 2.2 Duties and Obligations of Firms in the RFP Process

interested firms are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting a proposal. Firms must perform their own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City. Firms are expected to promptly notify the City in writing to report any ambiguity, inconsistency or error in this RFP. Failure to notify the City accordingly will constitute a waiver of claim of ambiguity, inconsistency or error.

### 2.3 <u>Addenda</u>

In order to clarify or modify any part of this RFP, addenda may be issued. Any requests for information or clarification shall be submitted in writing to the Contracts Administrator listed in this RFP by the deadline for questions.

### 2.4 No Collusion, Bribery, Lobbying or Conflict of Interest

By responding to this RFP, the firm shall be deemed to have represented and warranted that the proposal is not made in connection with any competing firm submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. Furthermore, the firm certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of the City in connection with this RFP.

### 2.5 <u>Public Records</u>

Upon receipt by the City, each proposal becomes the property of the City and is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. Proposals will be reviewed by the City's evaluation committee, as well as other City staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by the firm should be submitted in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a proposal, each firm agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the evaluation process and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the City to assist in the evaluation process. Furthermore, each firm agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire proposal as a trade secret may be disgualified from consideration.

### 2.6 <u>Cost of Proposal Preparation</u>

The City shall not be liable for any expenses incurred by any firm responding to this RFP. Firms submitting a proposal in response to this RFP agree that the materials and submittals are prepared at the firm's own expense with the express understanding that the firm cannot make any claims whatsoever for reimbursement from the City for the costs and expense associated with preparing and submitting a proposal. Each firm shall hold the City harmless and free from any and all liability, costs, claims, or expenses incurred by, or on behalf of, any person or firm responding to this RFP.

### 2.7 Advertising

In submitting a proposal, proposer agrees not to use the results therefrom as part of any commercial advertising without prior written approval of the City of Charlotte.

### 2.8 Vendor Registration with City of Charlotte

The selected firm and subcontractors must be registered in the City's Vendor Registration System in order to receive payment for services and/or supplies provided under any City contract.

### 2.9 Financial Capacity; Insurance Requirements

The selected firm must have the financial capacity to undertake the work and assume associated liability. The selected firm will be required to provide certificates of insurance evidencing coverage for professional liability in the minimum amount of \$1,000,000; automobile liability in the minimum amount of \$1,000,000; commercial general liability in the minimum amount of \$1,000,000; and workers' compensation insurance as required by North Carolina statutes.

### 2.10 City Rights and Reservations

The City expects to select one or more firms, but reserves the right to request substitutions of any key team member, including staff and subcontractors. The City reserves the right to contact any firm/team for any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to modify any part of this RFP as issued with an addendum. The City, at its sole discretion, reserves the right to reject any or all responses to the RFP, to cancel the RFP, to re-advertise for new RFP responses either with identical or revised specifications, or to accept any RFP response, in whole or part, deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

A response to this RFP shall not be construed as a contract, nor indicate a commitment of any kind.

The City of Charlotte reserves the sole right to award a contract or contracts to the most qualified firm(s) on the basis of best overall proposal that is most advantageous to the City. The City of Charlotte also reserves the right to make multiple awards, based on experience and qualifications if it is deemed in the City's best interest.

### 2.11 Ownership of Work Products

The City shall have exclusive ownership of all intellectual property rights in all designs, plans and specifications, documents and other work product prepared by, for, or under the direction of the selected firm pursuant to any contract under this RFP (collectively, the "Intellectual Property"), including without limitation the right to copy, use, disclose, distribute, and make derivations of the Intellectual Property for any purpose or to assign such rights to any third party. The Intellectual Property shall be prepared in the City's name and shall be the sole and exclusive property of the City, whether or not the work contemplated therein is performed. The City will grant the firm a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform the contract.

### 2.12 Background Checks

The company and its employees or agents must be able to pass Charlotte-Mecklenburg Police Department and Federal Bureau of Investigation background checks.

### 2.13 Contract

The contents of this RFP and all provisions of the successful proposal deemed responsive by the City of Charlotte may be incorporated, either in whole or in part, into a contract and become legally binding when approved and executed by both parties. Contents of the contract may contain changes from the City of Charlotte's perspective as a result of the RFP process and proposal(s) received. The final negotiated contract may include the scope of work as outlined in this RFP along with the successful firm's submittal and any additions or deletions made at the discretion of the City as a result of the RFP process.

### 2.14 Equal Opportunity

The Company will ensure that employees and applicants for employment are not unfairly discriminated against because of their race, color, religion, sex, national origin, disability or veteran status.

### 2.15 <u>E-Verify Certification</u>

The Company shall comply with requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

### 2.16 Familiarity And Compliance with Laws and Ordinances

The Company shall make itself aware of and comply with, and shall cause each of its subcontractors to comply with, all applicable federal, state, and local laws and regulations, including obtaining all required permits and licenses.

### 2.17 Insurance Requirements

The Company selected under this RFP will be required, during the life of the contract with the City, to purchase and maintain the following insurance with a company acceptable to the City and authorized to do business with the State of North Carolina:

- <u>Automobile Liability Insurance</u>: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- Comprehensive General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Agreement from claims of bodily injury or property damage which arise from operation of this agreement whether such operations are performed by the Company, any subcontractor, or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of the agreement.
- Worker's Compensation and Occupation Disease Insurance: In conformance with State Law, in an amount of \$100,000 each accident and disease for each employee, and \$500,000 disease policy limit providing coverage for employees and owners.

The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Developer and/or subconsultant providing such insurance.

The City shall be named as additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. At the time of execution of the contract, certificates of all required insurance shall be furnished to the City and shall contain the provision that the City will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

### 2.18 Background Checks

Certain City facilities require a background check of all Company employees before they are allowed into the facility. The Charlotte-Mecklenburg Police Department will conduct these background checks as needed.

### 2.19 Iran Divestment Act

The company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subconsultant/subcontractor that is identified on any such list to provide goods or services hereunder.

### 2.20 Charlotte Business INClusion

Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the Charlotte Business INClusion program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at:

The City of Charlotte is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. In regards to this effort, SBE participation will be required in order to meet goal compliance. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

The **Charlotte CSA** refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area in effect as of April 8, 2013 consisting of: (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York. This is one criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.

Firms are highly encouraged to consider any and all possibilities for M/W/SBE participation. A complete list of City certified SBEs is available at A list of State of North Carolina HUB certified MBEs and WBEs is available at

The City will negotiate Minority Small Business Enterprise (MSBE) Subcontracting Goals for the Project with the selected firm(s):

**MBE Goal:** May be satisfied by an entity that qualifies as a Minority Business Enterprise under N.C. Gen. Stat. § 143-128, and that has been certified as an Historically Underutilized Business by the State of North Carolina, with the business headquarters in the Charlotte Combined Statistical Area. Please note, when identifying MBEs for inclusion towards the MBE Goal, only HUB-certified MBEs headquartered in the Charlotte Combined Statistical Area will be counted towards the MBE Goal.

**SBE Goal:** May be satisfied by an entity that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.

**MSBE Goal (Project Goal)**: The total work performed by MBEs or SBEs in the aggregate for this Project.

<u>Per the Charlotte Business INClusion Policy, no subcontracting goal was established for this project because there are no subcontracting opportunities.</u>

Entities Certified In Multiple Categories. In measuring Goal attainment, a subconsultant that is certified in multiple categories may be count towards the individual Goal of such category, but the subconsultant may only be counted once towards the Project Goal. For example, a

RFP 2019-389 Painting Services

subconsultant that is certified as both an SBE by the City and an MBE by the State shall be counted towards the MSBE Goal.

Firms are required to include a Minority & Small Business Enterprise Participation Plan (Form 2 provided with this RFQ) that describes the firm's approach and past history with MSBE subcontractor utilization. The Participation Plan shall include at a minimum the following elements:

- Identify MSBEs that will be committed and utilized by the firm for the Project;
- Identify specific scopes of work to be performed by the MSBEs for the Project; and
- Document the overall percentage to be committed to MSBEs for the Project.

In evaluating the firm's proposal, the City may take into account: (1) the firm's past performance in meeting MSBE goals; (2) the firm's Participation Plan; and (3) the Participation Plan submitted by other firms in comparison to the firm's Participation Plan.

The documentation required in this section shall be submitted with the firm's Proposal (collectively "Minority & Small Business Inclusion Strategy").

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### Form 2 – Commercial Non-Discrimination Certification

Project Name:	Painting Services
Company's Name:	Black Card LLC

The undersigned Company hereby certifies and agrees that the following information is correct:

- 1. In preparing its bid/proposal, the Company has considered all bids/proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in discrimination as defined in Section 2 below.
- 2. For purposes of this section, *discrimination* means *discrimination* in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of discrimination.
- 3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid/proposal submitted with this certification and terminate any contract awarded based on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies allowed thereunder, including possible disqualification from participating in City contracts for up to two years.
- 4. As a condition of contracting with the City, the Company agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors and suppliers. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid/proposal and to terminate any contract awarded on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies that are allowed thereunder.
- 5. As part of its bid/proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractor, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
- 6. As a condition of submitting a bid/proposal to the City, the Company agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

SIGNATURE OF AUTHORIZED OFFICIAL

Title: Owner

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City of Charlotte

Engineering & Property Management

REQUIRED FORMS

5.	Has the company or any employee or agent/ subcontractor had a felony conviction within the past 15 years?	☑ No. □ Yes. Explain:
6.	Are you willing to submit all proposed personnel for a strict CMPD background check?	☑ Yes. □ No.
7.	Have you been involved in any litigation in the past 5 years?	No. Yes. Explain:
8.	List 5 references on Form 6 for services performed by your company and proposed subcontractors that were similar in nature to the scope of services under this RFP.	Provide Information on Form 6

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City	of Cl	narlotte	
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Engineering & Property Management

REQUIRED FORMS

Project Name:	Painting Services
Company's Name:	Black Card LLC

List the legal names of all <u>Subcontractors</u> whom you intend to use on this Project. Provide their specific role/responsibility and contact information.

Subcontractor Name	Project Role/Responsibility	Contact Person and Contact Information (Address, Phone, Email)	Certifications/Expertise
N/A			
TV / P4			

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## Form 6 – Company Employee Licensing and Certifications

Copy this Form as Needed.

Project Name:	Painting Services	
Company's Name:	Black Card LLC	

List staff with documented licenses and other credentials: N/A

## 1. NAME OF LICENSE/CERTIFICATION: \_\_\_\_\_

Name of Individual:	
Working Title with Company:	
Certification Issued By:	
License/Registration/Certification #:	
Effective Date / Expiration Date:	

## 2. NAME OF LICENSE/CERTIFICATION: \_\_\_\_\_

Name of Individual:	
Working Title with Company:	
Certification Issued By:	
License/Registration/Certification #:	
Effective Date / Expiration Date:	

## 3. NAME OF LICENSE/CERTIFICATION: \_\_\_\_\_

Name of Individual:	
Working Title with Company:	
Certification Issued By:	
License/Registration/Certification #:	
Effective Date / Expiration Date:	

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### **EXHIBIT A - SCOPE OF SERVICES**

#### **OVERVIEW**

The Building Services Division of the Engineering and Property Management Department is responsible for maintaining a portfolio of approximately 115 buildings, including offices, fire stations, police division offices, and equipment shops, that house various City activities. The City also maintains cultural facilities, including museums and arenas that serve as venues for sports, entertainment, and other events.

The Company shall provide painting services at various locations as identified by the City. Services consists of providing all labor, materials, equipment, and supervision for the painting and finishing of new and existing interior and exterior surfaces, i.e., walls, doors, jambs, window frames, and other work as directed by the Project Manager. Work areas may be occupied and require moving and repositioning of office equipment and furniture.

The City reserves the right to prepare an individual Scope of Work and require a proposal with complete breakdown of material, equipment, and labor cost for each project consistent with the prices established per *Form 8 – Pricing* above. The City reserves the right to furnish any and all equipment and/or supplies for projects. The City may solicit a quote for Services from one or more companies prior to assigning an individual project.

### FIELD QUALITY CONTROL / STANDARD OF ACCEPTANCE

Painted surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent:

- a) Brush/roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding, or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
- b) Evidence of poor coverage at plate edges, lap joints, crevices, pockets, corners and re-entrant angles.
- c) Damage due to touching before paint is sufficiently dry or any other cause.
- d) Damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.)

Painted surfaces shall be considered unacceptable if any of the following are evident under final lighting source (including daylight) for interior surfaces:

- a) Visible defects are evident on vertical or horizontal surfaces when viewed at normal viewing angles from a distance of not less than 10000 mm (39").
- b) Visible defects are evident on ceiling, soffit, and other overhead surfaces when viewed at normal viewing angles.
- c) When the final coat on any surface exhibits a lack of uniformity of color, sheen, texture, and hiding across full surface area.

Painted surfaces rejected by the Project Manager shall be corrected at the expense of the Company. Small affected areas may be touched up. Large affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags, or damaged paints shall be removed by scraper or by sanding prior to application of paint.

RFP 2019-389 Painting Services

### PREPARATION AND CLEANING

Perform preparation and cleaning procedures in strict accordance with coating manufacturer's instruction. Use applicators and techniques best suited for the material and surfaces to be applied. Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by activities such that airborne particles will not affect the quality of finished surfaces. Apply additional coats when undercoats or conditions show through final paint coat, until paint film is of uniform finish, color and appearance. Work must be evenly uniform in sheen, color and texture; free from brush marks, sags, crawls, runs, or other defects detrimental to appearance or performance. Paint surfaces behind movable equipment and furniture same as adjacent similar exposed surfaces unless otherwise directed by the Project Manager. Apply each material at no less than the manufacturer's recommended spreading rate.

### SUBMITTALS

If requested by Project Manager, submit samples for City's approval of color and sheen. Samples shall be 12" X 12" on properly prepared print out cards or hardboard. Material Safety Data Sheets for each product used shall be maintained on the site as well as one copy furnished to the City.

### **STANDARD PROVISIONS**

### CHANGE ORDERS

Alterations or modifications to the work performed under a task order under the contract shall be made only by written Change Order between the company and the City Point of Contact prior to commencement of the altered or modified work. No claims for any extra work or materials will be allowed unless covered by written Change Order.

### **CLEAN UP**

All clean up shall comply with all applicable Federal, State, and local laws and regulations. Company shall remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.

Company shall, at all times, keep the site free from accumulation of waste materials, debris, or rubbish caused by his or her employees at work. Company shall remove from the site all tools, surplus materials, debris, or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work. Clean equipment and dispose of wash water/solvents as well as other cleaning and protective materials (e.g., rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers, etc., as directed by Project Manager. Whenever possible, clean up shall be conducted with water or water-based agents.

Companies may not utilize on-site office trash cans. Arrangements may be made in advance with the Project Manager for the use of City owned or leased waste containers for disposal of the above. Only fully dry paint residues may be disposed of in City containers. Opened cans of partially used paint may not be disposed of in City containers under any circumstances.

### EMERGENCY CONTACT

Company personnel shall be reachable cell phone in urgent or emergency situations. The Company shall provide at least two (2) local telephone numbers that may be used to contact the Company or his authorized representative in the event of an urgent or emergency situation after normal business hours.

### EQUIPMENT

The Company shall have in its possession, or available, sufficient equipment, hand tools, materials, and supplies necessary to perform the work as outlined in this Scope of Services.

### HAZARDOUS MATERIALS

If the Company encounters any materials considered or suspected of being hazardous, he shall immediately secure the area and contact the Charlotte-Mecklenburg Hazardous Materials Coordinator, telephone 704-336-2461 for further instructions.

### MATERIALS AND EQUIPMENT STORAGE

The Company shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the contract period. The Company shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the City. Such restoration shall be at no additional cost to the City.

The Company shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for the occurrences of same. The Company shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Company shall obtain a release from the property owner of the storage area utilized for the Project.

### **PROJECT LOCATION INSPECTIONS**

All trades shall be performed by skilled craftsmen. Satisfactory work and housekeeping will be maintained by the Company at all times. The worksite conditions, progress of work, and quality of work at each Project location may be inspected by the City on a continual basis. Any condition or situation deemed by the City to be unsatisfactory shall be remedied as soon as logistically possible and no later than within 24 hours. During its inspection, the City may note whether each Project location is satisfactory or unsatisfactory.

### **PROTECTION OF PROPERTY**

Company shall protect all surrounding furniture, surfaces (including glass, aluminum, wood, labels, signage, etc.), mechanical, electrical, computer hardware and other sensitive components from sanding dust, paint splatter, spills and/or overspray. Use sufficient drop cloths and coverings for the protection of floors, furnishings and adjacent surfaces. Company shall be responsible for providing and placement of barricades, drop cloths, tarps, plastic, flag tape and any other safety equipment required to protect the public and employees in the work area. Company shall be responsible for the security of its equipment and materials.

### SAFETY

Provide a safe work environment in accordance with all local, state, Federal, and applicable OSHA regulations. Employees must wear OSHA required safety equipment while working.

### STAFFING REQUIREMENTS AND IDENTIFICATION OF COMPANY PERSONNEL

The Company shall provide a sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the City. The City has the right to require any additional personnel that the City deems necessary to complete the Project. The City also has the right to require removal and replacement of any personnel deemed unsatisfactory by the City.

Personnel shall maintain a neat and clean appearance, with identification clearly identifying the person and the name of their company. Shirts must be worn at all times, with shirt tails tucked in. Tank tops are not permitted. All personnel must wear high visibility safety vests that meet ANSI standards while working in vehicular traffic areas.

### SUBCONTRACTS

No portion of this contract shall be subcontracted without prior written consent of the City. The City shall retain the right of approval of all subcontractors.

### SUPERVISION

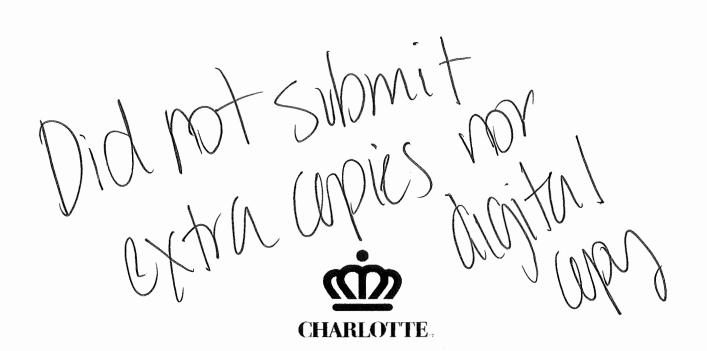
One competent English speaking individual shall be available on-site at all times to supervise the work. This individual shall be a full time employee of the Company and shall be experienced in the type of work being performed. Additionally, the individual shall be fully capable of managing, directing, and coordinating the work; reading and thoroughly understanding the Contract; and receiving and carrying out directions from the City. This individual shall be reachable via cell phone during normal business hours (Monday – Friday, 8:00 AM to 5:00 PM).

### WARRANTY OF MATERIALS AND WORKMANSHIP

All materials and equipment provided shall be listed and labeled for the purpose intended and must be in good working order. All work provided shall have, as a minimum, a one (1) year warranty from the date of final acceptance against any latent defects, materials, workmanship, and installation. All materials used shall be new and work must be performed by skilled tradesperson(s).

### **WORKING HOURS**

Routine operations shall generally be performed between the hours of 8:00 AM to 5:00 PM, Monday through Friday, except for City observed holidays. Emergency or non-routine work shall be performed as necessary with prior approval from the City.



