



Invitation for Bid # 2021-030

Human Services-Common Area Painting

Due Date: February 15, 2021
Time: 2:00 PM EST

Receipt Location: Government Building
500 N. Main Street, Suite #709
Procurement Department
Monroe, North Carolina 28112

**Non-Mandatory
Pre-Bid and Site Visit
Meeting:** Non-Mandatory Pre-Bid and Site Visit Meeting: This is a non-
mandatory meeting that will take place on February 1, 2021 at
2:00 PM located at Union County Health and Human
Services Building (2330 Concord Ave., Monroe, NC 28110).

Procurement Contact

Corey Brooks
Procurement Specialist
(704) 283-3683
corey.brooks@unioncountync.gov

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2 NOTICE OF ADVERTISEMENT

Union County, North Carolina

IFB No. 2021-030 Human Services-Common Area Painting

Sealed bids, so marked, will be received by mail or hand delivery to Union County's Procurement Division until **2:00 PM** (local time) on **February 15, 2021** at the Union County Government Center, Administrative Services, Procurement Division, 500 North Main Street, Suite #709, Monroe, NC 28112 at which time bids will be received. This is an informal bid. A public bid opening is not required and will not be held for this project.

Union County, North Carolina, through the Facilities Management Department, is seeking bids from qualified companies for miscellaneous painting services and accessories for the Union County Health and Human Services Building.

Bids will be received for a single prime contract. Bids shall be on a lump sum basis as indicated in the Bid Form.

Non-Mandatory Pre-Bid and Site Visit Meeting: This is a non-mandatory meeting that will take place on February 1, 2021 at 2:00 PM located at Union County Health and Human Services Building (2330 Concord Ave., Monroe, NC 28110).

Prospective Bidders may examine the Bidding Documents by downloading from the website(s) listed below.

1. Download the Bid Documents from the Union County Website www.unioncountync.gov (Procurement Page, Current Bids).

Bidders must have a license to do work as a general contractor in the State of North Carolina as set the North Carolina Statutes. The Contractor's North Carolina License number shall be designated on the outside of the envelope containing the bid.

The County reserves the right to reject any and/or all bids, including, without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The County also reserves the right to waive informalities and request clarification as needed.

Bidders are required to comply with the non-collusion requirements set forth in the Bidding Documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

3 SUBMITTAL DEADLINE AND ADDENDUM INFORMATION

3.1 BID SUBMISSION DEADLINE

Bids shall be sealed and labeled on the outside envelope "IFB 2021-030 Human Services-Common Area Painting". IFB's are to be received by the Union County, Procurement Department by **2:00 PM EST on February 15, 2021**. Any proposals received after this date and time shall be rejected without exception.

3.2 BID DELIVERY REQUIREMENTS

All Bids must be in a sealed box or opaque envelope plainly marked as follows:

[Name of Vendor Submitting Quote]
IFB No. 2021-030
Human Services-Common Area Painting
Contractor's License No:
Attention: Corey Brooks

Ship, Mail, or Hand Deliver Bid Packets to the following address. Your company name and the solicitation number must be visible on the delivery box/envelope.

Union County Government Center
Procurement Department
500 North Main Street, Suite 709
Monroe, NC 28112
Attention: Corey Brooks

Electronic (email) or facsimile submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse firms for any expenses incurred in preparing Bids in response to this request.

Union County reserves the right to reject any or all Bids, to waive technicalities and to make such selection deemed in its best interest. With limited response, Union County reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement.

3.3 PRE-BID AND SITE VISIT

Non-Mandatory Pre-Bid and Site Visit Meeting: This is a non-mandatory meeting that will take place on February 1, 2021 at 2:00 PM located at Union County Health and Human Services Building (2330 Concord Ave., Monroe, NC 28110).

3.4 BID SUBMITTAL PACKAGE

The bid submittal package at a minimum must include:

1. Appendix B – Price Form (signed)
2. Appendix C – Proposal Submission Form (signed)
3. Appendix D– Addendum and Anti-Collusion Form (signed)
4. List of Proposed Subcontractors
5. Evidence of authority to do business in the state of the Project, or a written covenant to obtain such license within the time for acceptance of Bids

6. Contractor’s License No:_____

3.5 BID QUESTIONS

Bid questions will be due on **February 4, 2021 at 4:00 PM EST**. The primary purpose of this is to provide participating firms with the opportunity to ask questions, in writing, related to the IFB. The County may respond with an addendum within five (5) calendar days.

Submit questions by e-mail to Corey Brooks at corey.brooks@unioncountync.gov by the deadlines shown above. The email should identify the IFB number and project title. Questions and answers may be posted as addenda on www.co.union.nc.us

3.6 BID ADDENDUM

Union County may modify the IFB prior to the date fixed for submission of Bids by the issuance of an addendum.