### **REQUEST FOR PROPOSALS**

### **PAINTING SERVICES**

RFP# 2019-389

Date Issued: March 27, 2019

April 24

	City of Charlotte Management and Financial Services, Finance - Procurement Management				
600 E. 4th Street; 9th Floor; Charlotte, NC 28202-2850					
	704-432-4777 (phone) 704-632-8473 (fax)				
CHARLOTTE Vendor Registration Form					
	NOTE: All fields on this form must be complete to process your registration.				
	Incomplete information will result in d				
	New Registration	Update Existing Record			
		City of Charlotte Vendor ID #			
		30416			
Company Name:	J & M Painting Co				
Legal Name:	Same				
	(As sl	nown on IRS Tax Forms)			
Comp	any Headquarter's Physical Address	Company Contact Information			
	(No PO Box #'s)	Company Email: jerryjmpainting@aol.com			
		(Email Address Purchase Orders should be sent to.			
Street Address:	8742 Blair Rd	If available, use generic email, such as Sales@company.org) Company Phone #: 704- 361-3326			
	1871 VIIIge Harber Vr	Company Phone #: 704-361-3326 Company Fax #:			
Cornelius City: <del>Charlotte</del>	State: NC Zip: 28227	Company Website Address:			
County (NC/SC only)	18/111	Company website Address.			
County (NC/SC only)					
(Company Nan	Payment Mailing Address ne and Payment Address as shown on Invoice)	Payment Contact Information			
Company Name:	J & M Painting Co	Email: jerryjmpainting@aol.com			
Street Address:		Phone #: 704 - 361 - 3326			
		Fax #:			
Cornelius City: Charlotte	State: NC Zip: 28227	Contact Name: Jerry Commell			
D	urchase Order Mailing Address	Purchasing Contact Information			
	adquarter's Physical Address	(Contact for solicitation notifications)			
Street Address:	P.O. Box 690126 17 8 4/ Village Harbor	Email: jerryjmpainting@aol.com			
Cornelius		Phone #: 704 361 3326			
City: Charlotte	State: NC Zip: -28227	Fax #:			
	28031	Contact Name: Jerry Connell			
	Ownership Race/Ethnicity*	Ownership Gender*			
African Ameri		✓ Male			
☐ Asian	□ Native American	Female			
Caucasian	_				
Race	*Ownership is determined by the majority (gre and gender ownership information is for statistical pur	ater than 50%) ownership of the company. poses only and is required to complete your application.			
	Company Bus				
Architectural, I	ruction Related  Professional Services				
Goods & Supp		—			

### TABLE OF CONTENTS

1 REQUEST FOR PROPOSALS (RFP) INSTRUCTIONS		
1.1	PUBLIC NOTICE	
1.2	PROJECT OVERVIEW	
1.3	RFP SCHEDULE AND PROPOSAL SUBMISSION	
1.4	EVALUATION CRITERIA AND PROCESS	
1.5	PROPOSAL FORMAT4	
2 F	REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS	
2.1	COMMUNICATIONS	
2.2	DUTIES AND OBLIGATIONS OF FIRMS IN THE RFP PROCESS	
2.3	Addenda5	
2.4	No Collusion, Bribery, Lobbying or Conflict of Interest5	
2.5	Public Records	
2.6	COST OF PROPOSAL PREPARATION	
2.7	Advertising	
2.8	Vendor Registration with City of Charlotte6	
2.9	FINANCIAL CAPACITY; INSURANCE REQUIREMENTS6	
2.10	CITY RIGHTS AND RESERVATIONS	
2.1	L OWNERSHIP OF WORK PRODUCTS	
2.12	2 BACKGROUND CHECKS	
2.13	3 CONTRACT	
2.14	EQUAL OPPORTUNITY	
2.1	5 E-Verify Certification	
2.16		
2.1	7 INSURANCE REQUIREMENTS	
2.18		
2.19	IRAN DIVESTMENT ACT8	
2.20	CHARLOTTE BUSINESS INCLUSION	
FORM 1 – EXECUTION OF PROPOSAL		
FORM 2 – COMMERCIAL NON-DISCRIMINATION CERTIFICATION		
FORM 3 – SERVICE PROVIDER QUESTIONNAIRE		
FORM 4 – KEY PERSONNEL AND OTHER RESOURCES		
FORM 5 – PAINTING SERVICES		
FORM 6 – COMPANY EMPLOYEE LICENSING AND CERTIFICATIONS		
FORM 7 – PRICING		
EXHIBIT A - SCOPE OF SERVICES		

### 1 REQUEST FOR PROPOSALS (RFP) INSTRUCTIONS

### 1.1 Public Notice

The City of Charlotte (City) plans to contract with one or more companies to provide painting services (Services) for various City facilities (Project). The City is seeking firms whose combination of experience and expertise will provide environmentally sound, professional, timely, and cost-effective services to the City. The City reserves the right to enter into one or more contracts with any firm selected under this RFP process.

For questions related to this RFP, contact:

Euge Rodriguez, CLGPO, Engineering Contracts Administrator City of Charlotte Engineering and Property Management 531 Spratt Street, Charlotte, NC 28206 Direct Phone: (704) 336-3617 Email:

### 1.2 Project Overview

The firm(s) selected will provide unspecified painting services on an as-needed basis for various City-owned facilities. Detailed work requirements are included in **Exhibit A – Scope of Services**. The City anticipates negotiating contracts with a 3-year term. No representation or guarantee is made regarding the quantity of work to be awarded under any as-needed service contract.

### 1.3 RFP Schedule and Proposal Submission

Provided below is the anticipated schedule of events. The City reserves the right to adjust the schedule and to add/remove specific events to meet the unique needs of this Project.

Advertisement of RFP:	March 27, 2019
Pre-Proposal Meeting:	April 10, 2019 at 11:00 AM
	531 Spratt Street, Charlotte, NC 28206
Deadline for Questions:	April 19, 2019
DUE DATE AND TIME FOR	April 24, 2019, at 10:00 AM
PROPOSALS:	531 Spratt Street, Charlotte, NC 28206
Evaluation Meeting:	May 15, 2019 (anticipated)
Selection Announcement:	May 17, 2019 (anticipated)

Proposals shall be enclosed in a sealed envelope or package, addressed to the City of Charlotte. The name and address of the firm and the RFP number and RFP Title shall be placed on the outside of the package. All items required for a responsive Proposal shall be included. It is the sole responsibility of the proposer to ensure that the proposal package is received no later than the established due date and time at the specified location. Proposals received after the due date and time will not be considered. Proposals submitted by facsimile or other electronic means will not be accepted.

Submit/Deliver to: City of Charlotte

E & PM Building Services 531 Spratt Street Charlotte, NC 28206 Attn: **Euge Rodriguez, CLGPO,** *Engineering Contracts Administrator* 

### 1.4 Evaluation Criteria and Process

Evaluation criteria include, but are not limited to the following:

- Qualifications and relevant experience of the company and key team members;
- Available equipment resources;
- References; and
- Pricing.

The City will appoint an evaluation committee whose responsibilities will include performing technical evaluations of each Proposal and making selection recommendations based on the evaluation criteria provided above. Evaluations will focus on identifying the relative strengths, weaknesses, deficiencies and risks associated with each Proposal. The City reserves the right to obtain clarification or additional information from any firm in regards to its Proposal.

The City reserves the sole right to select the most qualified firm(s) on the basis of best overall Proposal that is most advantageous to the City. Firms that submit Proposals will be notified of the selection results. Any selected firm is subject to final approval of City Council or City officials.

### 1.5 Proposal Format

Interested firms must complete and submit one original copy of the required Forms 1 through 7 provided in this RFP package.

### 2 **REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS**

### 2.1 <u>Communications</u>

All communication of any nature with respect to this RFP shall be addressed to the Contracts Administrator identified in this RFP. With the exception of communications with the Contracts Administrator and Charlottes Business INClusion Officer for this RFP, prospective firms and their staffs are prohibited from communicating with elected City officials, City staff and any selection committee member regarding this RFP or submittals from the time the RFP was released until the selection results are publicly announced. Violation of this provision many lead to disqualification of the firm's proposal for consideration.

### 2.2 Duties and Obligations of Firms in the RFP Process

Interested firms are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting a proposal. Firms must perform their own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City. Firms are expected to promptly notify the City in writing to report any ambiguity, inconsistency or error in this RFP. Failure to notify the City accordingly will constitute a waiver of claim of ambiguity, inconsistency or error.

### 2.3 <u>Addenda</u>

In order to clarify or modify any part of this RFP, addenda may be issued. Any requests for information or clarification shall be submitted in writing to the Contracts Administrator listed in this RFP by the deadline for questions.

### 2.4 No Collusion, Bribery, Lobbying or Conflict of Interest

By responding to this RFP, the firm shall be deemed to have represented and warranted that the proposal is not made in connection with any competing firm submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. Furthermore, the firm certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of the City in connection with this RFP.

### 2.5 <u>Public Records</u>

Upon receipt by the City, each proposal becomes the property of the City and is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. Proposals will be reviewed by the City's evaluation committee, as well as other City staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by the firm should be submitted in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a proposal, each firm agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the evaluation process and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the City to assist in the evaluation process. Furthermore, each firm agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire proposal as a trade secret may be disqualified from consideration.

### 2.6 Cost of Proposal Preparation

The City shall not be liable for any expenses incurred by any firm responding to this RFP. Firms submitting a proposal in response to this RFP agree that the materials and submittals are prepared at the firm's own expense with the express understanding that the firm cannot make any claims whatsoever for reimbursement from the City for the costs and expense associated with preparing and submitting a proposal. Each firm shall hold the City harmless and free from any and all liability, costs, claims, or expenses incurred by, or on behalf of, any person or firm responding to this RFP.

### 2.7 Advertising

In submitting a proposal, proposer agrees not to use the results therefrom as part of any commercial advertising without prior written approval of the City of Charlotte.

### 2.8 Vendor Registration with City of Charlotte

The selected firm and subcontractors must be registered in the City's Vendor Registration System in order to receive payment for services and/or supplies provided under any City contract.

### 2.9 Financial Capacity; Insurance Requirements

The selected firm must have the financial capacity to undertake the work and assume associated liability. The selected firm will be required to provide certificates of insurance evidencing coverage for professional liability in the minimum amount of \$1,000,000; automobile liability in the minimum amount of \$1,000,000; commercial general liability in the minimum amount of \$1,000,000; and workers' compensation insurance as required by North Carolina statutes.

### 2.10 City Rights and Reservations

The City expects to select one or more firms, but reserves the right to request substitutions of any key team member, including staff and subcontractors. The City reserves the right to contact any firm/team for any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to modify any part of this RFP as issued with an addendum. The City, at its sole discretion, reserves the right to reject any or all responses to the RFP, to cancel the RFP, to re-advertise for new RFP responses either with identical or revised specifications, or to accept any RFP response, in whole or part, deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

A response to this RFP shall not be construed as a contract, nor indicate a commitment of any kind.

The City of Charlotte reserves the sole right to award a contract or contracts to the most qualified firm(s) on the basis of best overall proposal that is most advantageous to the City. The City of Charlotte also reserves the right to make multiple awards, based on experience and qualifications if it is deemed in the City's best interest.

#### 2.11 Ownership of Work Products

The City shall have exclusive ownership of all intellectual property rights in all designs, plans and specifications, documents and other work product prepared by, for, or under the direction of the selected firm pursuant to any contract under this RFP (collectively, the "Intellectual Property"), including without limitation the right to copy, use, disclose, distribute, and make derivations of the Intellectual Property for any purpose or to assign such rights to any third party. The Intellectual Property shall be prepared in the City's name and shall be the sole and exclusive property of the City, whether or not the work contemplated therein is performed. The City will grant the firm a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform the contract.

#### 2.12 Background Checks

The company and its employees or agents must be able to pass Charlotte-Mecklenburg Police Department and Federal Bureau of Investigation background checks.

#### 2.13 Contract

The contents of this RFP and all provisions of the successful proposal deemed responsive by the City of Charlotte may be incorporated, either in whole or in part, into a contract and become legally binding when approved and executed by both parties. Contents of the contract may contain changes from the City of Charlotte's perspective as a result of the RFP process and proposal(s) received. The final negotiated contract may include the scope of work as outlined in this RFP along with the successful firm's submittal and any additions or deletions made at the discretion of the City as a result of the RFP process.

## 2.14 Equal Opportunity

The Company will ensure that employees and applicants for employment are not unfairly discriminated against because of their race, color, religion, sex, national origin, disability or veteran status.

#### 2.15 <u>E-Verify Certification</u>

The Company shall comply with requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

#### 2.16 Familiarity And Compliance with Laws and Ordinances

The Company shall make itself aware of and comply with, and shall cause each of its subcontractors to comply with, all applicable federal, state, and local laws and regulations, including obtaining all required permits and licenses.

#### 2.17 Insurance Requirements

The Company selected under this RFP will be required, during the life of the contract with the City, to purchase and maintain the following insurance with a company acceptable to the City and authorized to do business with the State of North Carolina:

- <u>Automobile Liability Insurance</u>: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- <u>Comprehensive General Liability</u>: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Agreement from claims of bodily injury or property damage which arise from operation of this agreement whether such operations are performed by the Company, any subcontractor, or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of the agreement.
- <u>Worker's Compensation and Occupation Disease Insurance</u>: In conformance with State Law, in an amount of \$100,000 each accident and disease for each employee, and \$500,000 disease policy limit providing coverage for employees and owners.

The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Developer and/or subconsultant providing such insurance.

The City shall be named as additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. At the time of execution of the contract, certificates of all required insurance shall be furnished to the City and shall contain the provision that the City will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

#### 2.18 Background Checks

Certain City facilities require a background check of all Company employees before they are allowed into the facility. The Charlotte-Mecklenburg Police Department will conduct these background checks as needed.

#### 2.19 Iran Divestment Act

The company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subconsultant/subcontractor that is identified on any such list to provide goods or services hereunder.

#### 2.20 Charlotte Business INClusion

Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the Charlotte Business INClusion program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at:

The City of Charlotte is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. In regards to this effort, SBE participation will be required in order to meet goal compliance. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

The **Charlotte CSA** refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area in effect as of April 8, 2013 consisting of: (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York. This is one criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.

Firms are highly encouraged to consider any and all possibilities for M/W/SBE participation. A complete list of City certified SBEs is available at A list of State of North Carolina HUB certified MBEs and WBEs is available at

The City will negotiate Minority Small Business Enterprise (MSBE) Subcontracting Goals for the Project with the selected firm(s):

**MBE Goal:** May be satisfied by an entity that qualifies as a Minority Business Enterprise under N.C. Gen. Stat. § 143-128, and that has been certified as an Historically Underutilized Business by the State of North Carolina, with the business headquarters in the Charlotte Combined Statistical Area. Please note, when identifying MBEs for inclusion towards the MBE Goal, only HUB-certified MBEs headquartered in the Charlotte Combined Statistical Area will be counted towards the MBE Goal.

**SBE Goal:** May be satisfied by an entity that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.

**MSBE Goal (Project Goal)**: The total work performed by MBEs or SBEs in the aggregate for this Project.

<u>Per the Charlotte Business INClusion Policy, no subcontracting goal was established for this</u> <u>project because there are no subcontracting opportunities.</u>

**Entities Certified In Multiple Categories**. In measuring Goal attainment, a subconsultant that is certified in multiple categories may be count towards the individual Goal of such category, but the subconsultant may only be counted once towards the Project Goal. For example, a

subconsultant that is certified as both an SBE by the City and an MBE by the State shall be counted towards the MSBE Goal.

Firms are required to include a Minority & Small Business Enterprise Participation Plan (Form 2 provided with this RFQ) that describes the firm's approach and past history with MSBE subcontractor utilization. The Participation Plan shall include at a minimum the following elements:

- Identify MSBEs that will be committed and utilized by the firm for the Project;
- Identify specific scopes of work to be performed by the MSBEs for the Project; and
- Document the overall percentage to be committed to MSBEs for the Project.

In evaluating the firm's proposal, the City may take into account: (1) the firm's past performance in meeting MSBE goals; (2) the firm's Participation Plan; and (3) the Participation Plan submitted by other firms in comparison to the firm's Participation Plan.

The documentation required in this section shall be submitted with the firm's Proposal (collectively "Minority & Small Business Inclusion Strategy").

## Form 1 – Execution of Proposal

## **Painting Services**

The person executing the Proposal, on behalf of the Company, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Company has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of full and open competition in connection with any proposal or contract, that the Company has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Company intends to do the work with its own bona fide employees or subcontractors and is not proposing for the benefit of another company.

Submission of a response to this RFP constitutes certification that the Company and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or agency. Submission is also agreement that the City will be notified of any change in this status.

NC General Statute 133-32 and City Policy prohibit any gift from anyone with a contract with the City, or from any person seeking to do business with the City. By execution of this Proposal, you attest, for your organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

The information contained in this Proposal, including its forms and other documents, delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

Type of Company:	🖾 Sole Proprietor
(check 1 box)	Partnership
	Corporation
	Limited Liability Company
Company Legal Name:	JAM Painting Co
Mailing Address:	7841 Village Harbor Dr
City/State/Zip:	Cornelius N.C. 28031
Phone:	704-361-3326 Email: jerry jon painting at al. com
Printed Name:	Jerry, Connett Title: Owner
Signature:	Men Connell
	$\mathcal{O}\mathcal{O}$

## Form 2 – Commercial Non-Discrimination Certification

Project Name:	Painting Services	
Company's Name:	JOM Painting Co	

The undersigned Company hereby certifies and agrees that the following information is correct:

- 1. In preparing its bid/proposal, the Company has considered all bids/proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in discrimination as defined in Section 2 below.
- 2. For purposes of this section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of discrimination.
- 3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid/proposal submitted with this certification and terminate any contract awarded based on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies allowed thereunder, including possible disqualification from participating in City contracts for up to two years.
- 4. As a condition of contracting with the City, the Company agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors and suppliers. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid/proposal and to terminate any contract awarded on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies that are allowed thereunder.
- 5. As part of its bid/proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractor, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
- 6. As a condition of submitting a bid/proposal to the City, the Company agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

SIGNATURE OF AUTHORIZED OFFICIAL Title:

City of Charlotte Engineering & Property Management

REQUIRED FORMS

	Project Name: Painting Services				
	Company's Name: JoM Painting Co				
1.	When was your company established? How many years have you been in business providing commercial painting services?	Year established: <u>1974</u> Number of years providing commercial painting services: <u>45</u>			
2.	How many qualified employees are available to provide the services?	Number of company staff:			
3.	How long have your employees worked for you?	How many employees have been with your company for <u>less than 3 years</u> ?			
4.	Does your company have the capability to self- perform all the Services? What percentage of the work/which tasks would you subcontract?	Yes.         No.       What areas would you need to subcontract?         Hubble			

## Form 3 – Service Provider Questionnaire

.

RFP 2019-389 Painting Services

Page 13

Engineering & Property Management		REQUIRED FORMS
5.	Has the company or any employee or agent/ subcontractor had a felony conviction within the past 15 years?	□ Yes. Explain:
6.	Are you willing to submit all proposed personnel for a strict CMPD background check?	Vyes.
		No.

Provide Information on Form 6

RFP 2019-389 Painting Services

7. Have you been involved in any litigation in the past

8. List 5 references on Form 6 for services performed by your company and proposed subcontractors

that were similar in nature to the scope of services

5 years?

under this RFP.

City of Charlotte

Page 14

□ Yes. Explain: \_\_\_\_\_

City of Charlotte

Engineering & Property Management

REQUIRED FORMS

# Form 4 – Key Personnel and Other Resources (Make copies and attach additional sheets as necessary)

Project Name:	Painting Services	<b>A</b>	
Company's Name:	JoM	Painting	Co

List the Key Persons who will be assigned to this Project. Provide the information required for each Key Person listed.

	Key Personnel 1	Key Personnel 2	Key Personnel 3
Name	JErry Connehl		
Professional Certifications/Licenses (include Certification/License #)			
Proposed Role/Function for Projects	Supervisor		
Office Location (City, State)	Cornelius NC		
Number of Years with Company	45		
Number of Years of Relevant Experience	45		
Availability to Provide Services for this Project for the next 12 months	Yes		
Describe Relevant Experience, include list of Projects where the Key Person was responsible for the same role/function.	City of Charlot. Numerous	Ŕ	

RFP 2019-389 Painting Services	Page 15

City of Charlotte	
Engineering & Property Management	REQUIRED FORMS

**Project Name:** 

**Painting Services** 

Company's Name: List the legal names of all <u>Subcontractors</u> whom you intend to use on this Project. Provide their specific role/responsibility and contact information.

Subcontractor Name	Project Role/Responsibility	Contact Person and Contact Information (Address, Phone, Email)	Certifications/Expertise
Fabian Del Abra	Supervisor	1-ubiun Del Dora 980-319-638-1	22 yis Experience
	over crew	980:319-638-1	Experience
Michael Fhorles	, Supervisor	Michael Bhorley 704-6746547	17 YAS
	over crew	704-6746547	17 yrs Experience

RFP 2019-389 Painting Services

Page 16

City of Charlotte

Engineering & Property Management

REQUIRED FORMS

Project Name:

**Painting Services** 

Company's Name: List all equipment you intend to use for this project, include Equipment Type, Brand, Model Number, and indicate whether the equipment is owned by your firm or to be leased.

Equipment Type	Brand	Model Number	Own or Lease?
Frayco Sprayer	Preyco		Will Lease
JLG Lift	Gen;		Own Will Lease
			Own Will Lease
			Own Will Lease
			Own Will Lease
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			Own Will Lease

RFP 2019-389 Painting Services

Page 17

## Form 5 – Painting Services

Please type or print

	REFERENCES				
	Company Name	City of Charlotte			
	Contact Name	Bill Witherell			
	Phone Number	704-562-3306			
1	E-Mail Address	wm witherellater, charlotte, ne. US			
Ľ	Service Dates	1991-2019			
	Scope of Work	1991-2019 Painting			
	Company Name	Everette Curley 704-361-9743			
	Contact Name	Everette Curley			
	Phone Number	704-361-9743			
2	E-Mail Address				
	Service Dates	2011-2019			
	Scope of Work	2011-2019 Painting			
	Company Nama				
	Company Name	Richard Henderson Remodeling			
	Contact Name	lick			
	Phone Number	204-634-6710			
3	E-Mail Address				
	Service Dates	1995-2019			
	Scope of Work	1995-2019 Painting			
		·			

## Form 6 – Company Employee Licensing and Certifications

Copy this Form as Needed.

Project Name:	Painting Services	•	-	
Company's Name:	JOMP	ainting	Co	

List staff with documented licenses and other credentials:

1. NAME OF LICENSE/CERTIFICATION:

	V
Name of Individual:	
Working Title with Company:	
Certification Issued By:	
License/Registration/Certification #:	
Effective Date / Expiration Date:	

## 2. NAME OF LICENSE/CERTIFICATION: \_\_\_\_\_

Name of Individual:	
Working Title with Company:	
Certification Issued By:	
License/Registration/Certification #:	
Effective Date / Expiration Date:	

#### 3. NAME OF LICENSE/CERTIFICATION: \_\_\_\_\_

Name of Individual:	
Working Title with Company:	
Certification Issued By:	
License/Registration/Certification #:	
Effective Date / Expiration Date:	

## Form 7 – Pricing

Project Name:	<b>Painting Services</b>			
Company's Nam	e: <u>Jo</u> /M	Painting	Co	

The following Unit Prices shall be all inclusive. All Unit Prices shall include all labor, materials, mobilization, equipment (owned or rented), overtime, transportation, and necessary hand tools required by the painting trade, as well as any other expenses of having the workers on the job site. The Company shall pay for any required building permits and the City will reimburse the cost.

Special pricing may be negotiated for any circumstances not covered in the Unit Rate Pricing Schedule below.

#### Unit Rate Pricing Schedule

	DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE
Α.	New walls (Primer + 2 Finish Coats)				_
	1. Less than 5,000 SQ FT	P+2	SQ FT	\$ ,43	\$ 43
	2. Between 5,000 and 10,000 SQ FT	P+2	SQ FT	\$ ,43	\$ 43
	3. Over 10,000 SQ FT	P+2	SQ FT	\$43.80	\$ , 43
В.	Repaint walls over carpet and base, same color			6	
	1. Less than 5,000 SQ FT	1	SQ FT	\$ ,25	\$ ,25
	2. Between 5,000 and 10,000 SQ FT	1	SQ FT	\$ ,25	\$ 25
	3. Over 10,000 SQ FT	1	SQ FT	\$ ,25	\$ ,2.5
с.	Repaint walls over carpet and base, new color				
	1. Less than 5,000 SQ FT	2	SQ FT	5,50	\$ ,50
	2. Between 5,000 and 10,000 SQ FT	2	SQ FT	\$,50	\$ ,50
	3. Over 10,000 SQ FT	2	SQ FT	\$,50	\$,50
D.	Repaint walls over carpet and base, move furniture, same color				
	1. Less than 5,000 SQ FT	1	SQ FT	\$,30	\$ ,30
	2. Between 5,000 and 10,000 SQ FT	1	SQ FT	\$,30	\$ 30
	3. Over 10,000 SQ FT	1	SQ FT	\$ , 30	\$ ,30

RFP 2019-389 Painting Services

#### City of Charlotte

Engineering & Property Management

REQUIRED FORMS

	DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE
Ε.	Repaint walls over carpet and base, move furniture, new color				
	1. Less than 5,000 SQ FT	2	SQ FT	\$ ,50	\$ ,50
	2. Between 5,000 and 10,000 SQ FT	2	SQ FT	\$ ,50	\$ ,50
	3. Over 10,000 SQ FT	2	SQ FT	\$ ,50	\$ .50
F.	New doors and frames 7' (Primer + 2 Finish Coats)				a (1/1)
	1. Less than three (3)	P+2	EACH	\$ 6000	\$ 6000
	2. Between three (3) and ten (10)	P+2	EACH	\$ 6000	\$ 60 00
	3. More than ten (10)	P+2	EACH	\$ 5 800	\$ 5800
G.	New doors and frames 8' (Primer + 2 Finish Coats)		T		2 41/2
	1. Less than three (3)	P+2	EACH	\$ 6000	\$ 6000
	2. Between three (3) and ten (10)	P+2	EACH	\$ 6000	\$ 60 00
	3. More than ten (10)	P+2	EACH	\$ 5800	\$ 5800
н.	Repaint or stain existing doors, same color			_	
	1. Less than three (3)	1	EACH	\$ 2000	\$ 20,00
	2. Between three (3) and ten (10)	1	EACH	\$ 2000	\$ 20 00
	3. More than ten (10)	1	EACH	\$ 20 00	\$ 2000
۱.	Repaint existing doors, new color				
	1. Less than three (3)	2	EACH	\$ 3,500	\$ 3.500
	2. Between three (3) and ten (10)	2	EACH	\$ 3 500	\$ 3.500
	3. More than ten (10)	2	EACH	\$ 3,500	\$ 3.500
J.	Repaint or stain existing door frames, same color			Approximite and the second second	
	1. Less than three (3)	1	EACH	\$ 1200	\$ 12 00
	2. Between three (3) and ten (10)	1	EACH	\$ 1 2 ""	\$ 12 ""
	3. More than ten (10)	1	EACH	\$ 12 00	\$ 12 00
к.	Repaint existing door frames, new color			in an	
	1. Less than three (3)	2	EACH	\$ 2000	\$ 2000
	2. Between three (3) and ten (10)	2	EACH	\$20	\$2000

#### City of Charlotte

Engineering & Property Management

REQUIRED FORMS

	DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE
	3. More than ten (10)	2	EACH	\$ 2 600	\$ 2000
L.	Repaint exterior block (2 coats)			-0	
	1. Less than 5,000 SQ FT	2	SQ FT	\$ ,50	\$ .50
	2. Between 5,000 and 10,000 SQ FT	2	SQ FT	\$ ,50	\$ 50
	3. Over 10,000 SQ FT	2	SQ FT	\$ 50	\$ .50
м.	Hourly Labor Rate (for items not addressed above)	1	HOUR	\$ , 2500	\$ 2 500
N.	Repaint ceilings over carpet, same color	1	SQ FT	\$ 25	\$ ,25
0.	Repaint Apparatus Bay walls, same color (up to 25' high – including lift) equal to or greater than 2,600 SQ FT	1	SQ FT	\$,40	\$ 40
Ρ.	Repaint Apparatus Bay walls, new color (up to 25' high – including lift) equal to or greater than 2,600 SQ FT	1	SQ FT	\$,41	\$ 40
Q.	Repaint Apparatus Bay ceiling, same color (up to 25' high – including lift) equal to or greater than 1,800 SQ FT	1	SQ FT	\$,80	\$ , 80
R.	Repaint Apparatus Bay ceiling, new color (up to 25' high – including lift) equal to or greater than 1,800 SQ FT	1	SQ FT	\$ 80	\$,80
S.	Sanding and Patching Walls				
	1. Less than 5,000 square feet, per hour	1	SQ FT	\$ 38	\$ .38
	2. Between 5,000 and 10,000 square feet, per hour	1	SQ FT	\$ 37	\$ 37
	3. Over 10,000 square feet, per hour	1	SQ FT	\$,35	\$ 3.5
т.	Block Fill				
	1. Less than 5,000 SQ FT	1	SQ FT	\$ 25	\$ , 2, 5
	2. Between 5,000 and 10,000 SQ FT	1	SQ FT	\$ 25	\$ 25
	3. Over 10,000 SQ FT	1	SQ FT	\$ 23	\$ 23
U.	Replace Switch or Receptacle Plates			ter en	
	1. 1 Gang Plastic	1	EACH	\$ 200	\$ 2.00
	2. 1 Gang Metal	1	EACH	\$ 3,00	\$ 3.00
	3. 2 Gang Plastic	1	EACH	\$ 3. ""	\$ 300

DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE
4. 2 Gang Metal	1	EACH	\$ 4 00	\$ 4.00
5. 3 Gang Plastic	1	EACH	\$ 3,00	\$ 3. 01
6. 3 Gang Metal	1	EACH	\$4,00	\$ 4,00

## Use the Unit Rate Schedule pricing to calculate the following project

	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
A.	Paint new interior drywall (Primer + 2 Finish Coats) – Normal Hours	4000	SQ FT	\$,113	\$ 1720,00
В.	Repaint interior drywall over carpet and base, move furniture, same color (1 Coat) – <b>Normal Hours</b>	12000	SQ FT	\$.25	\$ 3,000
C.	Repaint walls over carpet and base, new color (2 Coats) – <b>Normal</b> Hours	8000	SQ FT	\$.50	\$ 4, 0111. M
D.	Repaint walls over carpet and base, new color (2 Coats) - After Hours	2000	SQ FT	\$ 31	\$ 600.
E.	New doors and frames 7' (Primer + 2 Finish Coats) – Normal Hours	4	EACH	\$6000	\$ 240.00
F.	New doors and frames 8' (Primer + 2 Finish Coats) – Normal Hours	2	EACH	\$60W	\$ 120.14
G.	Sand and Patch drywall - After Hours	800	SQ FT	\$ .38	\$ 30400
Н.	Repaint apparatus bay walls, same color (up to 25' high – including lift) – <b>After Hours</b>	2600	SQ FT	\$,40	\$1.04000
۱.	Repaint apparatus bay ceiling, same color (up to 25' high – including lift) – <b>Normal Hours</b>	1800	SQ FT	\$, 80	\$1,440 "
				TOTAL	\$ 12, 464

## **EXHIBIT A - SCOPE OF SERVICES**

#### OVERVIEW

The Building Services Division of the Engineering and Property Management Department is responsible for maintaining a portfolio of approximately 115 buildings, including offices, fire stations, police division offices, and equipment shops, that house various City activities. The City also maintains cultural facilities, including museums and arenas that serve as venues for sports, entertainment, and other events.

The Company shall provide painting services at various locations as identified by the City. Services consists of providing all labor, materials, equipment, and supervision for the painting and finishing of new and existing interior and exterior surfaces, i.e., walls, doors, jambs, window frames, and other work as directed by the Project Manager. Work areas may be occupied and require moving and repositioning of office equipment and furniture.

The City reserves the right to prepare an individual Scope of Work and require a proposal with complete breakdown of material, equipment, and labor cost for each project consistent with the prices established per *Form 8 – Pricing* above. The City reserves the right to furnish any and all equipment and/or supplies for projects. The City may solicit a quote for Services from one or more companies prior to assigning an individual project.

#### FIELD QUALITY CONTROL / STANDARD OF ACCEPTANCE

Painted surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent:

- a) Brush/roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding, or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
- b) Evidence of poor coverage at plate edges, lap joints, crevices, pockets, corners and re-entrant angles.
- c) Damage due to touching before paint is sufficiently dry or any other cause.
- d) Damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.)

Painted surfaces shall be considered unacceptable if any of the following are evident under final lighting source (including daylight) for interior surfaces:

- a) Visible defects are evident on vertical or horizontal surfaces when viewed at normal viewing angles from a distance of not less than 10000 mm (39").
- b) Visible defects are evident on ceiling, soffit, and other overhead surfaces when viewed at normal viewing angles.
- c) When the final coat on any surface exhibits a lack of uniformity of color, sheen, texture, and hiding across full surface area.

Painted surfaces rejected by the Project Manager shall be corrected at the expense of the Company. Small affected areas may be touched up. Large affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags, or damaged paints shall be removed by scraper or by sanding prior to application of paint.

#### PREPARATION AND CLEANING

Perform preparation and cleaning procedures in strict accordance with coating manufacturer's instruction. Use applicators and techniques best suited for the material and surfaces to be applied. Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by activities such that airborne particles will not affect the quality of finished surfaces. Apply additional coats when undercoats or conditions show through final paint coat, until paint film is of uniform finish, color and appearance. Work must be evenly uniform in sheen, color and texture; free from brush marks, sags, crawls, runs, or other defects detrimental to appearance or performance. Paint surfaces behind movable equipment and furniture same as adjacent similar exposed surfaces unless otherwise directed by the Project Manager. Apply each material at no less than the manufacturer's recommended spreading rate.

#### SUBMITTALS

If requested by Project Manager, submit samples for City's approval of color and sheen. Samples shall be 12" X 12" on properly prepared print out cards or hardboard. Material Safety Data Sheets for each product used shall be maintained on the site as well as one copy furnished to the City.

#### **STANDARD PROVISIONS**

#### **CHANGE ORDERS**

Alterations or modifications to the work performed under a task order under the contract shall be made only by written Change Order between the company and the City Point of Contact prior to commencement of the altered or modified work. No claims for any extra work or materials will be allowed unless covered by written Change Order.

#### **CLEAN UP**

All clean up shall comply with all applicable Federal, State, and local laws and regulations. Company shall remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.

Company shall, at all times, keep the site free from accumulation of waste materials, debris, or rubbish caused by his or her employees at work. Company shall remove from the site all tools, surplus materials, debris, or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work. Clean equipment and dispose of wash water/solvents as well as other cleaning and protective materials (e.g., rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers, etc., as directed by Project Manager. Whenever possible, clean up shall be conducted with water or water-based agents.

Companies may not utilize on-site office trash cans. Arrangements may be made in advance with the Project Manager for the use of City owned or leased waste containers for disposal of the above. Only fully dry paint residues may be disposed of in City containers. Opened cans of partially used paint may not be disposed of in City containers under any circumstances.

#### EMERGENCY CONTACT

Company personnel shall be reachable cell phone in urgent or emergency situations. The Company shall provide at least two (2) local telephone numbers that may be used to contact the Company or his authorized representative in the event of an urgent or emergency situation after normal business hours.

#### EQUIPMENT

The Company shall have in its possession, or available, sufficient equipment, hand tools, materials, and supplies necessary to perform the work as outlined in this Scope of Services.

#### HAZARDOUS MATERIALS

If the Company encounters any materials considered or suspected of being hazardous, he shall immediately secure the area and contact the Charlotte-Mecklenburg Hazardous Materials Coordinator, telephone 704-336-2461 for further instructions.

#### MATERIALS AND EQUIPMENT STORAGE

The Company shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the contract period. The Company shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the City. Such restoration shall be at no additional cost to the City.

The Company shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for the occurrences of same. The Company shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Company shall obtain a release from the property owner of the storage area utilized for the Project.

#### PROJECT LOCATION INSPECTIONS

All trades shall be performed by skilled craftsmen. Satisfactory work and housekeeping will be maintained by the Company at all times. The worksite conditions, progress of work, and quality of work at each Project location may be inspected by the City on a continual basis. Any condition or situation deemed by the City to be unsatisfactory shall be remedied as soon as logistically possible and no later than within 24 hours. During its inspection, the City may note whether each Project location is satisfactory or unsatisfactory.

#### **PROTECTION OF PROPERTY**

Company shall protect all surrounding furniture, surfaces (including glass, aluminum, wood, labels, signage, etc.), mechanical, electrical, computer hardware and other sensitive components from sanding dust, paint splatter, spills and/or overspray. Use sufficient drop cloths and coverings for the protection of floors, furnishings and adjacent surfaces. Company shall be responsible for providing and placement of barricades, drop cloths, tarps, plastic, flag tape and any other safety equipment required to protect the public and employees in the work area. Company shall be responsible for the security of its equipment and materials.

#### SAFETY

Provide a safe work environment in accordance with all local, state, Federal, and applicable OSHA regulations. Employees must wear OSHA required safety equipment while working.

#### STAFFING REQUIREMENTS AND IDENTIFICATION OF COMPANY PERSONNEL

The Company shall provide a sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the City. The City has the right to require any additional personnel that the City deems necessary to complete the Project. The City also has the right to require removal and replacement of any personnel deemed unsatisfactory by the City.

Personnel shall maintain a neat and clean appearance, with identification clearly identifying the person and the name of their company. Shirts must be worn at all times, with shirt tails tucked in. Tank tops are not permitted. All personnel must wear high visibility safety vests that meet ANSI standards while working in vehicular traffic areas.

#### **SUBCONTRACTS**

No portion of this contract shall be subcontracted without prior written consent of the City. The City shall retain the right of approval of all subcontractors.

#### SUPERVISION

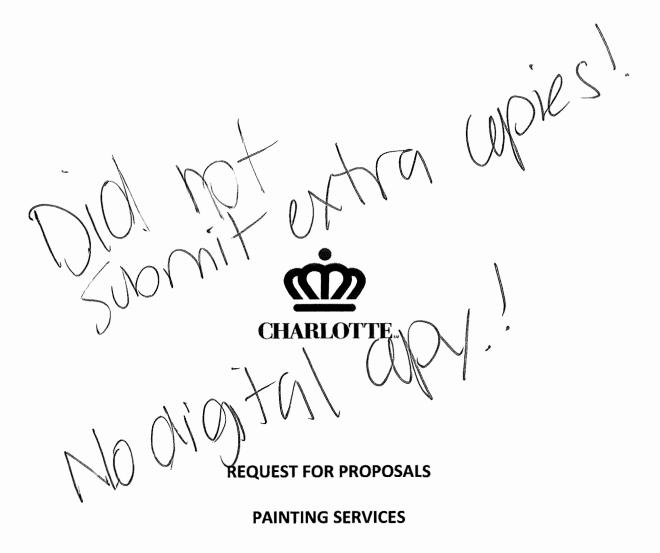
One competent English speaking individual shall be available on-site at all times to supervise the work. This individual shall be a full time employee of the Company and shall be experienced in the type of work being performed. Additionally, the individual shall be fully capable of managing, directing, and coordinating the work; reading and thoroughly understanding the Contract; and receiving and carrying out directions from the City. This individual shall be reachable via cell phone during normal business hours (Monday – Friday, 8:00 AM to 5:00 PM).

#### WARRANTY OF MATERIALS AND WORKMANSHIP

All materials and equipment provided shall be listed and labeled for the purpose intended and must be in good working order. All work provided shall have, as a minimum, a one (1) year warranty from the date of final acceptance against any latent defects, materials, workmanship, and installation. All materials used shall be new and work must be performed by skilled tradesperson(s).

#### **WORKING HOURS**

Routine operations shall generally be performed between the hours of 8:00 AM to 5:00 PM, Monday through Friday, except for City observed holidays. Emergency or non-routine work shall be performed as necessary with prior approval from the City.



RFP# 2019-389

Date Issued: March 27, 2019

#### TABLE OF CONTENTS

1 REQ	JEST FOR PROPOSALS (RFP) INSTRUCTIONS	3			
1.1	PUBLIC NOTICE	3			
1.2	PROJECT OVERVIEW				
1.3	RFP SCHEDULE AND PROPOSAL SUBMISSION	3			
1.4	EVALUATION CRITERIA AND PROCESS	4			
1.5	PROPOSAL FORMAT	4			
2 REPR	RESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS	5			
2.1	COMMUNICATIONS	5			
2.2	DUTIES AND OBLIGATIONS OF FIRMS IN THE RFP PROCESS	5			
2.3	Addenda	5			
2.4	NO COLLUSION, BRIBERY, LOBBYING OR CONFLICT OF INTEREST	5			
2.5	PUBLIC RECORDS				
2.6	COST OF PROPOSAL PREPARATION	6			
2.7	Advertising	6			
2.8	VENDOR REGISTRATION WITH CITY OF CHARLOTTE	6			
2.9	FINANCIAL CAPACITY; INSURANCE REQUIREMENTS	6			
2.10	CITY RIGHTS AND RESERVATIONS	6			
2.11	OWNERSHIP OF WORK PRODUCTS	7			
2.12	BACKGROUND CHECKS				
2.13	CONTRACT				
2.14	EQUAL OPPORTUNITY	7			
2.15	E-VERIFY CERTIFICATION				
2.16	FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES	7			
2.17	INSURANCE REQUIREMENTS	8			
2.18	BACKGROUND CHECKS				
2.19	IRAN DIVESTMENT ACT				
2.20	CHARLOTTE BUSINESS INCLUSION	9			
	EXECUTION OF PROPOSAL				
	COMMERCIAL NON-DISCRIMINATION CERTIFICATION1				
	SERVICE PROVIDER QUESTIONNAIRE				
	KEY PERSONNEL AND OTHER RESOURCES				
	PAINTING SERVICES				
FORM 6 – COMPANY EMPLOYEE LICENSING AND CERTIFICATIONS					
	PRICING 2				
EXHIBIT A	- SCOPE OF SERVICES	5			

## 1 REQUEST FOR PROPOSALS (RFP) INSTRUCTIONS

## 1.1 Public Notice

The City of Charlotte (City) plans to contract with one or more companies to provide painting services (Services) for various City facilities (Project). The City is seeking firms whose combination of experience and expertise will provide environmentally sound, professional, timely, and cost-effective services to the City. The City reserves the right to enter into one or more contracts with any firm selected under this RFP process.

For questions related to this RFP, contact:

Euge Rodriguez, CLGPO, Engineering Contracts Administrator City of Charlotte Engineering and Property Management 531 Spratt Street, Charlotte, NC 28206 Direct Phone: (704) 336-3617 Email: erodriguez@charlottenc.gov

## 1.2 **Project Overview**

The firm(s) selected will provide unspecified painting services on an as-needed basis for various City-owned facilities. Detailed work requirements are included in **Exhibit A – Scope of Services**. The City anticipates negotiating contracts with a 3-year term. No representation or guarantee is made regarding the quantity of work to be awarded under any as-needed service contract.

#### 1.3 RFP Schedule and Proposal Submission

Provided below is the anticipated schedule of events. The City reserves the right to adjust the schedule and to add/remove specific events to meet the unique needs of this Project.

Advertisement of RFP:	March 27, 2019
Pre-Proposal Meeting:	April 10, 2019 at 11:00 AM
	531 Spratt Street, Charlotte, NC 28206
Deadline for Questions:	April 19, 2019
DUE DATE AND TIME FOR	April 24, 2019, at 10:00 AM
PROPOSALS:	531 Spratt Street, Charlotte, NC 28206
Evaluation Meeting:	May 15, 2019 (anticipated)
Selection Announcement:	May 17, 2019 (anticipated)

Proposals shall be enclosed in a sealed envelope or package, addressed to the City of Charlotte. The name and address of the firm and the RFP number and RFP Title shall be placed on the outside of the package. All items required for a responsive Proposal shall be included. It is the sole responsibility of the proposer to ensure that the proposal package is received no later than the established due date and time at the specified location. Proposals received after the due date and time will not be considered. Proposals submitted by facsimile or other electronic means will not be accepted.

Submit/Deliver to: City of Charlotte

E & PM Building Services 531 Spratt Street Charlotte, NC 28206 Attn: **Euge Rodriguez, CLGPO,** Engineering Contracts Administrator

## 1.4 Evaluation Criteria and Process

Evaluation criteria include, but are not limited to the following:

- Qualifications and relevant experience of the company and key team members;
- Available equipment resources;
- References; and
- Pricing.

The City will appoint an evaluation committee whose responsibilities will include performing technical evaluations of each Proposal and making selection recommendations based on the evaluation criteria provided above. Evaluations will focus on identifying the relative strengths, weaknesses, deficiencies and risks associated with each Proposal. The City reserves the right to obtain clarification or additional information from any firm in regards to its Proposal.

The City reserves the sole right to select the most qualified firm(s) on the basis of best overall Proposal that is most advantageous to the City. Firms that submit Proposals will be notified of the selection results. Any selected firm is subject to final approval of City Council or City officials.

#### 1.5 Proposal Format

Interested firms must complete and submit one original copy of the required **Forms 1 through 7** provided in this RFP package.

# **ADDENDUM No. 2**

FROM: Euge Rodriguez, Engineering Contracts Administrator

**DATE:** April 10, 2019

PROJECT: Painting Services RFP No. 2019-389

The following items are being issued herein for clarification, addition and/or deletion and are incorporated into the solicitation referenced above.