Should an Offeror find discrepancies or omissions in this IFB or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix D, Addendum and Anti-Collusion Form.

4 INSTRUCTIONS

4.1 COMMUNICATIONS

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the Invitation for Bid (IFB) must be made only through the Procurement Contact noted on the cover of this IFB. A violation of this provision is cause for the County to reject a Company's bid. No contact regarding this document with other County employees is permitted, and may be grounds for disqualification.

4.2 IFB MODIFICATIONS

Clarifications, modifications, or amendments may be made to the IFB at any time prior to the Bid Deadline at the discretion of the County. It is the Bidder's responsibility to periodically check the County's website until the posted Bid Deadline to obtain any issued addenda.

4.3 BIDDERS ACKNOWLEDGMENT

The Bid will remain subject to acceptance for 120 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.4 PERFORMANCE AND PAYMENT BONDS

When the Successful Bidder delivers the agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required performance and payment bonds and insurance documentation.

Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due.

4.5 DUPLICATE BIDS

No more than one (1) bid from any Bidder will be considered by the County. In the event multiple bids are submitted in violation of this provision, the County will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

4.6 BID SIGNATURES

An authorized company official must sign Bids. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the lowest responsive, responsible Bidder.

4.7 SUBCONTRACTORS (IF APPLICABLE)

In addition to any identification of Subcontractors, Suppliers, individuals, or entities required to be submitted to Owner (see third full paragraph below), Bidders shall include in their Bid a list of all subcontractors which the Bidder intends to use for each of the following categories of work:

- Heating, ventilating, and air conditioning (Mechanical)
- Electrical

A contractor whose Bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (a) if the listed subcontractor's bid is later determined by the contractor to be non-responsive or nonresponsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (b) with the approval of the awarding authority for good cause shown by the contractor. The terms, conditions, and requirements of each contract between Contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the Contract between Contractor and Owner. Failure to include this list of subcontractors may cause a Bid to be rejected as nonresponsive by Owner.

If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

4.8 BIDDERS RESPONSIBILITIES

The bidder must be capable, either as a firm or a team, of providing all goods or services as described under SECTION 6 –Scope of Work, and to maintain those capabilities until notification of the fact that their bid response was unsuccessful. Exclusion of any good or service for the IFB may serve as cause for rejection.

The successful Bidder will be responsible for all work in the IFB whether they are provided or performed by the successful Bidder or subcontractor(s). Further, the County will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

UNION COUNTY RESERVES THE RIGHT TO REJECT ANY AND/OR ALL QUALIFICATIONS AND TO WAIVE ANY AND ALL TECHNICALITIES.

5 PURPOSE

5.1 INTRODUCTION

Union County, NC is seeking bids for miscellaneous painting services and materials for the Union County Health and Human Services Building.

5.2 COUNTY

Union County, North Carolina (population 231,366) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, health & human services, cultural and recreational activities, and general government administration.

6 SCOPE OF WORK

Miscellaneous Painting and accessories for the Union County Health and Human Services Building

- All marks on walls shown as “touch-up” shall be identified by the contractor as to their exact location, primarily at chair height.
- There are walls noted as “paint entire wall”. Paint entire walls as shown.
- There are some door frames noted to be painted. In addition to those shown, allow for 20 more frames to be painted. These will be identified by on-site staff and shall be color matched to the adjacent door frames.
- Paint entire vestibule area walls.
- Install corner guards as shown. The guards are stainless steel, 4'-0"x 2"x 2" and shall be attached to the wall with heavy duty, double sided tape.
- All work shall be scheduled and coordinated with the on-site staff activity schedule for each area being painted. If there is a schedule conflict, the work shall move to another area of the building until work can be done in the area of schedule conflict. Provide any ventilation required and clean up each area prior to moving to another area.

- All paint used shall be the identically matched to the existing wall being touched-up or painted. Obtain paint chip and computer match the color. The acceptable paint manufacturers are Benjamin Moore, PPG, Sherwin-Williams.

6.1 DRAWINGS

The following drawings are attached in **Appendix A**.

- Lower Level, Areas A, B, C, D, E
- Level 2, Areas A, B, C, D, E
- Level 3, Areas A, B, C, E

6.2 DEVIATIONS

Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet. However, no implication is made by Union County that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses.

7 EVALUATION OF BIDS AND AWARD PROCEDURES

7.1 BID INFORMATION

Bids must be made in strict conformance using the Invitation for Bid (IFB) forms provided herein. All blank spaces for bids must be filled in properly. Numbers must be written in ink or typewritten, and the completed forms shall be without erasures, lineation, or alterations. In accepting the bid, the County will assume that no alterations have been made, and if they appear afterward, they shall not be binding on the County.

All Bid Documents shall be signed by an individual who is authorized to contractually bind the company. The signature must indicate the title or position the individual holds in the agency or firm. Agencies or firms which sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by the County. In submitting a Bid, Offeror affirms all statements contained in the proposal are true and accurate.

7.2 EVALUATION OF BIDS

Qualified bids will be evaluated to determine the lowest responsive, responsible bidder, taking into consideration quality, performance, and the time specified in the bid for performance of the contract. Consideration of such factors as: price offered; quality of item offered; general reputation and performance capabilities of offeror; substantial conformity with specifications/other conditions set forth in the bid; suitability of articles for the intended use; related services needed; date of delivery and performance; and such other factors

deemed by the County to be pertinent will be used in determining responsiveness and responsibility.

7.3 AWARD PROCEDURES

The County reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter proposals. If the contract is to be awarded, it will be awarded to the lowest responsible, responsive bidder whose evaluation by the County indicates that the award will be in the best interest of County. The County shall have a period of 120 days after opening of bids in which to award the contract.

8 GENERAL CONDITIONS AND REQUIREMENTS

8.1 BASIS OF AWARD

a. LUMP SUM

- i. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

8.2 TERMS AND CONDITIONS

All bids submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

Union County reserves the right to reject any or all bids, to waive minor technicalities and informalities, and to make an award deemed in its own best interest, as determined by County officials in their sole discretion.

Union County reserves the right to request additional information or clarification from any Company submitting a proposal.

8.3 IFB EXPENSES

Expenses for developing the bids are entirely the responsibility of the vendor and shall not be chargeable in any way to the County.

8.4 FINANCIAL INFORMATION

The Bidder must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the proposal certification process:

1. Annual audited financial reports for the past five (5) fiscal years;
2. Credit reports, credit bulletins, bank and vendor references, and any other published statements by agencies that have been issued or published about the entity within the past five (5) years;
3. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years;
4. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Bidder's financial position or ability to provide service to the County.

8.5 CONTRACTUAL OBLIGATIONS

The contents of this Bid and the commitments set forth in the Bid shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service

8.6 COMPLIANCE WITH LAWS

Seller represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.

8.7 SUB-CONTRACTOR/PARTNER DISCLOSURE

A single Company may propose the entire solution. If the Bid by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the Bid. The Company submitting the Bid shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

8.8 EXCEPTION TO THE IFB

An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the IFB. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this IFB. Other than exceptions that are stated in compliance with this Section, each Bid shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this IFB. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail.

8.9 MODIFICATION OR WITHDRAWAL OF BID

- a A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- b If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified above and submit a new Bid prior to the date and time for the opening of Bids.

8.10 CONTRACT COMMENCEMENT

Commencement of a contract shall not begin prior to all necessary County approvals, including County Commission approval where required, and receipt of a County Purchase Order. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.

8.11 RIGHT OF CANCELLATION

Any contract agreement entered into with the County that requires ongoing payments after the end of the fiscal year in which the equipment is purchased is cancelable by the County in the event that continuing funds are not appropriated.

8.12 DISPUTES

In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the County shall be final and binding upon both parties.

8.13 CERTIFICATION

In response to the IFB, the Contractor certifies the following:

- This bid is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed costs.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this IFB.

8.14 EQUAL EMPLOYMENT OPPORTUNITY

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

8.15 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

8.16 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

8.17 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

8.18 DRUG-FREE WORKPLACE

During the performance of this Request, the Firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

8.19 TAXES

Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on it employees and operations. Contractor shall substantiate, on demand by Union County, that all taxes and other charges are being properly paid.

Pursuant to N.C.G.S 105-164.14, Union County is eligible for sales and use tax refunds on all material which become a permanent part of the construction. Contractor agrees to provide Union County such documentation as may be necessary to meet the requirements of the North Carolina Department of Revenue regarding requests for refund of sales and use taxes. Such requirements include those described in the North Carolina Department of Revenue Sales and Use Tax Technical Bulletins 18-2(F) outlined below:

To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, and equipment by a contractor, Union County must secure from a contractor certified statements setting forth the specific required information. A "certified statement" is a statement signed by a Contractor's Union, a corporate officer of a contractor, or an employee of a contractor who is authorized to provide information set forth in the statement. The certified statement must include all of the following information:

- a. The date the property was purchased
- b. The type of property purchased
- c. The cost of property purchased and the amount of sales and use taxed paid thereon
- d. The vendor from whom the property was purchased
- e. The project for which the property was purchased
- f. If the property was purchased in the State of North Carolina, the county to which it was delivered, or, if the property was not purchased in the State of North Carolina, the county in which the property was used; and g. The invoice number of the purchase.