This addendum is being issued to revise Page 4, Section 1.5 Proposal Format language as follow:

#### 1.5 Proposal Format

Interested firms must complete and submit 5 (five) original bound proposal packages, including all required forms and one (1) CD or flash drive containing a digital copy of the complete proposal package in PDF format.

#### END OF ADDENDUM

## 2 REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS

## 2.1 Communications

All communication of any nature with respect to this RFP shall be addressed to the Contracts Administrator identified in this RFP. With the exception of communications with the Contracts Administrator and Charlottes Business INClusion Officer for this RFP, prospective firms and their staffs are prohibited from communicating with elected City officials, City staff and any selection committee member regarding this RFP or submittals from the time the RFP was released until the selection results are publicly announced. Violation of this provision many lead to disqualification of the firm's proposal for consideration.

## 2.2 Duties and Obligations of Firms in the RFP Process

Interested firms are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting a proposal. Firms must perform their own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City. Firms are expected to promptly notify the City in writing to report any ambiguity, inconsistency or error in this RFP. Failure to notify the City accordingly will constitute a waiver of claim of ambiguity, inconsistency or error.

## 2.3 Addenda

In order to clarify or modify any part of this RFP, addenda may be issued. Any requests for information or clarification shall be submitted in writing to the Contracts Administrator listed in this RFP by the deadline for questions.

## 2.4 No Collusion, Bribery, Lobbying or Conflict of Interest

By responding to this RFP, the firm shall be deemed to have represented and warranted that the proposal is not made in connection with any competing firm submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. Furthermore, the firm certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of the City in connection with this RFP.

## 2.5 <u>Public Records</u>

Upon receipt by the City, each proposal becomes the property of the City and is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. Proposals will be reviewed by the City's evaluation committee, as well as other City staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by the firm should be submitted in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a proposal, each firm agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the evaluation process and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the City to assist in the evaluation process. Furthermore, each firm agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire proposal as a trade secret may be disqualified from consideration.

## 2.6 Cost of Proposal Preparation

The City shall not be liable for any expenses incurred by any firm responding to this RFP. Firms submitting a proposal in response to this RFP agree that the materials and submittals are prepared at the firm's own expense with the express understanding that the firm cannot make any claims whatsoever for reimbursement from the City for the costs and expense associated with preparing and submitting a proposal. Each firm shall hold the City harmless and free from any and all liability, costs, claims, or expenses incurred by, or on behalf of, any person or firm responding to this RFP.

## 2.7 Advertising

In submitting a proposal, proposer agrees not to use the results therefrom as part of any commercial advertising without prior written approval of the City of Charlotte.

## 2.8 Vendor Registration with City of Charlotte

The selected firm and subcontractors must be registered in the City's Vendor Registration System in order to receive payment for services and/or supplies provided under any City contract.

#### 2.9 Financial Capacity; Insurance Requirements

The selected firm must have the financial capacity to undertake the work and assume associated liability. The selected firm will be required to provide certificates of insurance evidencing coverage for professional liability in the minimum amount of \$1,000,000; automobile liability in the minimum amount of \$1,000,000; commercial general liability in the minimum amount of \$1,000,000; and workers' compensation insurance as required by North Carolina statutes.

#### 2.10 City Rights and Reservations

The City expects to select one or more firms, but reserves the right to request substitutions of any key team member, including staff and subcontractors. The City reserves the right to contact any firm/team for any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to modify any part of this RFP as issued with an addendum. The City, at its sole discretion, reserves the right to reject any or all responses to the RFP, to cancel the RFP, to re-advertise for new RFP responses either with identical or revised specifications, or to accept any RFP response, in whole or part, deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

A response to this RFP shall not be construed as a contract, nor indicate a commitment of any kind.

The City of Charlotte reserves the sole right to award a contract or contracts to the most qualified firm(s) on the basis of best overall proposal that is most advantageous to the City. The City of Charlotte also reserves the right to make multiple awards, based on experience and qualifications if it is deemed in the City's best interest.

#### 2.11 Ownership of Work Products

The City shall have exclusive ownership of all intellectual property rights in all designs, plans and specifications, documents and other work product prepared by, for, or under the direction of the selected firm pursuant to any contract under this RFP (collectively, the "Intellectual Property"), including without limitation the right to copy, use, disclose, distribute, and make derivations of the Intellectual Property for any purpose or to assign such rights to any third party. The Intellectual Property shall be prepared in the City's name and shall be the sole and exclusive property of the City, whether or not the work contemplated therein is performed. The City will grant the firm a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform the contract.

#### 2.12 Background Checks

The company and its employees or agents must be able to pass Charlotte-Mecklenburg Police Department and Federal Bureau of Investigation background checks.

#### 2.13 Contract

The contents of this RFP and all provisions of the successful proposal deemed responsive by the City of Charlotte may be incorporated, either in whole or in part, into a contract and become legally binding when approved and executed by both parties. Contents of the contract may contain changes from the City of Charlotte's perspective as a result of the RFP process and proposal(s) received. The final negotiated contract may include the scope of work as outlined in this RFP along with the successful firm's submittal and any additions or deletions made at the discretion of the City as a result of the RFP process.

## 2.14 Equal Opportunity

The Company will ensure that employees and applicants for employment are not unfairly discriminated against because of their race, color, religion, sex, national origin, disability or veteran status.

#### 2.15 E-Verify Certification

The Company shall comply with requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

## 2.16 Familiarity And Compliance with Laws and Ordinances

The Company shall make itself aware of and comply with, and shall cause each of its subcontractors to comply with, all applicable federal, state, and local laws and regulations, including obtaining all required permits and licenses.

## 2.17 Insurance Requirements

The Company selected under this RFP will be required, during the life of the contract with the City, to purchase and maintain the following insurance with a company acceptable to the City and authorized to do business with the State of North Carolina:

- <u>Automobile Liability Insurance</u>: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- <u>Comprehensive General Liability</u>: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Agreement from claims of bodily injury or property damage which arise from operation of this agreement whether such operations are performed by the Company, any subcontractor, or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of the agreement.
- <u>Worker's Compensation and Occupation Disease Insurance</u>: In conformance with State Law, in an amount of \$100,000 each accident and disease for each employee, and \$500,000 disease policy limit providing coverage for employees and owners.

The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Developer and/or subconsultant providing such insurance.

The City shall be named as additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. At the time of execution of the contract, certificates of all required insurance shall be furnished to the City and shall contain the provision that the City will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

## 2.18 Background Checks

Certain City facilities require a background check of all Company employees before they are allowed into the facility. The Charlotte-Mecklenburg Police Department will conduct these background checks as needed.

#### 2.19 Iran Divestment Act

The company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subconsultant/subcontractor that is identified on any such list to provide goods or services hereunder.

## 2.20 Charlotte Business INClusion

Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the Charlotte Business INClusion program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: <u>www.charlottebusinessinclusion.com</u>.

The City of Charlotte is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. In regards to this effort, SBE participation will be required in order to meet goal compliance. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

The **Charlotte CSA** refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area in effect as of April 8, 2013 consisting of: (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York. This is one criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.

Firms are highly encouraged to consider any and all possibilities for M/W/SBE participation. A complete list of City certified SBEs is available at <u>www.charlottebusinessinclusion.com</u>. A list of State of North Carolina HUB certified MBEs and WBEs is available at <u>http://www.doa.nc.gov/hub/searchhub.aspx</u>.

The City will negotiate Minority Small Business Enterprise (MSBE) Subcontracting Goals for the Project with the selected firm(s):

**MBE Goal:** May be satisfied by an entity that qualifies as a Minority Business Enterprise under N.C. Gen. Stat. § 143-128, and that has been certified as an Historically Underutilized Business by the State of North Carolina, with the business headquarters in the Charlotte Combined Statistical Area. Please note, when identifying MBEs for inclusion towards the MBE Goal, only HUB-certified MBEs headquartered in the Charlotte Combined Statistical Area will be counted towards the MBE Goal.

**SBE Goal:** May be satisfied by an entity that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.

**MSBE Goal (Project Goal)**: The total work performed by MBEs or SBEs in the aggregate for this Project.

Per the Charlotte Business INClusion Policy, no subcontracting goal was established for this project because there are no subcontracting opportunities.

**Entities Certified In Multiple Categories**. In measuring Goal attainment, a subconsultant that is certified in multiple categories may be count towards the individual Goal of such category, but the subconsultant may only be counted once towards the Project Goal. For example, a

subconsultant that is certified as both an SBE by the City and an MBE by the State shall be counted towards the MSBE Goal.

Firms are required to include a Minority & Small Business Enterprise Participation Plan (Form 2 provided with this RFQ) that describes the firm's approach and past history with MSBE subcontractor utilization. The Participation Plan shall include at a minimum the following elements:

- Identify MSBEs that will be committed and utilized by the firm for the Project;
- Identify specific scopes of work to be performed by the MSBEs for the Project; and
- Document the overall percentage to be committed to MSBEs for the Project.

In evaluating the firm's proposal, the City may take into account: (1) the firm's past performance in meeting MSBE goals; (2) the firm's Participation Plan; and (3) the Participation Plan submitted by other firms in comparison to the firm's Participation Plan.

The documentation required in this section shall be submitted with the firm's Proposal (collectively "Minority & Small Business Inclusion Strategy").

Engineering & Property Management

## Form 1 – Execution of Proposal

## **Painting Services**

The person executing the Proposal, on behalf of the Company, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Company has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of full and open competition in connection with any proposal or contract, that the Company has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Company intends to do the work with its own bona fide employees or subcontractors and is not proposing for the benefit of another company.

Submission of a response to this RFP constitutes certification that the Company and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or agency. Submission is also agreement that the City will be notified of any change in this status.

NC General Statute 133-32 and City Policy prohibit any gift from anyone with a contract with the City, or from any person seeking to do business with the City. By execution of this Proposal, you attest, for your organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

The information contained in this Proposal, including its forms and other documents, delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

Type of Company:	Sole Proprietor
(check 1 box)	Partnership
	Corporation Marth CAROLINA (identify the State of incorporation)
	Limited Liability Company (identify the State of incorporation)
Company Legal Name:	TREADAWAY & SONS PAINTING & WALLCOVERING INC.
Mailing Address:	M15 Louise Aue.
City/State/Zip:	Charlotte, NCI 29204
Phone:	1704-332-635M Email: Mike Treadoway Q Bell South Net
Printed Name:	Mike TREASLAWAY Title: OWNER
Signature:	Mike kevelaertare

## Form 2 – Commercial Non-Discrimination Certification

Project Name:	Painting Services		
Company's Name:	TREADAWAY & SONS PAINTING & WALLEWERING INC.		

The undersigned Company hereby certifies and agrees that the following information is correct:

- 1. In preparing its bid/proposal, the Company has considered all bids/proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in discrimination as defined in Section 2 below.
- 2. For purposes of this section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of discrimination.
- 3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid/proposal submitted with this certification and terminate any contract awarded based on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies allowed thereunder, including possible disqualification from participating in City contracts for up to two years.
- 4. As a condition of contracting with the City, the Company agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors and suppliers. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid/proposal and to terminate any contract awarded on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies that are allowed thereunder.
- 5. As part of its bid/proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractor, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
- 6. As a condition of submitting a bid/proposal to the City, the Company agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

SIGNATURE OF AUTHORIZED OFFIC Title:

City of Charlotte

Engineering & Property Management

## Form 3 – Service Provider Questionnaire

Project Name:		Painting Services		
Con	npany's Name:	TREADAWAY & SONS P	Abiting & Wallcovering Troc.	
1.	When was your company established? How many years have you been in business providing commercial painting services?		Year established: <u>1983</u> Number of years providing commercial painting services: <u>36 JEARS</u>	
2.	. How many qualified employees are available to provide the services?		Number of company staff:	
3.	How long have	your employees worked for you?	How many employees have been with your company for less than 3 years?         IO         How many employees have been with your company for more than 3 years?         I2	
4.	perform all the	pany have the capability to self- Services? What percentage of the sks would you subcontract?	Ves. No. What areas would you need to subcontract? DRYWALL Repaire & WALLOUERING	

	City of Charlotte Engineering & Property Management	SUBMIT THIS FORM REQUIRED FORMS
5.	Has the company or any employee or agent/ subcontractor had a felony conviction within the past 15 years?	Note: I TRY TO GIVE AN OPPORTUNITY TO all people ANOLNO DOBE WILL BE ALOUD ON EMPO Property No. WITH JOT A BACKGROUND Check Yes. Explain: NOSTAFF OR DUNCES / Several Employees ONLY
6.	Are you willing to submit all proposed personnel for a strict CMPD background check?	Yes.
7.	Have you been involved in any litigation in the past 5 years?	Image: No.         Image: No.
8.	List 5 references on Form 6 for services performed by your company and proposed subcontractors that were similar in nature to the scope of services under this RFP.	Provide Information on Form 6

	City of Charlotte	SUBMIT THIS FORM
	Engineering & Property Management	REQUIRED FORMS
Project Name:	Painting Services	
Company's Name:	TREADENRY & Some PAINTING	; & Wallcovering Inc.

List the legal names of all <u>Subcontractors</u> whom you intend to use on this Project. Provide their specific role/responsibility and contact information.

Subcontractor Name	Project Role/Responsibility	Contact Person and Contact Information (Address, Phone, Email)	Certifications/Expertise
Just Hanging Wallcover, DARRELL Rieshing		DARCELL RUSHING 1227 Coldwell WilliAms Rel 704-363- Charlotte.NC- DARCEL @ JUST HANGING WALLOUERING. COM	3rd Generation Business 50 years
BILLY GARCIA	OWJER	Billy 7512 LAWYER STATION Red Mint Hill 900-213-9039 AVAROGARCIA 47 & GMAIL-CON 28227	13 years

Engineering & Property Management

SUBMIT THIS FORM REQUIRED FORMS

# Form 4 – Key Personnel and Other Resources

(Make copies and attach additional sheets as necessary)

Project Name:	Painting Services
Company's Name:	TREADAWAL & SONS PRINTING & WALLCOURING INC.

List the Key Persons who will be assigned to this Project. Provide the information required for each Key Person listed.

	Key Personnel 1	Key Personnel 2	Key Personnel 3
Name	Mitch Pope	Mike TEEAdawAI	Rick TREAdAWAY
Professional Certifications/Licenses (include Certification/License #)	NA	NA	NA
Proposed Role/Function for Projects	Supervisor	OWNER	DUNER
Office Location (City, State)	Charlotte, N.C.	Charlotte, N.C.	Charlotte, N.C.
Number of Years with Company	20	36	36
Number of Years of Relevant Experience	40	45	40
Availability to Provide Services for this Project for the next 12 months	Yes	Yes	Yes
Describe Relevant Experience, include list of Projects where the Key Person was responsible for the same role/function.	Mint Museum Gant Center Convention Center CMPD FACILITIES		

City	of	Charlotte
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Engineering & Property Management

Project Name:	Painting Services
Company's Name:	TREAdaway & Sons Printing & Wallovering INC.

List all equipment you intend to use for this project, include Equipment Type, Brand, Model Number, and indicate whether the equipment is owned by your firm or to be leased.

Equipment Type	Brand	Model Number	Own or Lease?
Power Washer	Pre 4000 -	5#11007585	☑ Own □ Will Lease
Paint Splayer	2007 Powertwin 8900	5LT#721500188	Own Will Lease
Paint Sprayer	6-MaxII 5900	S# BA5415	<ul><li>✓ Own</li><li>☐ Will Lease</li></ul>
Paint Sprayor	Graco 5900	S# BH2821	Own Will Lease
Scissor LiFt=2007	Madel 2031	5#25614	Own Will Lease
Scissor Lift-2018	SJIII 3219	5#22013227	✓ Own Will Lease
			Own Will Lease
			Own Will Lease

# Form 5 – Painting Services

Please type or print

	REFERENCES		
	Company Name	Found Construction Co.	
	Contact Name	Gary Found - Andrew Found	
	Phone Number	704-372-3574	
1	E-Mail Address	Fourd construct p.aol.com	
	Service Dates	2015 - 2019	
	Scope of Work	Painting	
	Company Name	Covschepp Construction Jim Schepp	
	Contact Name	Jim Schepp.	
	Phone Number	0+704-716-7776 CH 704-589-0661	
2	E-Mail Address	ischepp@coxschepp.com	
2	Service Dates	2016 - 2019	
	Scope of Work	Painting	
<u>(588)</u>			
	Company Name	JM Cope, IK.	
	Contact Name	Steve Pharr	
	Phone Number	803-329-3250	
3	E-Mail Address	Scharr@imcope.com	
	Service Dates	2017 - 2019	
	Scope of Work	Painting	
19990		BENER MANNEN MANNEN DER MANNEN MANNEN MANNEN MANNEN DER MANNEN DER MANNEN DER MANNEN DER MANNEN DER MANNEN MAN	

#### Engineering & Property Management

	REFERENCES				
	Company Name	Danforth ("onstruction (o			
4	Contact Name	Gibb			
	Phone Number	704-333-1055			
	E-Mail Address	gibb @ JanFortheq			
	Service Dates	2012 - 2019			
	Scope of Work	Painting			
	Company Name	Crawford Contracting Co.			
	Contact Name	Robert Crawford			
	Phone Number	704-604-4279			
5	E-Mail Address	rcrawford@crawFordContracting.com			
ر ا	Service Dates	2014-2019			
	Scope of Work	Painting			

, .

# Form 6 – Company Employee Licensing and Certifications

Copy this Form as Needed.

Project Name:	Painting Services
Company's Name:	TREADAWAY & SOUS PATIOTING & WALLOURING INC.

List staff with documented licenses and other credentials:

1. NAME OF LICENSE/CERTIFICATION: \_\_\_\_\_ Driver Lacense

Name of Individual:	Athony M. Bollette
Working Title with Company:	Paint Jereman
Certification Issued By:	NCDMU
License/Registration/Certification #:	23817909
Effective Date / Expiration Date:	9-10-2018 08=14=2026

2. NAME OF LICENSE/CERTIFICATION: \_

Name of Individual:	Jimmy D. Lancaster
Working Title with Company:	Painter
Certification Issued By:	NCOMV
License/Registration/Certification #:	9967891
Effective Date / Expiration Date:	11-21-2016 10-31-2024

3. NAME OF LICENSE/CERTIFICATION: \_

Drivers Lucense

Quiers License

Name of Individual:	Junior D. Lancaster
Working Title with Company:	Peinter
Certification Issued By:	NEDMU
License/Registration/Certification #:	4937521
Effective Date / Expiration Date:	1-7-2016 - 10-7-2023

Engineering & Property Management

# Form 6 – Company Employee Licensing and Certifications

Copy this Form as Needed.

Project Name:	Painting Services
Company's Name:	TREADAWAY & SOUS PATIETING & WALLEWERING INC.

List staff with documented licenses and other credentials:

1. NAME OF LICENSE/CERTIFICATION: Druces License

Name of Individual:	Elisa M. Derda
Working Title with Company:	Paint Foreman
Certification Issued By:	NEDMV
License/Registration/Certification #:	294 3009
Effective Date / Expiration Date:	8-10-11 8-23-2019

2. NAME OF LICENSE/CERTIFICATION:

Name of Individual:	Eric D. Peace
Working Title with Company:	Parinter
Certification Issued By:	NODMV
License/Registration/Certification #:	3782992
Effective Date / Expiration Date:	12-7-16 9-7-2024

3. NAME OF LICENSE/CERTIFICATION: Driver License

Name of Individual:	James E. Welsh
Working Title with Company:	Paint Foreman
Certification Issued By:	NEDMV
License/Registration/Certification #:	3839649
Effective Date / Expiration Date:	3-14-11 / 12-21-2019

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# Form 6 – Company Employee Licensing and Certifications

Copy this Form as Needed.

Project Name:	Painting Services			
Company's Name:	TREADAWAY & Sous	Painting & W.	SUCOVERING	INC.

List staff with documented licenses and other credentials:

NC Driver Linene 1. NAME OF LICENSE/CERTIFICATION:

Name of Individual:	Larry M. Pope
Working Title with Company:	Field Supervisor
Certification Issued By:	NCDMV
License/Registration/Certification #:	3762939
Effective Date / Expiration Date:	2-24-2015 / 2-25-2023

2. NAME OF LICENSE/CERTIFICATION: NP Drivers License

Name of Individual:	Michael E. Treadaway
Working Title with Company:	President
Certification Issued By:	NCDMV
License/Registration/Certification #:	2594688
Effective Date / Expiration Date:	10-30-2012 10-24-2020

3. NAME OF LICENSE/CERTIFICATION: NC Drivers Lilense

Name of Individual:	Rich G. Treadaway
Working Title with Company:	Ý. P.
Certification Issued By:	NCPMV
License/Registration/Certification #:	5356148
Effective Date / Expiration Date:	2-17-19 / 2-14-2027

# Form 7 – Pricing

Project Name:	Painting Services
Company's Name	e: TREAdaway & Sous PAINTING & WALLOUREING ING.

The following Unit Prices shall be all inclusive. All Unit Prices shall include all labor, materials, mobilization, equipment (owned or rented), overtime, transportation, and necessary hand tools required by the painting trade, as well as any other expenses of having the workers on the job site. The Company shall pay for any required building permits and the City will reimburse the cost.

Special pricing may be negotiated for any circumstances not covered in the Unit Rate Pricing Schedule below.

# Unit Rate Pricing Schedule

	DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE
Α.	New walls (Primer + 2 Finish Coats)		1	1	
	1. Less than 5,000 SQ FT	P+2	SQ FT	\$ , 45	\$ ,70
	2. Between 5,000 and 10,000 SQ FT	P+2	SQ FT	\$ 65	\$ ,70
	3. Over 10,000 SQ FT	P+2	SQ FT	\$ . 40	\$ .65
В.	Repaint walls over carpet and base, same color				
	1. Less than 5,000 SQ FT	1	SQ FT	\$ .45	\$ .50
	2. Between 5,000 and 10,000 SQ FT	1	SQ FT	\$ 45	\$ .50
	3. Over 10,000 SQ FT	1	SQ FT	\$ ,40	\$ ,45
с.	Repaint walls over carpet and base, new color				
	1. Less than 5,000 SQ FT	2	SQ FT	\$ .65	\$ .70
	2. Between 5,000 and 10,000 SQ FT	2	SQ FT	\$ .65	\$ ,70
	3. Over 10,000 SQ FT	2	SQ FT	\$ ,60	\$ ,65
D.	Repaint walls over carpet and base, move furniture, same color				
	1. Less than 5,000 SQ FT	1	SQ FT	\$ ,45	\$ .50
	2. Between 5,000 and 10,000 SQ FT	1	SQ FT	\$ .45	\$ .50
	3. Over 10,000 SQ FT	1	SQ FT	\$ .40	\$ .45

Engineering & Property Management

	DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE
E.	Repaint walls over carpet and base, move furniture, new color				
	1. Less than 5,000 SQ FT	2	SQ FT	\$ .45	\$ . 70
	2. Between 5,000 and 10,000 SQ FT	2	SQ FT	\$ . 65	\$ ,70
	3. Over 10,000 SQ FT	2	SQ FT	\$ 160	\$ . 105
F.	New doors and frames 7' (Primer + 2 Finish Coats)				
	1. Less than three (3)	P+2	EACH	\$ 80.00	\$ 90.00
	2. Between three (3) and ten (10)	P+2	EACH	\$ 80.00	\$ 90.00
	3. More than ten (10)	P+2	EACH	\$ 78.00	\$ 85.00
G.	New doors and frames 8' (Primer + 2 Finish Coats)				
	1. Less than three (3)	P+2	EACH	\$ 95.00	\$ 100.00
	2. Between three (3) and ten (10)	P+2	EACH	\$ 95.00	\$ 100.00
	3. More than ten (10)	P+2	EACH	\$ 90.00	<b>.</b>
н.	Repaint or stain existing doors, same color				
	1. Less than three (3)	1	EACH	\$ 50.00	\$ 55.00 \$ 55.00 \$ 50.00
	2. Between three (3) and ten (10)	1	EACH	\$ 50.00	\$ 55.00
	3. More than ten (10)	1	EACH	\$ 48.00	\$ 50.00
١.	Repaint existing doors, new color				
	1. Less than three (3)	2	EACH	\$ 6500	\$ 70.00
	2. Between three (3) and ten (10)	2	EACH	\$ 65.00	\$ 70.00 \$ 70,00
	3. More than ten (10)	2	EACH	\$ 60.00	\$ 65.00
J.	Repaint or stain existing door frames, same color				
	1. Less than three (3)	1	EACH	\$ 20.00	\$ 7500
	2. Between three (3) and ten (10)	1	EACH		\$ 25.00
	3. More than ten (10)	1	EACH	\$ 15.00	
к.	Repaint existing door frames, new color				
	1. Less than three (3)	2	EACH	\$ 35,00	\$ 40,00
	2. Between three (3) and ten (10)	2	EACH	\$ 35.00	\$ 40,00 \$ 40,00

DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE
4. 2 Gang Metal	1	EACH	\$ 7.00	\$ \$200
5. 3 Gang Plastic	1	EACH	\$ 3,75	\$ 3.80
6. 3 Gang Metal	1	EACH	\$ 12.75	\$ 13.50

# Use the Unit Rate Schedule pricing to calculate the following project

	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
A.	Paint new interior drywall (Primer + 2 Finish Coats) – <b>Normal</b> Hours	4000	SQ FT	\$ .650	\$ 2,600.00
В.	Repaint interior drywall over carpet and base, move furniture, same color (1 Coat) – Normal Hours	12000	SQ FT	\$ .40	\$ 2,600.00 '\$ 4,800.00
C.	Repaint walls over carpet and base, new color (2 Coats) – Normal Hours	8000	SQ FT	\$ .65	\$ 5300.00
D.	Repaint walls over carpet and base, new color (2 Coats) - After Hours	2000	SQ FT	\$ .70	\$ 5300.00 \$ 1,400.00 \$ 320.00
E.	New doors and frames 7' (Primer + 2 Finish Coats) – Normal Hours	4	EACH	\$ 80.00	\$ 320.00
F.	New doors and frames 8' (Primer + 2 Finish Coats) – Normal Hours	2	EACH	\$95.00	
G.	Sand and Patch drywall - After Hours	800	SQ FT	\$ . 08	\$ 64.00
H.	Repaint apparatus bay walls, same color (up to 25' high – including lift) – <b>After Hours</b>	2600	SQ FT	\$,15	\$ 1950.00
١.	Repaint apparatus bay ceiling, same color (up to 25' high – including lift) – <b>Normal Hours</b>	1800	SQ FT	\$ ,60	\$ 1080.00
	TOTAL				

# EXHIBIT A - SCOPE OF SERVICES

#### OVERVIEW

The Building Services Division of the Engineering and Property Management Department is responsible for maintaining a portfolio of approximately 115 buildings, including offices, fire stations, police division offices, and equipment shops, that house various City activities. The City also maintains cultural facilities, including museums and arenas that serve as venues for sports, entertainment, and other events.

The Company shall provide painting services at various locations as identified by the City. Services consists of providing all labor, materials, equipment, and supervision for the painting and finishing of new and existing interior and exterior surfaces, i.e., walls, doors, jambs, window frames, and other work as directed by the Project Manager. Work areas may be occupied and require moving and repositioning of office equipment and furniture.

The City reserves the right to prepare an individual Scope of Work and require a proposal with complete breakdown of material, equipment, and labor cost for each project consistent with the prices established per **Form 8 – Pricing** above. The City reserves the right to furnish any and all equipment and/or supplies for projects. The City may solicit a quote for Services from one or more companies prior to assigning an individual project.

### FIELD QUALITY CONTROL / STANDARD OF ACCEPTANCE

Painted surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent:

- a) Brush/roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding, or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
- b) Evidence of poor coverage at plate edges, lap joints, crevices, pockets, corners and re-entrant angles.
- c) Damage due to touching before paint is sufficiently dry or any other cause.
- d) Damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.)

Painted surfaces shall be considered unacceptable if any of the following are evident under final lighting source (including daylight) for interior surfaces:

- a) Visible defects are evident on vertical or horizontal surfaces when viewed at normal viewing angles from a distance of not less than 10000 mm (39").
- b) Visible defects are evident on ceiling, soffit, and other overhead surfaces when viewed at normal viewing angles.
- c) When the final coat on any surface exhibits a lack of uniformity of color, sheen, texture, and hiding across full surface area.

Painted surfaces rejected by the Project Manager shall be corrected at the expense of the Company. Small affected areas may be touched up. Large affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags, or damaged paints shall be removed by scraper or by sanding prior to application of paint.

# PREPARATION AND CLEANING

Perform preparation and cleaning procedures in strict accordance with coating manufacturer's instruction. Use applicators and techniques best suited for the material and surfaces to be applied. Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by activities such that airborne particles will not affect the quality of finished surfaces. Apply additional coats when undercoats or conditions show through final paint coat, until paint film is of uniform finish, color and appearance. Work must be evenly uniform in sheen, color and texture; free from brush marks, sags, crawls, runs, or other defects detrimental to appearance or performance. Paint surfaces behind movable equipment and furniture same as adjacent similar exposed surfaces unless otherwise directed by the Project Manager. Apply each material at no less than the manufacturer's recommended spreading rate.

# SUBMITTALS

If requested by Project Manager, submit samples for City's approval of color and sheen. Samples shall be 12" X 12" on properly prepared print out cards or hardboard. Material Safety Data Sheets for each product used shall be maintained on the site as well as one copy furnished to the City.

# STANDARD PROVISIONS

# CHANGE ORDERS

Alterations or modifications to the work performed under a task order under the contract shall be made only by written Change Order between the company and the City Point of Contact prior to commencement of the altered or modified work. No claims for any extra work or materials will be allowed unless covered by written Change Order.

# CLEAN UP

All clean up shall comply with all applicable Federal, State, and local laws and regulations. Company shall remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.

Company shall, at all times, keep the site free from accumulation of waste materials, debris, or rubbish caused by his or her employees at work. Company shall remove from the site all tools, surplus materials, debris, or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work. Clean equipment and dispose of wash water/solvents as well as other cleaning and protective materials (e.g., rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers, etc., as directed by Project Manager. Whenever possible, clean up shall be conducted with water or water-based agents.

Companies may not utilize on-site office trash cans. Arrangements may be made in advance with the Project Manager for the use of City owned or leased waste containers for disposal of the above. Only fully dry paint residues may be disposed of in City containers. Opened cans of partially used paint may not be disposed of in City containers under any circumstances.

# EMERGENCY CONTACT

Company personnel shall be reachable cell phone in urgent or emergency situations. The Company shall provide at least two (2) local telephone numbers that may be used to contact the Company or his authorized representative in the event of an urgent or emergency situation after normal business hours.

# EQUIPMENT

The Company shall have in its possession, or available, sufficient equipment, hand tools, materials, and supplies necessary to perform the work as outlined in this Scope of Services.

## HAZARDOUS MATERIALS

If the Company encounters any materials considered or suspected of being hazardous, he shall immediately secure the area and contact the Charlotte-Mecklenburg Hazardous Materials Coordinator, telephone 704-336-2461 for further instructions.

# MATERIALS AND EQUIPMENT STORAGE

The Company shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the contract period. The Company shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the City. Such restoration shall be at no additional cost to the City.

The Company shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for the occurrences of same. The Company shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Company shall obtain a release from the property owner of the storage area utilized for the Project.

# PROJECT LOCATION INSPECTIONS

All trades shall be performed by skilled craftsmen. Satisfactory work and housekeeping will be maintained by the Company at all times. The worksite conditions, progress of work, and quality of work at each Project location may be inspected by the City on a continual basis. Any condition or situation deemed by the City to be unsatisfactory shall be remedied as soon as logistically possible and no later than within 24 hours. During its inspection, the City may note whether each Project location is satisfactory or unsatisfactory.

# PROTECTION OF PROPERTY

Company shall protect all surrounding furniture, surfaces (including glass, aluminum, wood, labels, signage, etc.), mechanical, electrical, computer hardware and other sensitive components from sanding dust, paint splatter, spills and/or overspray. Use sufficient drop cloths and coverings for the protection of floors, furnishings and adjacent surfaces. Company shall be responsible for providing and placement of barricades, drop cloths, tarps, plastic, flag tape and any other safety equipment required to protect the public and employees in the work area. Company shall be responsible for the security of its equipment and materials.

# SAFETY

Provide a safe work environment in accordance with all local, state, Federal, and applicable OSHA regulations. Employees must wear OSHA required safety equipment while working.

# STAFFING REQUIREMENTS AND IDENTIFICATION OF COMPANY PERSONNEL

The Company shall provide a sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the City. The City has the right to require any additional personnel that the City deems necessary to complete the Project. The City also has the right to require removal and replacement of any personnel deemed unsatisfactory by the City.

Personnel shall maintain a neat and clean appearance, with identification clearly identifying the person and the name of their company. Shirts must be worn at all times, with shirt tails tucked in. Tank tops are not permitted. All personnel must wear high visibility safety vests that meet ANSI standards while working in vehicular traffic areas.

### SUBCONTRACTS

No portion of this contract shall be subcontracted without prior written consent of the City. The City shall retain the right of approval of all subcontractors.

### SUPERVISION

One competent English speaking individual shall be available on-site at all times to supervise the work. This individual shall be a full time employee of the Company and shall be experienced in the type of work being performed. Additionally, the individual shall be fully capable of managing, directing, and coordinating the work; reading and thoroughly understanding the Contract; and receiving and carrying out directions from the City. This individual shall be reachable via cell phone during normal business hours (Monday – Friday, 8:00 AM to 5:00 PM).

# WARRANTY OF MATERIALS AND WORKMANSHIP

All materials and equipment provided shall be listed and labeled for the purpose intended and must be in good working order. All work provided shall have, as a minimum, a one (1) year warranty from the date of final acceptance against any latent defects, materials, workmanship, and installation. All materials used shall be new and work must be performed by skilled tradesperson(s).

## WORKING HOURS

Routine operations shall generally be performed between the hours of 8:00 AM to 5:00 PM, Monday through Friday, except for City observed holidays. Emergency or non-routine work shall be performed as necessary with prior approval from the City.

# Form 1 – Execution of Proposal

# **Painting Services**

The person executing the Proposal, on behalf of the Company, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Company has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of full and open competition in connection with any proposal or contract, that the Company has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Company intends to do the work with its own bona fide employees or subcontractors and is not proposing for the benefit of another company.

Submission of a response to this RFP constitutes certification that the Company and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or agency. Submission is also agreement that the City will be notified of any change in this status.

NC General Statute 133-32 and City Policy prohibit any gift from anyone with a contract with the City, or from any person seeking to do business with the City. By execution of this Proposal, you attest, for your organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

The information contained in this Proposal, including its forms and other documents, delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

Type of Company:	Sole Proprietor	
(check 1 box)	Partnership	
	Corporation	(identify the State of Incorporation).
		Constina (identify the State of Incorporation)
Company Legal Name:	TruBlue Services	, LC
Mailing Address:	142 Greenlidge R.	۶.
City/State/Zip:	Lake Wylie, SC	29710
Phone:	(803)627-0270	Email: blake trub lue Egmail con
Printed Name:	Blake Mgher	Title: Owner
Signature:	FLA	

# Form 2 – Commercial Non-Discrimination Certification

Project Name:	Painting Services
Company's Name:	TruBle Services, LLC

The undersigned Company hereby certifies and agrees that the following information is correct:

- In preparing its bid/proposal, the Company has considered all bids/proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in discrimination as defined in Section 2 below.
- 2. For purposes of this section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
- 3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid/proposal submitted with this certification and terminate any contract awarded based on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies allowed thereunder, including possible disqualification from participating in City contracts for up to two years.
- 4. As a condition of contracting with the City, the Company agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors and suppliers. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid/proposal and to terminate any contract awarded on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies that are allowed thereunder.
- 5. As part of its bid/proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractor, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
- 6. As a condition of submitting a bid/proposal to the City, the Company agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

E OF AUTHORIZED OFFICIAL WORL Title

Engineering & Property Management

SUBMIT THIS FORM REQUIRED FORMS

# Form 3 – Service Provider Questionnaire

Pro	ject Name: Painting Services	
Cor	npany's Name:	
1.	When was your company established? How many years have you been in business providing commercial painting services?	Year established: 1014 Number of years providing commercial painting services: ろくび
2.	How many qualified employees are available to provide the services?	Number of company staff: 14 - 20
3.	How long have your employees worked for you?	How many employees have been with your company for <u>less than 3 years</u> ?          ID         How many employees have been with your company for more than 3 years?         4
4.	Does your company have the capability to self- perform all the Services? What percentage of the work/which tasks would you subcontract?	Yes. No. What areas would you need to subcontract?

RFP 2019-389 Painting Services

Page 13

	City of Charlotte Engineering & Property Management	SUBMIT THIS FORM REQUIRED FORMS
5.	Has the company or any employee or agent/ subcontractor had a felony conviction within the past 15 years?	X No. Ves. Explain:
б.	Are you willing to submit all proposed personnel for a strict CMPD background check?	Yes.
7.	Have you been involved in any litigation in the past 5 years?	X No.  Yes. Explain:
8.	List 5 references on Form 6 for services performed by your company and proposed subcontractors that were similar in nature to the scope of services under this RFP.	Provide Information on Form 6

SUBMIT THIS FORM **REQUIRED FORMS** 

Engineering & Property Management

# Form 4 – Key Personnel and Other Resources (Make copies and attach additional sheets as necessary)

Project Name:	Painting Services	
Company's Name:	Trublue Services, UC	

List the Key Persons who will be assigned to this Project. Provide the information required for each Key Person listed.

	Key Personnel 1	Key Personnel 2	Key Personnel 3
Name	Jelly Rowe	Crain Jackson	San Schens
Professional Certifications/Licenses (include Certification/License #)		· · · · ·	
Proposed Role/Function for Projects	Supervisor	Supervisor	Superviser Protect Man
Office Location (City, State)	Lake Wylie, SC	Lake Wyllie SC	(Raleich NC)
Number of Years with Company	3	5	5
Number of Years of Relevant Experience	50	40	10
Availability to Provide Services for this Project for the next 12 months	Yes	Ves	ves
Describe Relevant Experience, include list of Projects where the Key Person was responsible for the same role/function.	Owned Safe guard coating an 40+million A paint company out of Jackson uille, FL came = 44 of retirements b Help US. Vetern	Here 40+ yrs appresence in the contraction industry. He is our safety extert.	Sam has been specializing in- commerced and industrial combine projub for 4473. Vetern

	City of Charlotte	SUBMIT THIS FORM
	Engineering & Property Management	REQUIRED FORMS
Project Name:	Painting Services	
Company's Name:	TisBlue Service; LLC	

List the legal names of all <u>Subcontractors</u> whom you intend to use on this Project. Provide their specific role/responsibility and contact information.

Subcontractor Name	Project Role/Responsibility	Contact Person and Contact Information (Address, Phone, Email)	Certifications/Expertise
		/	
	X		
	-		

	City of Charlotte	SUBMIT THIS FORM
	Engineering & Property Management	REQUIRED FORMS
Project Name:	Painting Services	
Company's Name:	Trublue Services, LLC	

List all equipment you intend to use for this project, include Equipment Type, Brand, Model Number, and indicate whether the equipment is owned by your firm or to be leased.

Equipment Type	Brand	Model Number	Own or Lease?
Lifts	subelt rentals	rent when needed.	Own Will Lease
paint sprayes	gors, titian, ect.	395, 695, 700	Own Will Lease
pressure wareliers			Own Will Lease
			Own Will Lease

RFP 2019-389 Painting Services

Page 17

SUBMIT THIS PAGE REQUIRED FORMS

Engineering & Property Management

# Form 5 – Painting Services

Please type or print

	-	REFERENCES
1	Company Name	N.C National Guard - Jefferson Armory
	Contact Name	Craig McClure
	Phone Number	336-977-4527
	E-Mail Address	
	Service Dates	Jan. 2019
	Scope of Work	cleaning and ne coating of firing range chilling floor is welk.
-	Company Name	N.C. National Gruard - Franklin Armony
	Contact Name	Kendia Rodgers
	Phone Number	828-380-9464
2	E-Mail Address	
2	Service Dates	Dec. 2018
	Scope of Work	cleaning and re-conting of firing range- ceiling, walls, and floor.
-	Company Name	Town of Uallace, NC
	Contact Name	Rod Fritz
	Phone Number	910-305-2767
3	E-Mail Address	rfritz @ wallacenc.gov
	Service Dates	April 1 - April 18 2019
	Scope of Work	April 1 - April 18 2019 Painting exterior of Womens Club Building

RFP 2019-389 Painting Services

Page 18

# SUBMIT THIS PAGE REQUIRED FORMS

**City of Charlotte** 

Engineering & Property Management

		REFERENCES
	Company Name	IKO Properties
	Contact Name	Crain
	Phone Number	678-361-2025
1	E-Mail Address	cjack 300 @gmail.com
	Service Dates	current contract held
	Scope of Work	painting of multitle properties
_	Company Name	Clemon Univ Baruch Institude of Ecology
	Contact Name	Robert O'Neal
	Phone Number	843-904-2288
	E-Mail Address	rdonal @ demson. edu
5	Service Dates	Nov. 2018

Engineering & Property Management

# Form 6 – Company Employee Licensing and Certifications

Copy this Form as Needed.

Project Name:	Painting Services	
Company's Name:		

List staff with documented licenses and other credentials:

	7 . 1	ASILA
1. NAME OF LICENSE/CERTIFICATION:	30 hr.	OSHA
T. INVITE OF EIGENOUT CERTIFIC		

Name of Individual:	All jobsite employee's
Working Title with Company:	
Certification Issued By:	
License/Registration/Certification #:	
Effective Date / Expiration Date:	

# 2. NAME OF LICENSE/CERTIFICATION:

Name of Individual:	
Working Title with Company:	
Certification Issued By:	
License/Registration/Certification #:	
Effective Date / Expiration Date:	

# 3. NAME OF LICENSE/CERTIFICATION: \_

Name of Individual:	
Working Title with Company:	
Certification Issued By:	
License/Registration/Certification #:	
Effective Date / Expiration Date:	

City of Charlotte
Engineering & Property Management

# Form 7 – Pricing

Project Name:	<b>Painting Services</b>			
Company's Name	: TruBlue	Schicks,	uc	

The following Unit Prices shall be all inclusive. All Unit Prices shall include all labor, materials, mobilization, equipment (owned or rented), overtime, transportation, and necessary hand tools required by the painting trade, as well as any other expenses of having the workers on the job site. The Company shall pay for any required building permits and the City will reimburse the cost.

Special pricing may be negotiated for any circumstances not covered in the Unit Rate Pricing Schedule below.

	DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE
Α.	New walls (Primer + 2 Finish Coats)				
	1. Less than 5,000 SQ FT	P+2	SQ FT	\$.92	\$1.12
	2. Between 5,000 and 10,000 SQ FT	P+2	SQFT	\$.92	\$1.92
	3. Over 10,000 SQ FT	P+2	SQ.FT	\$.90	\$ 1. 00
в.	Repaint walls over carpet and base, same color				
	1. Less than 5,000 SQ FT	1	SQ FT	\$.72	\$.92
	2. Between 5,000 and 10,000 SQ FT	1	SQ FT	\$.72	\$ .92
	3. Over 10,000 SQ FT	1	SQ.FT	\$.70	\$ .90
С.	Repaint walls over carpet and base, new color				
	1. Less than 5,000 SQ FT	2	SQ FT	\$.94	\$1.94
	2. Between 5,000 and 10,000 SQ FT	2	SQ FT	5.94	\$1.44
	3. Over 10,000 SQ FT	2	SQ FT	592	\$1.02
D.	Repaint walls over carpet and base, move furniture, same color				
	1. Less than 5,000 SQ FT	1	SQ.FT	\$.87	\$1.07
	2. Between 5,000 and 10,000 SQ FT	1	SQ FT	5.87	\$1.07
	3. Over 10,000 SQ FT	i	SQ FT	\$.85	\$ 1.05

# **Unit Rate Pricing Schedule**

RFP 2019-389 Painting Services

Engineering & Property Management

SUBMIT THIS PAGE REQUIRED FORMS

AFTER NORMAL HOURS HOURS UNIT COATS DESCRIPTION RATE RATE Repaint walls over carpet and base, move furniture, new color E. 5.94 \$ 1.14 2 SQ FT Less than 5,000 SQ FT 1. \$ 1.14 \$.94 SQ FT 2 2. Between 5,000 and 10,000 SQ FT \$1.12 5.92 SQ FT 2 3. Over 10,000 SQ FT F. New doors and frames 7' (Primer + 2 Finish Coats) \$45 \$ 65 P+2 EACH Less than three (3) 1. \$ 65 \$45 EACH P+2 Between three (3) and ten (10) 2. \$40 \$ 60 EACH P+2 More than ten (10) з, New doors and frames 8' (Primer + 2 Finish Coats) G. \$ 50 \$ 20 P+2 EACH Less than three (3) 1. P+2 EACH \$ 50 \$ 70 Between three (3) and ten (10) 2. \$ 45 \$ 65 More than ten (10) P+2 EACH 3. H. Repaint or stain existing doors, same color 49 EACH \$ \$29 1 Less than three (3) 1. 1 EACH \$ 49 Between three (3) and ten (10) \$ 29 2. \$ 47 1 EACH 577 3. More than ten (10) Repaint existing doors, new color ١. \$ 2 EACH \$ 45 65 Less than three (3) 1. \$ 2 EACH 45 \$ 45 Between three (3) and ten (10) 2. \$ 2 EACH \$ 40 60 3. More than ten (10) Repaint or stain existing door frames, same color 1. \$ EACH 1 \$22 1. Less than three (3) 42 \$ 42 EACH \$ 22 1 Between three (3) and ten (10) 2. \$ 1 EACH \$ 20 40 3. More than ten (10) Repaint existing door frames, new color К. \$ 2 EACH 44 1. Less than three (3) \$24 \$ 44 EACH 2 \$24 Between three (3) and ten (10) 2.

Page 22

Engineering & Property Management

	DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE
	3. More than ten (10)	2	EACH	\$ 22	\$ 42
L.	Repaint exterior block (2 coats)				
	1. Less than 5,000 SQ FT	2	SQ FT	\$1.01	\$1.21
	2. Between 5,000 and 10,000 SQ FT	2	SQ FT	\$1.01	\$1.21
	3. Over 10,000 SQ FT	2	SQ FT	\$.98	\$1.18
м.	Hourly Labor Rate (for items not addressed above)	1	HOUR	\$168	\$201
N.	Repaint cellings over carpet, same color	1	SQ FT	\$.98	\$1.18
0.	Repaint Apparatus Bay walls, same color (up to 25' high – including lift) equal to or greater than 2,600 SQ FT	1	SQ FT	\$2.99	\$ 3.29
P.	Repaint Apparatus Bay walls, new color (up to 25' high – Including lift) equal to or greater than 2,600 SQ FT	1	SQ FT	\$2.99	\$ 3.29
Q.	Repaint Apparatus Bay ceiling, same color (up to 25' high – including lift) equal to or greater than 1,800 SQ FT	1	SQ FT	\$2.95	\$3.25
R,	Repaint Apparatus Bay ceiling, new color (up to 25' high - including lift) equal to or greater than 1,800 SQ FT	1	SQ FT	\$ 2.95	\$3.25
s.	Sanding and Patching Walls				
	1. Less than 5,000 square feet, per hour	1	SQ FT	\$.35	\$. 55
	2. Between 5,000 and 10,000 square feet, per hour	1	SQ FT	\$.35	\$.55
	3. Over 10,000 square feet, per hour	1	SQ FT	\$.34	5.54
г.	Block Fill				
1	1. Less than 5,000 SQ FT	1	SQ FT	\$.45	\$ .65
1	2. Between 5,000 and 10,000 SQ FT	1	SQ FT	\$ .45	\$ .65
	3. Over 10,000 SQ FT	1	SQ FT	\$.44	\$.64
J,	Replace Switch or Receptacle Plates				
	1. 1 Gang Plastic	1	EACH	\$2.10	\$ 2.30
	2. 1 Gang Metal	1	EACH	\$2.10	\$ 2.30
	3. 2 Gang Plastic	1	EACH	\$2.15	\$2.25

RFP 2019-389 Painting Services

Engineering & Property Management

	DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE
4.	2 Gang Metal	1	EACH	\$2.15	\$ 2.25
5,	3 Gang Plastic	1	EACH	\$2.25	\$2.45
6.	3 Gang Metal	1	EACH	\$2.25	\$ 2.45

# Use the Unit Rate Schedule pricing to calculate the following project

DESCRIPTION	QTY	UNIT	UNIT	AMOUNT
Paint new interior drywall (Primer + 2 Finish Coats) – Normal Hours	4000	SQ FT	\$.92	\$3,680
Repaint interior drywall over carpet and base, move furniture, same color (1 Coat) – Normal Hours	12000	SQ FT	\$.70	\$ 8,400
C. Repaint walls over carpet and base, new color (2 Coats) – Normal Hours		SQ FT	\$.74	\$ 5,920
Repaint walls over carpet and base, new color (2 Coats) - After Hours	2000	SQ FT	s.94	\$ 1,880
New doors and frames 7' (Primer + 2 Finish Coats) – Normal Hours	4	EACH	\$45	\$ 180
New doors and frames 8' (Primer + 2 Finish Coats) – Normal Hours	2	EACH	\$50	\$ 100
Sand and Patch drywall - After Hours		SQ FT	\$.55	\$440
Repaint apparatus bay walls, same color (up to 25' high – including lift) – After Hours	2600	SQ FT	\$3.99	\$8,554
Repaint apparatus bay celling, same color (up to 25' high – including lift) – Normal Hours.	1800	SQ FT	\$2.99	\$5,382
	Paint new interior drywall (Primer + 2 Finish Coats) – Normal Hours         Repaint interior drywall over carpet and base, move furniture, same color (1 Coat) – Normal Hours         Repaint walls over carpet and base, new color (2 Coats) – Normal Hours         Repaint walls over carpet and base, new color (2 Coats) – Normal Hours         Repaint walls over carpet and base, new color (2 Coats) – After Hours         New doors and frames 7' (Primer + 2 Finish Coats) – Normal Hours         New doors and frames 8' (Primer + 2 Finish Coats) – Normal Hours         Sand and Patch drywall - After Hours         Repaint apparatus bay walls, same color (up to 25' high – including lift) – After Hours         Repaint apparatus bay celling, same color (up to 25' high – including lift) – After Hours	Paint new Interior drywall (Primer + 2 Finish Coats) - Normal Hours4000Repaint Interior drywall over carpet and base, move furniture, same color (1 Coat) - Normal Hours12000Repaint walls over carpet and base, new color (2 Coats) - Normal Hours8000Repaint walls over carpet and base, new color (2 Coats) - Normal Hours8000Repaint walls over carpet and base, new color (2 Coats) - After Hours2000New doors and frames 7' (Primer + 2 Finish Coats) - Normal Hours4New doors and frames 8' (Primer + 2 Finish Coats) - Normal Hours2Sand and Patch drywall - After Hours800Repaint apparatus bay walls, same color (up to 25' high - including lift) - After Hours2600	Paint new Interior drywall (Primer + 2 Finish Coats) – Normal Hours4000SQ FTRepaint interior drywall over carpet and base, move furniture, same color (1 Coat) – Normal Hours12000SQ FTRepaint walls over carpet and base, new color (2 Coats) – Normal Hours8000SQ FTRepaint walls over carpet and base, new color (2 Coats) – Normal Hours8000SQ FTRepaint walls over carpet and base, new color (2 Coats) – After Hours2000SQ FTNew doors and frames 7' (Primer + 2 Finish Coats) – Normal Hours4EACHNew doors and frames 8' (Primer + 2 Finish Coats) – Normal Hours2EACHSand and Patch drywall - After Hours800SQ FTRepaint apparatus bay walls, same color (up to 25' high – including lift) – After Hours2600SQ FT	DESCRIPTIONQTYUNITPRICEPaint new Interior drywall (Primer + 2 Finish Coats) – Normal Hours4000SQ FT\$.Q2.Repaint interior drywall over carpet and base, move furniture, same color (1 Coat) – Normal Hours12000SQ FT\$.70Repaint walls over carpet and base, new color (2 Coats) – Normal Hours8000SQ FT\$.74Repaint walls over carpet and base, new color (2 Coats) – Normal Hours8000SQ FT\$.74Repaint walls over carpet and base, new color (2 Coats) – After Hours2000SQ FT\$.94New doors and frames 7' (Primer + 2 Finish Coats) – Normal Hours4EACH\$455New doors and frames 8' (Primer + 2 Finish Coats) – Normal Hours2EACH\$500Sand and Patch drywall - After Hours800SQ FT\$.555Repaint apparatus bay walls, same color (up to 25' high – including lift) – After Hours2600SQ FT\$2,99Repaint apparatus bay celling, same color (up to 25' high – including lift) – After Hours52,99\$2,57



# **REQUEST FOR PROPOSALS**

**PAINTING SERVICES** 

RFP# 2019-389

## TABLE OF CONTENTS

1 REQ	UEST FOR PROPOSALS (RFP) INSTRUCTIONS	. 3
1.1	Public Notice	.3
1.2	PROJECT OVERVIEW	
1.3	RFP Schedule and Proposal Submission	
1.4	EVALUATION CRITERIA AND PROCESS	.4
1.5	PROPOSAL FORMAT	.4
2 REP	RESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS	5
2.1	COMMUNICATIONS	.5
2.2	DUTIES AND OBLIGATIONS OF FIRMS IN THE RFP PROCESS.	.5
2.3	Addenda	.5
2.4	NO COLLUSION, BRIBERY, LOBBYING OR CONFLICT OF INTEREST	.5
2.5	Public Records	.5
2.6	COST OF PROPOSAL PREPARATION	.6
2.7	Advertising	
2.8	VENDOR REGISTRATION WITH CITY OF CHARLOTTE	.6
2.9	FINANCIAL CAPACITY; INSURANCE REQUIREMENTS	
2.10	CITY RIGHTS AND RESERVATIONS	.6
2.11	Ownership of Work Products	
2.12	BACKGROUND CHECKS	.7
2.13	CONTRACT	
2.14	EQUAL OPPORTUNITY	
2.15	E-Verify Certification	
2.16	Familiarity And Compliance with Laws and Ordinances	.7
2.17	Insurance Requirements	.8
2.18	BACKGROUND CHECKS	8
2.19	IRAN DIVESTMENT ACT	_
2.20	CHARLOTTE BUSINESS INCLUSION	.9
FORM 1 -	EXECUTION OF PROPOSAL 1	.1
FORM 2 -	COMMERCIAL NON-DISCRIMINATION CERTIFICATION1	.2
FORM 3 –	SERVICE PROVIDER QUESTIONNAIRE	.3
FORM 4 –	KEY PERSONNEL AND OTHER RESOURCES1	.5
FORM 5 –	PAINTING SERVICES1	.8
FORM 6 –	COMPANY EMPLOYEE LICENSING AND CERTIFICATIONS2	0
FORM 7	PRICING 2	1
EXHIBIT A	- SCOPE OF SERVICES	:5

# 1 REQUEST FOR PROPOSALS (RFP) INSTRUCTIONS

#### 1.1 Public Notice

The City of Charlotte (City) plans to contract with one or more companies to provide painting services (Services) for various City facilities (Project). The City is seeking firms whose combination of experience and expertise will provide environmentally sound, professional, timely, and cost-effective services to the City. The City reserves the right to enter into one or more contracts with any firm selected under this RFP process.

For questions related to this RFP, contact:

Euge Rodriguez, CLGPO, Engineering Contracts Administrator City of Charlotte Engineering and Property Management 531 Spratt Street, Charlotte, NC 28206 Direct Phone: (704) 336-3617 Email: erodriguez@charlottenc.gov

## 1.2 Project Overview

The firm(s) selected will provide unspecified painting services on an as-needed basis for various City-owned facilities. Detailed work requirements are included in **Exhibit A – Scope of Services**. The City anticipates negotiating contracts with a 3-year term. No representation or guarantee is made regarding the quantity of work to be awarded under any as-needed service contract.

#### 1.3 RFP Schedule and Proposal Submission

Provided below is the anticipated schedule of events. The City reserves the right to adjust the schedule and to add/remove specific events to meet the unique needs of this Project.

Advertisement of RFP:	March 27, 2019
Pre-Proposal Meeting:	April 10, 2019 at 11:00 AM
	531 Spratt Street, Charlotte, NC 28206
Deadline for Questions:	April 19, 2019
DUE DATE AND TIME FOR April 24, 2019, at 10:00 AM	
PROPOSALS:	531 Spratt Street, Charlotte, NC 28206
Evaluation Meeting:	May 15, 2019 (anticipated)
Selection Announcement:	May 17, 2019 (anticipated)

Proposals shall be enclosed in a sealed envelope or package, addressed to the City of Charlotte. The name and address of the firm and the RFP number and RFP Title shall be placed on the outside of the package. All items required for a responsive Proposal shall be included. It is the sole responsibility of the proposer to ensure that the proposal package is received no later than the established due date and time at the specified location. Proposals received after the due date and time will not be considered. Proposals submitted by facsimile or other electronic means will not be accepted.

Submit/Deliver to: City of Charlotte

RFP 2019-389 Painting Services

E & PM Building Services 531 Spratt Street Charlotte, NC 28206 Attn: Euge Rodriguez, CLGPO, Engineering Contracts Administrator

# 1.4 Evaluation Criteria and Process

Evaluation criteria include, but are not limited to the following:

- Qualifications and relevant experience of the company and key team members;
- Available equipment resources;
- References; and
- Pricing.

The City will appoint an evaluation committee whose responsibilities will include performing technical evaluations of each Proposal and making selection recommendations based on the evaluation criteria provided above. Evaluations will focus on identifying the relative strengths, weaknesses, deficiencies and risks associated with each Proposal. The City reserves the right to obtain clarification or additional information from any firm in regards to its Proposal.

The City reserves the sole right to select the most qualified firm(s) on the basis of best overall Proposal that is most advantageous to the City. Firms that submit Proposals will be notified of the selection results. Any selected firm is subject to final approval of City Council or City officials.

# 1.5 Proposal Format

Interested firms must complete and submit one original copy of the required **Forms 1 through 7** provided in this RFP package.

# 2 REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS

#### 2.1 Communications

All communication of any nature with respect to this RFP shall be addressed to the Contracts Administrator identified in this RFP. With the exception of communications with the Contracts Administrator and Charlottes Business INClusion Officer for this RFP, prospective firms and their staffs are prohibited from communicating with elected City officials, City staff and any selection committee member regarding this RFP or submittals from the time the RFP was released until the selection results are publicly announced. Violation of this provision many lead to disqualification of the firm's proposal for consideration.

### 2.2 Duties and Obligations of Firms in the RFP Process

Interested firms are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting a proposal. Firms must perform their own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City. Firms are expected to promptly notify the City in writing to report any ambiguity, inconsistency or error in this RFP. Failure to notify the City accordingly will constitute a waiver of claim of ambiguity, inconsistency or error.

### 2.3 Addenda

In order to clarify or modify any part of this RFP, addenda may be issued. Any requests for information or clarification shall be submitted in writing to the Contracts Administrator listed in this RFP by the deadline for questions.

#### 2.4 No Collusion, Bribery, Lobbying or Conflict of Interest

By responding to this RFP, the firm shall be deemed to have represented and warranted that the proposal is not made in connection with any competing firm submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. Furthermore, the firm certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of the City in connection with this RFP.

#### 2.5 Public Records

Upon receipt by the City, each proposal becomes the property of the City and is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. Proposals will be reviewed by the City's evaluation committee, as well as other City staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by the firm should be submitted in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a proposal, each firm agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the evaluation process and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the City to assist in the evaluation process. Furthermore, each firm agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire proposal as a trade secret may be disqualified from consideration.

# 2.6 Cost of Proposal Preparation

The City shall not be liable for any expenses incurred by any firm responding to this RFP. Firms submitting a proposal in response to this RFP agree that the materials and submittals are prepared at the firm's own expense with the express understanding that the firm cannot make any claims whatsoever for reimbursement from the City for the costs and expense associated with preparing and submitting a proposal. Each firm shall hold the City harmless and free from any and all liability, costs, claims, or expenses incurred by, or on behalf of, any person or firm responding to this RFP.

# 2.7 Advertising

In submitting a proposal, proposer agrees not to use the results therefrom as part of any commercial advertising without prior written approval of the City of Charlotte.

# 2.8 Vendor Registration with City of Charlotte

The selected firm and subcontractors must be registered in the City's Vendor Registration System in order to receive payment for services and/or supplies provided under any City contract.

# 2.9 Financial Capacity; Insurance Requirements

The selected firm must have the financial capacity to undertake the work and assume associated liability. The selected firm will be required to provide certificates of insurance evidencing coverage for professional liability in the minimum amount of \$1,000,000; automobile liability in the minimum amount of \$1,000,000; commercial general liability in the minimum amount of \$1,000,000; and workers' compensation insurance as required by North Carolina statutes.

# 2.10 City Rights and Reservations

The City expects to select one or more firms, but reserves the right to request substitutions of any key team member, including staff and subcontractors. The City reserves the right to contact any firm/team for any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to modify any part of this RFP as issued with an addendum. The City, at its sole discretion, reserves the right to reject any or all responses to the RFP, to cancel the RFP, to re-advertise for new RFP responses either with identical or revised specifications, or to accept any RFP response, in whole or part, deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

A response to this RFP shall not be construed as a contract, nor indicate a commitment of any kind.

#### RFP 2019-389 Painting Services

The City of Charlotte reserves the sole right to award a contract or contracts to the most qualified firm(s) on the basis of best overall proposal that is most advantageous to the City. The City of Charlotte also reserves the right to make multiple awards, based on experience and qualifications if it is deemed in the City's best interest.

# 2.11 Ownership of Work Products

The City shall have exclusive ownership of all intellectual property rights in all designs, plans and specifications, documents and other work product prepared by, for, or under the direction of the selected firm pursuant to any contract under this RFP (collectively, the "Intellectual Property"), including without limitation the right to copy, use, disclose, distribute, and make derivations of the Intellectual Property for any purpose or to assign such rights to any third party. The Intellectual Property shall be prepared in the City's name and shall be the sole and exclusive property of the City, whether or not the work contemplated therein is performed. The City will grant the firm a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform the contract.

# 2.12 Background Checks

The company and its employees or agents must be able to pass Charlotte-Mecklenburg Police Department and Federal Bureau of Investigation background checks.

# 2.13 Contract

The contents of this RFP and all provisions of the successful proposal deemed responsive by the City of Charlotte may be incorporated, either in whole or in part, into a contract and become legally binding when approved and executed by both parties. Contents of the contract may contain changes from the City of Charlotte's perspective as a result of the RFP process and proposal(s) received. The final negotiated contract may include the scope of work as outlined in this RFP along with the successful firm's submittal and any additions or deletions made at the discretion of the City as a result of the RFP process.

# 2.14 Equal Opportunity

The Company will ensure that employees and applicants for employment are not unfairly discriminated against because of their race, color, religion, sex, national origin, disability or veteran status.

# 2.15 <u>E-Verify Certification</u>

The Company shall comply with requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

# 2.16 Familiarity And Compliance with Laws and Ordinances

The Company shall make itself aware of and comply with, and shall cause each of its subcontractors to comply with, all applicable federal, state, and local laws and regulations, including obtaining all required permits and licenses.

#### 2.17 Insurance Requirements

The Company selected under this RFP will be required, during the life of the contract with the City, to purchase and maintain the following insurance with a company acceptable to the City and authorized to do business with the State of North Carolina:

- <u>Automobile Liability Insurance</u>: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- Comprehensive General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Agreement from claims of bodily injury or property damage which arise from operation of this agreement whether such operations are performed by the Company, any subcontractor, or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of the agreement.
- <u>Worker's Compensation and Occupation Disease Insurance</u>: In conformance with State Law, in an amount of \$100,000 each accident and disease for each employee, and \$500,000 disease policy limit providing coverage for employees and owners.

The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Developer and/or subconsultant providing such insurance.

The City shall be named as additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. At the time of execution of the contract, certificates of all required insurance shall be furnished to the City and shall contain the provision that the City will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

#### 2.18 Background Checks

Certain City facilities require a background check of all Company employees before they are allowed into the facility. The Charlotte-Mecklenburg Police Department will conduct these background checks as needed.

#### 2.19 Iran Divestment Act

The company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subconsultant/subcontractor that is identified on any such list to provide goods or services hereunder.

#### 2.20 Charlotte Business INClusion

Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the Charlotte Business INClusion program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: <u>www.charlottebusinessinclusion.com</u>.

The City of Charlotte is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. In regards to this effort, SBE participation will be required in order to meet goal compliance. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

The **Charlotte CSA** refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area in effect as of April 8, 2013 consisting of: (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York. This is one criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.

Firms are highly encouraged to consider any and all possibilities for M/W/SBE participation. A complete list of City certified SBEs is available at <u>www.charlottebusinessinclusion.com</u>. A list of State of North Carolina HUB certified MBEs and WBEs is available at <u>http://www.doa.nc.gov/hub/searchhub.aspx</u>.

The City will negotiate Minority Small Business Enterprise (MSBE) Subcontracting Goals for the Project with the selected firm(s):

**MBE Goal:** May be satisfied by an entity that qualifies as a Minority Business Enterprise under N.C. Gen. Stat. § 143-128, and that has been certified as an Historically Underutilized Business by the State of North Carolina, with the business headquarters in the Charlotte Combined Statistical Area. Please note, when identifying MBEs for inclusion towards the MBE Goal, only HUB-certified MBEs **headquartered in the Charlotte Combined Statistical Area** will be counted towards the MBE Goal.

**SBE Goal:** May be satisfied by an entity that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.

**MSBE Goal (Project Goal)**: The total work performed by MBEs or SBEs in the aggregate for this Project.

<u>Per the Charlotte Business INClusion Policy, no subcontracting goal was established for this</u> project because there are no subcontracting opportunities.

**Entities Certified In Multiple Categories**. In measuring Goal attainment, a subconsultant that is certified in multiple categories may be count towards the individual Goal of such category, but the subconsultant may only be counted once towards the Project Goal. For example, a

RFP 2019-389 Painting Services

subconsultant that is certified as both an SBE by the City and an MBE by the State shall be counted towards the MSBE Goal.

Firms are required to include a Minority & Small Business Enterprise Participation Plan (Form 2 provided with this RFQ) that describes the firm's approach and past history with MSBE subcontractor utilization. The Participation Plan shall include at a minimum the following elements:

- Identify MSBEs that will be committed and utilized by the firm for the Project;
- Identify specific scopes of work to be performed by the MSBEs for the Project; and
- Document the overall percentage to be committed to MSBEs for the Project.

In evaluating the firm's proposal, the City may take into account: (1) the firm's past performance in meeting MSBE goals; (2) the firm's Participation Plan; and (3) the Participation Plan submitted by other firms in comparison to the firm's Participation Plan.

The documentation required in this section shall be submitted with the firm's Proposal (collectively "Minority & Small Business Inclusion Strategy").

## Form 1 – Execution of Proposal

#### **Painting Services**

The person executing the Proposal, on behalf of the Company, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Company has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of full and open competition in connection with any proposal or contract, that the Company has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Company intends to do the work with its own bona fide employees or subcontractors and is not proposing for the benefit of another company.

Submission of a response to this RFP constitutes certification that the Company and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or agency. Submission is also agreement that the City will be notified of any change in this status.

NC General Statute 133-32 and City Policy prohibit any gift from anyone with a contract with the City, or from any person seeking to do business with the City. By execution of this Proposal, you attest, for your organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

The information contained in this Proposal, including its forms and other documents, delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

Type of Company:	Sole Proprietor
(check 1 box)	Partnership NC
	☑ Corporation (identify the State of incorporation)
	□ Limited Liability Company (identify the State of incorporation)
Company Legal Name:	united painting services inc
Mailing Address:	11035 Golf Link Drive # 78590, Charlotte, NC
City/State/Zip:	28271
Phone:	800-961-5927 <u>leo@unitedpaintingservices.com</u> Email:
Printed Name:	<u>leonardo andrade</u> <sub>Title:</sub> president
Signature:	

## Form 2 – Commercial Non-Discrimination Certification

Project Name:	Painting Services
Company's Name:	united painting services inc

The undersigned Company hereby certifies and agrees that the following information is correct:

- 1. In preparing its bid/proposal, the Company has considered all bids/proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in discrimination as defined in Section 2 below.
- 2. For purposes of this section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of discrimination.
- 3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid/proposal submitted with this certification and terminate any contract awarded based on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies allowed thereunder, including possible disqualification from participating in City contracts for up to two years.
- 4. As a condition of contracting with the City, the Company agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors and suppliers. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid/proposal and to terminate any contract awarded on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies that are allowed thereunder.
- 5. As part of its bid/proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractor, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
- 6. As a condition of submitting a bid/proposal to the City, the Company agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

Bv: SIGNATURE OF AUTHORIZED OFFICIAL

Title: Leonardo Andrade / President

Engineering & Property Management

SUBMIT THIS FORM REQUIRED FORMS

## Form 3 – Service Provider Questionnaire

Project Name:	Painting Services	
Company's Name:	united painting services inc	

1.	When was your company established? How many years have you been in business providing commercial painting services?	Year established: <u>1-28-2004</u> Number of years providing commercial painting services: <u>15</u>
2.	How many qualified employees are available to provide the services?	Number of company staff: 38
3.	How long have your employees worked for you?	How many employees have been with your company for <u>less than 3 years</u> ? <u>6 years / 28 employees</u> How many employees have been with your company for <u>more than 3 years</u> ? <u>10 emplyees</u>
4.	Does your company have the capability to self- perform all the Services? What percentage of the work/which tasks would you subcontract?	Yes. No. What areas would you need to subcontract?



# SUBMIT THIS FORM

REQUIRED FORMS

5.	Has the company or any employee or agent/ subcontractor had a felony conviction within the past 15 years?	<ul> <li>✓ No.</li> <li>☐ Yes. Explain:</li> </ul>
6.	Are you willing to submit all proposed personnel for a strict CMPD background check?	☑ Yes. □ No.
7.	Have you been involved in any litigation in the past 5 years?	☑ No. □ Yes. Explain:
8.	List 5 references on Form 6 for services performed by your company and proposed subcontractors that were similar in nature to the scope of services under this RFP.	Provide Information on Form 6

Engineering & Property Management

SUBMIT THIS FORM

REQUIRED FORMS

## Form 4 – Key Personnel and Other Resources

(Make copies and attach additional sheets as necessary)

 Project Name:
 Painting Services

 Company's Name:
 united painting services inc

List the <u>Key Persons</u> who will be assigned to this Project. Provide the information required for each Key Person listed.

	Key Personnel 1	Key Personnel 2	Key Personnel 3
Name	leonardo_andrade	lindsey swanson	j <u>oey bondurant</u>
Professional Certifications/Licenses (include Certification/License #)	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
Proposed Role/Function for Projects	Supervisor	financing,	estimating
Office Location (City, State)	indian_n <u>c</u>	indian_trail	charlotte_nc
Number of Years with Company	15	3	1,
Number of Years of Relevant Experience	19	22	<u>35</u>
Availability to Provide Services for this Project for the next 12 months	yes	yes	yes
Describe Relevant Experience, include list of Projects where the Key Person was responsible for the same role/function.			

Engineering & Property Management

SUBMIT THIS FORM

REQUIRED FORMS

Project Name:	Painting Services
Company's Name:	united painting services inc

List the legal names of all <u>Subcontractors</u> whom you intend to use on this Project. Provide their specific role/responsibility and contact information.

# we are self perform contractor

Subcontractor Name	Project Role/Responsibility	Contact Person and Contact Information (Address, Phone, Email)	Certifications/Expertise
<u>n/a</u>			
<u>n/a</u>			
<u>n/a</u>			
<u>n/a</u>			

Engineering & Property Management

SUBMIT THIS FORM REQUIRED FORMS

 Project Name:
 Painting Services

 Company's Name:
 united painting services inc

List all equipment you intend to use for this project, include Equipment Type, Brand, Model Number, and indicate whether the equipment is owned by your firm or to be leased.

Equipment Type	Brand	Model Number	Own or Lease?
<u>n/a</u>			Own Will Lease
			Own Will Lease
			Own Will Lease
			Own Will Lease
			Own Will Lease
			Own Will Lease
			Own Will Lease
			Own Will Lease

no equipment required, all brush and roll

RFP 2019-389 Painting Services

## Form 5 – Painting Services

Please type or print

		REFERENCES
	Company Name	messer construction
	Contact Name	car,a_c,adoo
	Phone Number	<u>980-250-9284</u>
1	E-Mail Address	cmcadoo@messercom
L	Service Dates	ongoing
	Scope of Work	<u>painting airport</u>
		· ·
	Company Name	turner,
	Contact Name	randy_secrest
	Phone Number	704-309-6473
2	E-Mail Address	<u>rsecrest@tcco.com</u>
2	Service Dates	ongoing
	Scope of Work	<u>painting_airport</u>
	Company Name	rodgers
	Contact Name	matt_agner
	Phone Number	704-965-2873
3	E-Mail Address	magner@rodgersbuikders.com
	Service Dates	2_23_17_/_01_14_19
	Scope of Work	<u>painting_gastonia_wtp</u>

### SUBMIT THIS PAGE REQUIRED FORMS

Engineering & Property Management

	1	REFERENCES
4	Company Name	archer western
	Contact Name	matt Ferlisi
	Phone Number	704-674-9142
	E-Mail Address	mferlisi@walshgroup.com
	Service Dates	ongoing
	Scope of Work	painting airport
-		
	Company Name	edison_foard
	Contact Name	greg_matthews
	Phone Number	
5	E-Mail Address	gmatthews@edisonfoard.com
C	Service Dates	ongoing
	Scope of Work	<u>painting cats lynx blue line</u>

# Form 6 – Company Employee Licensing and Certifications

Copy this Form os Needed.

Project Name:	Painting Services
Company's Name:	united painting services inc

List staff with documented licenses and other credentials:

# 1. NAME OF LICENSE/CERTIFICATION:

Name of Individual:	
Working Title with Company:	
Certification Issued By:	
License/Registration/Certification #:	
Effective Date / Expiration Date:	

# 2. NAME OF LICENSE/CERTIFICATION: $\frac{n/a}{a}$

Name of Individual:	
Working Title with Company:	
Certification Issued By:	
License/Registration/Certification #:	
Effective Date / Expiration Date:	

3. NAME OF LICENSE/CERTIFICATION:

Name of Individual:	
Working Title with Company:	
Certification Issued By:	
License/Registration/Certification #:	
Effective Date / Expiration Date:	

## Form 7 – Pricing

Project Name:	Painting Services
Company's Nam	e: united_painting_services_inc

The following Unit Prices shall be all inclusive. All Unit Prices shall include all labor, materials, mobilization, equipment (owned or rented), overtime, transportation, and necessary hand tools required by the painting trade, as well as any other expenses of having the workers on the job site. The Company shall pay for any required building permits and the City will reimburse the cost.

Special pricing may be negotiated for any circumstances not covered in the Unit Rate Pricing Schedule below.

#### Unit Rate Pricing Schedule

	DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE
Α.	New walls (Primer + 2 Finish Coats)				
	1. Less than 5,000 SQ FT	P+2	SQ FT	\$055	\$ <u>0</u> 60
	2. Between 5,000 and 10,000 SQ FT	P+2	SQ FT	\$ <u>0.55</u>	\$06.0
	3. Over 10,000 SQ FT	P+2	SQ FT	\$0, 55	\$060
В.	Repaint walls over carpet and base, same color				
	1. Less than 5,000 SQ FT	1	SQ FT	\$050	\$055
	2. Between 5,000 and 10,000 SQ FT	1	SQ FT	\$ <u>0.50</u>	\$0.55
	3. Over 10,000 SQ FT	1	SQ FT	\$ <u>0.50</u>	\$ <b>05</b> 5
C.	Repaint walls over carpet and base, new color				
	1. Less than 5,000 SQ FT	2	SQ FT	\$055	\$,06_0
	2. Between 5,000 and 10,000 SQ FT	2	SQ FT	\$ <u>0.55</u>	\$ <u>0.60</u>
	3. Over 10,000 SQ FT	2	SQ FT	\$055	\$ <b>06_0</b>
D.	Repaint walls over carpet and base, move furniture, same color			and the state of the	
	1. Less than 5,000 SQ FT	1	SQ FT	\$ <u>0.55</u>	\$055
	2. Between 5,000 and 10,000 SQ FT	1	SQ FT	\$055	\$055
	3. Over 10,000 SQ FT	1	SQ FT	\$ <u>0.55</u>	\$055

RFP 2019-389 Painting Services

Page 21

Engineering & Property Management

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	DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE
E.	Repaint walls over carpet and base, move furniture, new color				
	1. Less than 5,000 SQ FT	2	SQ FT	\$0,60	\$¦0"."6"0
	2. Between 5,000 and 10,000 SQ FT	2	SQ FT	\$,0 <sub>#</sub> ."6,0	\$0,. <u>6</u> 0
	3. Over 10,000 SQ FT	2	SQ FT	\$ <u>0.60</u>	\$0 <u>,</u> 60
F.	New doors and frames 7' (Primer + 2 Finish Coats)				
	1. Less than three (3)	P+2	EACH	\$ <u>60</u>	\$65
	2. Between three (3) and ten (10)	P+2	EACH	\$60	\$6,5
	3. More than ten (10)	P+2	EACH	\$ <u>60</u>	\$6,5
G.	New doors and frames 8' (Primer + 2 Finish Coats)				
	1. Less than three (3)	P+2	EACH	\$ <u>6</u> _0	\$6.5
	2. Between three (3) and ten (10)	P+2	EACH	\$6,0	\$ <u>65</u>
	3. More than ten (10)	P+2	EACH	\$6.0	\$ <u>65</u>
н.	Repaint or stain existing doors, same color				
	1. Less than three (3)	1	EACH	\$9,5	\$ <u>100</u>
	2. Between three (3) and ten (10)	1	EACH	\$9.5	\$1,0,0
	3. More than ten (10)	1	EACH	\$ <u>95</u>	\$1,0,0
۱.	Repaint existing doors, new color		<u>I</u>	4	
	1. Less than three (3)	2	EACH	\$6.0	\$65
	2. Between three (3) and ten (10)	2	EACH	\$ <u>60</u>	\$65
	3. More than ten (10)	2	EACH	\$6.0	\$65
J.	Repaint or stain existing door frames, same color		I		
	1. Less than three (3)	1	EACH	\$60	\$ <u>65</u>
	2. Between three (3) and ten (10)	1	EACH	\$60	\$65
	3. More than ten (10)	1	EACH	\$60	\$65
К.	Repaint existing door frames, new color			L • •	
	1. Less than three (3)	2	ЕАСН	\$ <u>30</u>	\$ <u>35</u>
	2. Between three (3) and ten (10)	2	EACH	\$30	\$3,5

Engineering & Property Management

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REQUIRED FORMS

	DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE
	3. More than ten (10)	2	EACH	\$ <u>30</u>	\$3,5
L.	Repaint exterior block (2 coats)				
	1. Less than 5,000 SQ FT	2	SQ FT	\$07_0	\$ <mark>0</mark> 88
	2. Between 5,000 and 10,000 SQ FT	2	SQ FT	\$ <u>0</u> .,7.0	\$ <u>0.88</u>
	3. Over 10,000 SQ FT	2	SQ FT	\$07_0	\$088
M.	Hourly Labor Rate (for items not addressed above)	1	HOUR	\$2,8	\$2,8
N.	Repaint ceilings over carpet, same color	1	SQ FT	\$1,30	\$
0.	Repaint Apparatus Bay walls, same color (up to 25' high – including lift) equal to or greater than 2,600 SQ FT	1	SQ FT	\$ 1.30	\$ 1.50
Ρ.	Repaint Apparatus Bay walls, new color (up to 25' high – including lift) equal to or greater than 2,600 SQ FT	1	SQ FT	\$ 1.30	\$ <u>1.50</u>
Q.	Repaint Apparatus Bay ceiling, same color (up to 25' high – including lift) equal to or greater than 1,800 SQ FT	1	SQ FT	\$ 1.30	\$ 1.50
R.	Repaint Apparatus Bay ceiling, new color (up to 25' high – including lift) equal to or greater than 1,800 SQ FT	1	SQ FT	\$ 1.30	\$ 1.50
S.	Sanding and Patching Walls			a Change an	
	1. Less than 5,000 square feet, per hour	1	SQ FT	\$0,.60	\$070
	2. Between 5,000 and 10,000 square feet, per hour	1	SQ FT	\$06_0	\$070
	3. Over 10,000 square feet, per hour	1	SQ FT	\$ <u>0.60</u>	\$ <u>0.70</u>
т.	Block Fill				
	1. Less than 5,000 SQ FT	1	SQ FT	\$0.60	\$06.0
	2. Between 5,000 and 10,000 SQ FT	1	SQ FT	\$060	\$ <u>0.60</u>
	3. Over 10,000 SQ FT	1	SQ FT	\$ <u>0.60</u>	\$ <u>0.60</u>
υ.	Replace Switch or Receptacle Plates				
	1. 1 Gang Plastic	1	EACH	\$10	\$12
	2. 1 Gang Metal	1	EACH	\$22,	\$2,4,
	3. 2 Gang Plastic	1	EACH	\$12	\$1,4

Engineering & Property Management

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DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE
4. 2 Gang Metal	1	EACH	\$2,4	\$2,6
5. 3 Gang Plastic	1	EACH	\$12,	\$1,4
6. 3 Gang Metal	1	EACH	\$ <u>25</u>	\$27,

## Use the Unit Rate Schedule pricing to calculate the following project

	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
A.	Paint new interior drywall (Primer + 2 Finish Coats) – <b>Normal</b> Hours	4000	SQ FT	\$ 0.60	\$ 9.69
В.	Repaint interior drywall over carpet and base, move furniture, same color (1 Coat) – <b>Normal Hours</b>	12000	SQ FT	\$ 0.55	\$ 0.55
C.	Repaint walls over carpet and base, new color (2 Coats) – Normal Hours	8000	SQ FT	\$ 0.58	\$ 0.58
D.	Repaint walls over carpet and base, new color (2 Coats) - After Hours	2000	SQ FT	\$ 070	\$ 0.70
E.	New doors and frames 7' (Primer + 2 Finish Coats) – Normal Hours	4	EACH	\$ 80.00	\$ ន្ល
F.	New doors and frames 8' (Primer + 2 Finish Coats) – Normal Hours	2	EACH	\$ 80.00	\$ 80
G.	Sand and Patch drywall - After Hours	800	SQ FT	\$ 0.80	\$ <u>0.80</u>
Н.	Repaint apparatus bay walls, same color (up to 25' high – including lift) – After Hours	2600	SQ FT	\$ 1.20	\$ <u>1.20</u>
].	Repaint apparatus bay ceiling, same color (up to 25' high – including lift) – <b>Normal Hours</b>	1800	SQ FT	\$ 1.30	\$ 1.30
				TOTAL	\$

## **EXHIBIT A - SCOPE OF SERVICES**

#### OVERVIEW

The Building Services Division of the Engineering and Property Management Department is responsible for maintaining a portfolio of approximately 115 buildings, including offices, fire stations, police division offices, and equipment shops, that house various City activities. The City also maintains cultural facilities, including museums and arenas that serve as venues for sports, entertainment, and other events.

The Company shall provide painting services at various locations as identified by the City. Services consists of providing all labor, materials, equipment, and supervision for the painting and finishing of new and existing interior and exterior surfaces, i.e., walls, doors, jambs, window frames, and other work as directed by the Project Manager. Work areas may be occupied and require moving and repositioning of office equipment and furniture.

The City reserves the right to prepare an individual Scope of Work and require a proposal with complete breakdown of material, equipment, and labor cost for each project consistent with the prices established per *Form 8 – Pricing* above. The City reserves the right to furnish any and all equipment and/or supplies for projects. The City may solicit a quote for Services from one or more companies prior to assigning an individual project.

#### FIELD QUALITY CONTROL / STANDARD OF ACCEPTANCE

Painted surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent:

- a) Brush/roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding, or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
- b) Evidence of poor coverage at plate edges, lap joints, crevices, pockets, corners and re-entrant angles.
- c) Damage due to touching before paint is sufficiently dry or any other cause.
- d) Damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.)

Painted surfaces shall be considered unacceptable if any of the following are evident under final lighting source (including daylight) for interior surfaces:

- a) Visible defects are evident on vertical or horizontal surfaces when viewed at normal viewing angles from a distance of not less than 10000 mm (39").
- b) Visible defects are evident on ceiling, soffit, and other overhead surfaces when viewed at normal viewing angles.
- c) When the final coat on any surface exhibits a lack of uniformity of color, sheen, texture, and hiding across full surface area.

Painted surfaces rejected by the Project Manager shall be corrected at the expense of the Company. Small affected areas may be touched up. Large affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags, or damaged paints shall be removed by scraper or by sanding prior to application of paint.

RFP 2019-389 Painting Services

#### PREPARATION AND CLEANING

Perform preparation and cleaning procedures in strict accordance with coating manufacturer's instruction. Use applicators and techniques best suited for the material and surfaces to be applied. Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by activities such that airborne particles will not affect the quality of finished surfaces. Apply additional coats when undercoats or conditions show through final paint coat, until paint film is of uniform finish, color and appearance. Work must be evenly uniform in sheen, color and texture; free from brush marks, sags, crawls, runs, or other defects detrimental to appearance or performance. Paint surfaces behind movable equipment and furniture same as adjacent similar exposed surfaces unless otherwise directed by the Project Manager. Apply each material at no less than the manufacturer's recommended spreading rate.

#### SUBMITTALS

If requested by Project Manager, submit samples for City's approval of color and sheen. Samples shall be 12" X 12" on properly prepared print out cards or hardboard. Material Safety Data Sheets for each product used shall be maintained on the site as well as one copy furnished to the City.

#### STANDARD PROVISIONS

#### **CHANGE ORDERS**

Alterations or modifications to the work performed under a task order under the contract shall be made only by written Change Order between the company and the City Point of Contact prior to commencement of the altered or modified work. No claims for any extra work or materials will be allowed unless covered by written Change Order.

#### **CLEAN UP**

All clean up shall comply with all applicable Federal, State, and local laws and regulations. Company shall remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.

Company shall, at all times, keep the site free from accumulation of waste materials, debris, or rubbish caused by his or her employees at work. Company shall remove from the site all tools, surplus materials, debris, or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work. Clean equipment and dispose of wash water/solvents as well as other cleaning and protective materials (e.g., rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers, etc., as directed by Project Manager. Whenever possible, clean up shall be conducted with water or water-based agents.

Companies may not utilize on-site office trash cans. Arrangements may be made in advance with the Project Manager for the use of City owned or leased waste containers for disposal of the above. Only fully dry paint residues may be disposed of in City containers. Opened cans of partially used paint may not be disposed of in City containers under any circumstances.

#### EMERGENCY CONTACT

Company personnel shall be reachable cell phone in urgent or emergency situations. The Company shall provide at least two (2) local telephone numbers that may be used to contact the Company or his authorized representative in the event of an urgent or emergency situation after normal business hours.

#### EQUIPMENT

The Company shall have in its possession, or available, sufficient equipment, hand tools, materials, and supplies necessary to perform the work as outlined in this Scope of Services.

#### HAZARDOUS MATERIALS

If the Company encounters any materials considered or suspected of being hazardous, he shall immediately secure the area and contact the Charlotte-Mecklenburg Hazardous Materials Coordinator, telephone 704-336-2461 for further instructions.

#### MATERIALS AND EQUIPMENT STORAGE

The Company shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the contract period. The Company shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the City. Such restoration shall be at no additional cost to the City.

The Company shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for the occurrences of same. The Company shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Company shall obtain a release from the property owner of the storage area utilized for the Project.

#### PROJECT LOCATION INSPECTIONS

All trades shall be performed by skilled craftsmen. Satisfactory work and housekeeping will be maintained by the Company at all times. The worksite conditions, progress of work, and quality of work at each Project location may be inspected by the City on a continual basis. Any condition or situation deemed by the City to be unsatisfactory shall be remedied as soon as logistically possible and no later than within 24 hours. During its inspection, the City may note whether each Project location is satisfactory or unsatisfactory.

#### PROTECTION OF PROPERTY

Company shall protect all surrounding furniture, surfaces (including glass, aluminum, wood, labels, signage, etc.), mechanical, electrical, computer hardware and other sensitive components from sanding dust, paint splatter, spills and/or overspray. Use sufficient drop cloths and coverings for the protection of floors, furnishings and adjacent surfaces. Company shall be responsible for providing and placement of barricades, drop cloths, tarps, plastic, flag tape and any other safety equipment required to protect the public and employees in the work area. Company shall be responsible for the security of its equipment and materials.

#### SAFETY

Provide a safe work environment in accordance with all local, state, Federal, and applicable OSHA regulations. Employees must wear OSHA required safety equipment while working.

#### STAFFING REQUIREMENTS AND IDENTIFICATION OF COMPANY PERSONNEL

The Company shall provide a sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the City. The City has the right to require any additional personnel that the City deems necessary to complete the Project. The City also has the right to require removal and replacement of any personnel deemed unsatisfactory by the City.

City of Charlotte	Exhibit A
Engineering & Property Management	SCOPE OF SERVICES

Personnel shall maintain a neat and clean appearance, with identification clearly identifying the person and the name of their company. Shirts must be worn at all times, with shirt tails tucked in. Tank tops are not permitted. All personnel must wear high visibility safety vests that meet ANSI standards while working in vehicular traffic areas.

#### **SUBCONTRACTS**

No portion of this contract shall be subcontracted without prior written consent of the City. The City shall retain the right of approval of all subcontractors.

#### SUPERVISION

One competent English speaking individual shall be available on-site at all times to supervise the work. This individual shall be a full time employee of the Company and shall be experienced in the type of work being performed. Additionally, the individual shall be fully capable of managing, directing, and coordinating the work; reading and thoroughly understanding the Contract; and receiving and carrying out directions from the City. This individual shall be reachable via cell phone during normal business hours (Monday – Friday, 8:00 AM to 5:00 PM).

#### WARRANTY OF MATERIALS AND WORKMANSHIP

All materials and equipment provided shall be listed and labeled for the purpose intended and must be in good working order. All work provided shall have, as a minimum, a one (1) year warranty from the date of final acceptance against any latent defects, materials, workmanship, and installation. All materials used shall be new and work must be performed by skilled tradesperson(s).

#### **WORKING HOURS**

Routine operations shall generally be performed between the hours of 8:00 AM to 5:00 PM, Monday through Friday, except for City observed holidays. Emergency or non-routine work shall be performed as necessary with prior approval from the City.

Engineering & Property Management

## Form 1 - Execution of Proposal

### **Painting Services**

The person executing the Proposal, on behalf of the Company, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Company has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of full and open competition in connection with any proposal or contract, that the Company has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Company intends to do the work with its own bona fide employees or subcontractors and is not proposing for the benefit of another company.

Submission of a response to this RFP constitutes certification that the Company and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or agency. Submission is also agreement that the City will be notified of any change in this status.

NC General Statute 133-32 and City Policy prohibit any gift from anyone with a contract with the City, or from any person seeking to do business with the City. By execution of this Proposal, you attest, for your organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

The information contained in this Proposal, including its forms and other documents, delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

Type of Company:	□ Sole Proprietor	
(check 1 box)	Partnership	
	Corporation	(identify the State of incorporation)
	Limited Liability Company Nort	h Carlolina (identify the State of incorporation)
Company Legal Name:	Wail Enterprises LLC	
Mailing Address:	10315 Barrands Ln	
City/State/Zip:	Charlotte / NC / 28278	
Phone:	786-859-4248	Email: erobinson0401@gmail.com
Printed Name:	Linell Robinson Jr.	Title: President
Signature:	2. Mar /4	

## Form 2 – Commercial Non-Discrimination Certification

Project Name:	Painting Services
Company's Name:	WAIL Enterprises LLC

The undersigned Company hereby certifies and agrees that the following information is correct:

- 1. In preparing its bid/proposal, the Company has considered all bids/proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in discrimination as defined in Section 2 below.
- 2. For purposes of this section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
- 3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid/proposal submitted with this certification and terminate any contract awarded based on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies allowed thereunder, including possible disqualification from participating in City contracts for up to two years.
- 4. As a condition of contracting with the City, the Company agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors and suppliers. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid/proposal and to terminate any contract awarded on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies that are allowed thereunder.
- 5. As part of its bid/proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractor, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
- 6. As a condition of submitting a bid/proposal to the City, the Company agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

SIGNATURE OF AUTHORIZED OFFICIAL

Title: President

Engineering & Property Management

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# Form 3 – Service Provider Questionnaire

Project Name:	Painting Services
Company's Name:	WAIL Enterprises LLC

1.	When was your company established? How many years have you been in business providing commercial painting services?	Year established: 2015 Number of years providing commercial painting services: 7years
2.	How many qualified employees are available to provide the services?	Number of company staff: 5
3.	How long have your employees worked for you?	How many employees have been with your company for <u>less than 3 years</u> ?  2 How many employees have been with your company for <u>more than 3 years</u> ?  3
4.	Does your company have the capability to self- perform all the Services? What percentage of the work/which tasks would you subcontract?	Yes. No. What areas would you need to subcontract?

RFP 2019-389 Painting Services

Page 13

Engineering & Property Management

N EMETERS FORM

REQUIRED FORMS

5.	Has the company or any employee or agent/ subcontractor had a felony conviction within the past 15 years?	No.           Ves.         Explain:
6.	Are you willing to submit all proposed personnel for a strict CMPD background check?	Ves.
7.	Have you been involved in any litigation in the past 5 years?	No. Yes. Explain:
8.	List 5 references on Form 6 for services performed by your company and proposed subcontractors that were similar in nature to the scope of services under this RFP.	Provide Information on Form 6

Engineering & Property Management

# Form 4 – Key Personnel and Other Resources (Make copies and attach additional sheets as necessary)

Project Name:	
	-
Company's Name:	1

**Painting Services** WAIL Enterprises LLC

List the Key Persons who will be assigned to this Project. Provide the information required for each Key Person listed.

	Key Personnel 1	Key Personnel 2	Key Personnel 3
Name	Linell Robinson Jr.	Erika Robinson	Richard Cobb
Professional Certifications/Licenses (include Certification/License #)	Project Management Professional #1862095	N/A	N/A
Proposed Role/Function for Projects	Supervisor	Supervisor	Supervisor
Office Location (City, State)	Charlotte, NC	Charlotte, NC	Charlotte, NC
Number of Years with Company	5 years	5 years	2 years
Number of Years of Relevant Experience	8 years	5 years	15 years
Availability to Provide Services for this Project for the next 12 months	Yes	Yes	Yes
Describe Relevant Experience, include list of Projects where the Key Person was responsible for the same role/function.	Professional on-site Management, cost estimating and value analysis, phasing alternatives/milestones, contract negotiations, financial reporting, contract closeout.	Contractor coordinator, bid/ procurement assistance, schedule development, contract administration, dispute resolution, client/team communication.	Preparatory materials, scrapes/sands interior and exterior surfaces, operates compressors, blasters, spray equipment installs repairs drywall, erects scaffolding/stagging safe handling and disposal of paints and other materials.

Page 15

Engineering & Property Management

SUBMIT THIS FORM REQUIRED FORMS .

Project Name:	Painting Services	
Company's Name:	WAIL Enterprises LLC	

List the legal names of all <u>Subcontractors</u> whom you intend to use on this Project. Provide their specific role/responsibility and contact information.

Subcontractor Name	Project Role/Responsibility	Contact Person and Contact Information (Address, Phone, Email)	Certifications/Expertise
Genaro Nunez	Painter	Genaro Nunez 352-223-5770	Painting
Junior Santos	Painter	Junior Santos 704-713-1833	Painting
Gabriel Menjivar	Painter	Gabriel Menjivar 704-670-4394	Painting
Alejandro Pacheco	Painter	Alejandro Pacheco 704-912-6171	Painting

Engineering & Property Management

\*

 Project Name:
 Painting Services

 Company's Name:
 WAIL Enterprises LLC

List all equipment you intend to use for this project, include Equipment Type, Brand, Model Number, and indicate whether the equipment is owned by your firm or to be leased.

Equipment Type	Brand	Model Number	Own or Lease?
Pressure Washer	Briggs & Stratton	1TDJ3	X Own Will Lease
Scaffolding	HAILO	9900-101	☑ Own □ Will Lease
Sprayer	Graco	17C314	✓ Own □ Will Lease
Lift	Acme tools	EDOLIFT170	☐ Own ☑ Will Lease
Drop Cloths			☑ Own ☐ Will Lease
Ladders	Werner	4xP10 - 40' 20Y002- 32' 1CMR2- 12'	☑ Own ☑ Will Lease
Brushes and Rollers			☑ Own □ Will Lease
			Own Will Lease

RFP 2019-389 Painting Services

Page 17

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Engineering & Property Management

# Form 5 – Painting Services

Please type or print

-		REFERENCES
	Company Name	Jerk Joint Restaurant
	Contact Name	Andria Williams
	Phone Number	803-517-4293
1	E-Mail Address	amdwill@yahoo.com
Т	Service Dates	Feb 2018-Oct 2018
	Scope of Work	Maintained daily relationship with clients, determined scope of work from client drawings, scheduled and coordinated subcontractors and materials procurement.
	<u>ц</u>	
	Company Name	Small Cakes Bakery
	Contact Name	Ayana Bowleg
	Phone Number	678-656-3360
2	E-Mail Address	ayanabowleg@smallcakessteelecreek.com
2	Service Dates	Jan 21 - 25,2019
	Scope of Work	Site preparation-covering floors,baseboards,door frames and windows. Smooth and prepare surfaces for painting, including sanding. Fill nail holes, cracks, and joints with putty, plaster, or other filler. Paint surfaces, using brushes,spray gun, or paint rollers. Maintain accurate records on material and labor used.
hun -	Company Name	R Deg LL C
	Contact Name	P Dog LLC Victor Patel
	Phone Number	704-244-9971
3	E-Mail Address	victor@hwy55burgers.com
	Service Dates	June 16-24, 2015 and Nov 27-Dec 2, 2018
	Scope of Work	Make on-site preparations for walls and other surfaces for painting by scraping, using sandpaper, removing old paint etc., fill cracks with appropriate material, paint surfaces according to instructions with various tools, replace gangs, switches and plates.

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		REFERENCES
	Company Name	Monumental Realty
	Contact Name	Shawn Jones
	Phone Number	904-307-4086
4	E-Mail Address	nflproperties@gmail.com
	Service Dates	May 2011 - Current
	Scope of Work	Multi-Property Consultant – responsible for creating and implementing rehabilitation schedules for multiple units. Schedules include painting, sheet-rock/drywall work, aesthetic renovations as well as complete remodeling.
	Company Name	Gibson Construction
	Contact Name	Lemel Gibson
	Phone Number	704-957-3287
5	E-Mail Address	gibsonlconstruction@gmail.com
5	Service Dates	Aug 2016-Current
	Scope of Work	Partner on various construction industry related projects. Services include drywall, materials, painting and subcontractor coordination.

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## Form 6 – Company Employee Licensing and Certifications

Copy this Form as Needed.

Project Name:	Painting Services	
Company's Name:	WAIL Enterprises LLC	

List staff with documented licenses and other credentials:

## 1. NAME OF LICENSE/CERTIFICATION: Project Management Professional

Name of Individual:	Linell Robinson Jr.
Working Title with Company:	Construction Manager
Certification Issued By:	Project Management Institute
License/Registration/Certification #:	Project Management Professional #1862095
Effective Date / Expiration Date:	Oct 2015-2021

### 2. NAME OF LICENSE/CERTIFICATION:

Name of Individual:	
Working Title with Company:	
Certification Issued By:	
License/Registration/Certification #:	
Effective Date / Expiration Date:	

## 3. NAME OF LICENSE/CERTIFICATION:

Name of Individual:	
Working Title with Company:	
Certification Issued By:	
License/Registration/Certification #:	
Effective Date / Expiration Date:	

## Form 7 – Pricing

Project Name: _	ainting Services	
Company's Name:	WAIL Enterprises LLC	

The following Unit Prices shall be all inclusive. All Unit Prices shall include all labor, materials, mobilization, equipment (owned or rented), overtime, transportation, and necessary hand tools required by the painting trade, as well as any other expenses of having the workers on the job site. The Company shall pay for any required building permits and the City will reimburse the cost.

Special pricing may be negotiated for any circumstances not covered in the Unit Rate Pricing Schedule below.

## Unit Rate Pricing Schedule

	DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE	
Α.	New walls (Primer + 2 Finish Coats)					
	1. Less than 5,000 SQ FT	P+2	SQ FT	\$3	<sup>\$</sup> 4.50	
	2. Between 5,000 and 10,000 SQ FT	P+2	SQ FT	\$2.75	\$4.25	
	3. Over 10,000 SQ FT	P+2	SQ FT	\$2.50	\$4	
В.	Repaint walls over carpet and base, same color					
-	1. Less than 5,000 SQ FT	1	SQ FT	\$3.25	\$4.75	
	2. Between 5,000 and 10,000 SQ FT	1	SQ FT	\$3	\$4.50	
	3. Over 10,000 SQ FT	1	SQ FT	\$2.75	\$4.25	
C.	Repaint walls over carpet and base, new color					
	1. Less than 5,000 SQ FT	2	SQ FT	\$3.50	\$5	
	2. Between 5,000 and 10,000 SQ FT	2	SQ FT	\$3.25	\$4.75	
	3. Over 10,000 SQ FT	2	SQ FT	\$3	\$4.50	
D.	Repaint walls over carpet and base, move furniture, same color					
	1. Less than 5,000 SQ FT	1	SQ FT	\$4	\$ 5.50	
	2. Between 5,000 and 10,000 SQ FT	1	SQ FT	\$3.75	\$ 5.25	
	3. Over 10,000 SQ FT	1	SQ FT	\$3.50	\$5	

RFP 2019-389 Painting Services

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	DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE		
E.	Repaint walls over carpet and base, move furniture, new color						
	1. Less than 5,000 SQ FT	2	SQ FT	\$4.25	\$5.75		
	2. Between 5,000 and 10,000 SQ FT	2	SQ FT	\$4	\$5.50		
	3. Over 10,000 SQ FT	2	SQ FT	\$3.75	\$5.25		
F.	New doors and frames 7' (Primer + 2 Finish Coats)						
	1. Less than three (3)	P+2	EACH	\$150	\$200		
	2. Between three (3) and ten (10)	P+2	EACH	\$125	\$175		
-	3. More than ten (10)	P+2	EACH	\$100	\$150		
G.	New doors and frames 8' (Primer + 2 Finish Coats)						
	1. Less than three (3)	P+2	EACH	\$160	\$ 210		
	2. Between three (3) and ten (10)	P+2	EACH	\$135	\$ 185		
	3. More than ten (10)	P+2	EACH	\$110	\$ 160		
Н.	Repaint or stain existing doors, same color						
	1. Less than three (3)	· 1	EACH	\$170	\$220		
	2. Between three (3) and ten (10)	1	EACH	\$145	\$195		
	3. More than ten (10)	1	EACH	\$120	\$170		
Ι.	Repaint existing doors, new color						
	1. Less than three (3)	2	EACH	\$180	\$ 230		
	2. Between three (3) and ten (10)	2	EACH	\$155	\$205		
	3. More than ten (10)	2	EACH	\$130	\$180		
J.	Repaint or stain existing door frames, same color						
	1. Less than three (3)	1	EACH	\$250	\$ 300		
	2. Between three (3) and ten (10)	1	EACH	\$225	\$ 275		
	3. More than ten (10)	1	EACH	\$200	\$250		
۲.	Repaint existing door frames, new color				1		
	1. Less than three (3)	2	EACH	\$300	\$350		
	2. Between three (3) and ten (10)	2	EACH	\$275	\$325		

RFP 2019-389 Painting Services

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	DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE
	3. More than ten (10)	2	EACH	\$250	\$300
L.	Repaint exterior block (2 coats)				
	1. Less than 5,000 SQ FT	2	SQ FT	\$4	\$ 5.50
	2. Between 5,000 and 10,000 SQ FT	2	SQ FT	\$3.75	\$ 5.25
	3. Over 10,000 SQ FT	2	SQ FT	\$3.50	\$5
M.	Hourly Labor Rate (for items not addressed above)	1	HOUR	\$3	\$4.50
N.	Repaint ceilings over carpet, same color	1	SQ FT	\$2	\$ 3.50
0.	Repaint Apparatus Bay walls, same color (up to 25' high – including lift) equal to or greater than 2,600 SQ FT	1	SQ FT	\$15	\$ 30
Ρ.	Repaint Apparatus Bay walls, new color (up to 25' high – including lift) equal to or greater than 2,600 SQ FT	1	SQ FT	\$20	\$ 35
Q.	Repaint Apparatus Bay ceiling, same color (up to 25' high – including lift) equal to or greater than 1,800 SQ FT	1	SQ FT	\$ 20	\$ 35
R.	Repaint Apparatus Bay ceiling, new color (up to 25' high – including lift) equal to or greater than 1,800 SQ FT	1	SQ FT	\$ 25	\$40
S.	Sanding and Patching Walls				
	1. Less than 5,000 square feet, per hour	1	SQ FT	\$2	\$ 2.50
	2. Between 5,000 and 10,000 square feet, per hour	1	SQ, FT	\$1.50	\$2
	3. Over 10,000 square feet, per hour	1	SQ FT	\$1	\$1.50
т.	Block Fill				
	1. Less than 5,000 SQ FT	1	SQ.FT	\$5	\$7.50
	2. Between 5,000 and 10,000 SQ FT	1	SQ FT	\$4	\$6.50
	3. Over 10,000 SQ FT	1	SQ FT	\$3	\$5.50
U.	Replace Switch or Receptacle Plates				
	1. 1 Gang Plastic	1	EACH	\$5	\$7
	2. 1 Gang Metal	1	EACH	\$6	\$8
	3. 2 Gang Plastic	1	EACH	\$7	\$9

RFP 2019-389 Painting Services

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anton Carrier Analase Anto	DESCRIPTION	COATS	UNIT	NORMAL HOURS RATE	AFTER HOURS RATE
4.	2 Gang Metal	1.	EACH	\$8	\$10
5.	. 3 Gang Plastic	1	EACH	\$8	\$10
6.	3 Gang Metal	1	EACH	\$8	\$10

# Use the Unit Rate Schedule pricing to calculate the following project

	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
Α.	Paint new interior drywall (Primer + 2 Finish Coats) – Normal Hours	4000	SQ FT	\$ 3	\$12,000
В.	Repaint interior drywall over carpet and base, move furniture, same color (1 Coat) – Normal Hours	12000	SQ FT	\$3.50	\$ 42,000
C.	Repaint walls over carpet and base, new color (2 Coats) – Normal Hours	8000	SQ FT	\$3.25	\$ 26,000
D.	Repaint walls over carpet and base, new color (2 Coats) - After Hours	2000	SQ FT	\$5	\$10,000
E.	New doors and frames 7' (Primer + 2 Finish Coats) – Normal Hours	4	EACH	\$ 125	\$ 500
Ê.	New doors and frames 8' (Primer + 2 Finish Coats) – Normal Hours	2	EACH	<sup>\$</sup> 160	\$ 320
G.	Sand and Patch drywall - After Hours	800	SQ FT	<sup>\$</sup> 2.50	<sup>\$</sup> 2000
Н.	Repaint apparatus bay walls, same color (up to 25' high – including lift) – <b>After Hours</b>	2600	SQ FT	\$ 30	\$ 78,000
Ι.	Repaint apparatus bay ceiling, same color (up to 25' high – including lift) – <b>Normal Hours</b>	1800	SQ FT	\$ 20	\$ 3,600
				TOTAL	<sup>\$</sup> 174,420