In the event Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from Contractor's warehouse stock and the amount of State and local sales or use tax paid thereon by Contractor. Any local sales or use taxes included in Contractor's statements must be shown separately from the State sales or use taxes. Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by Contractor for use in performing the Contract which does not

annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by N.C.G.S. § 105-164.14(c). Examples of property on which sales or use tax has been paid by Contractor and which shall not be included in Contractor's certified statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals. Similar certified statements by Subcontractors must be obtained by Contractor and furnished to Union.

Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to Union. Union is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefor.

8.20 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

- \$500,000 Each Accident
- \$500,000 Disease - Each Employee
- \$500,000 Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)

Covering Ongoing and Completed Operations involved in this Agreement.

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Each Occurrence

\$1,000,000 Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000 Combined Single Limit - Any Auto

D. PROFESSIONAL LIABILITY

(only for any agreement providing professional services such as engineering, architecture, surveying, consulting services, etc)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).

- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:
Department: _____
Contract #: _____
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
Union County
Attention: Keith A. Richards, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

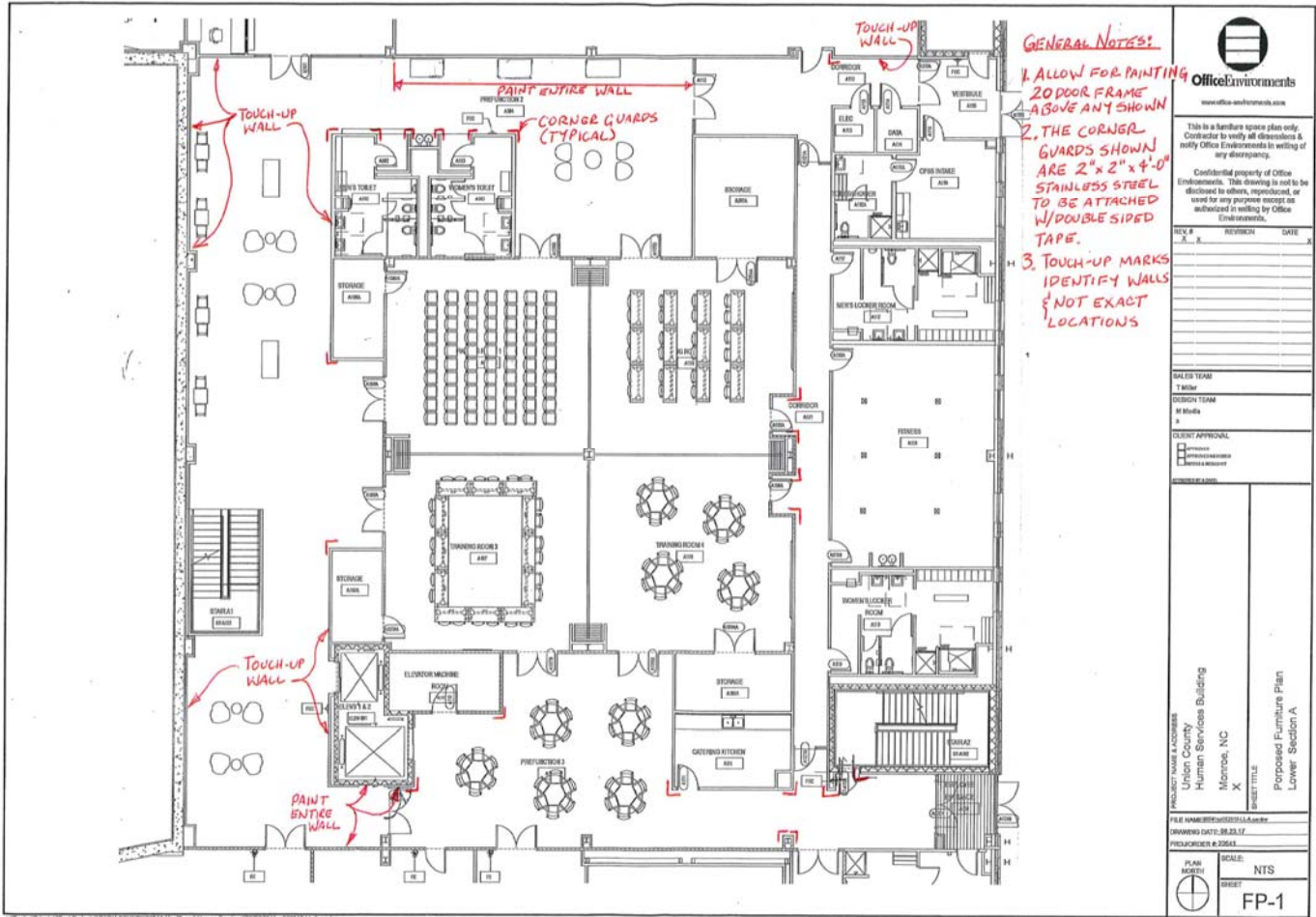
8.21 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Without limiting the generality of the foregoing, the Contractor also agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

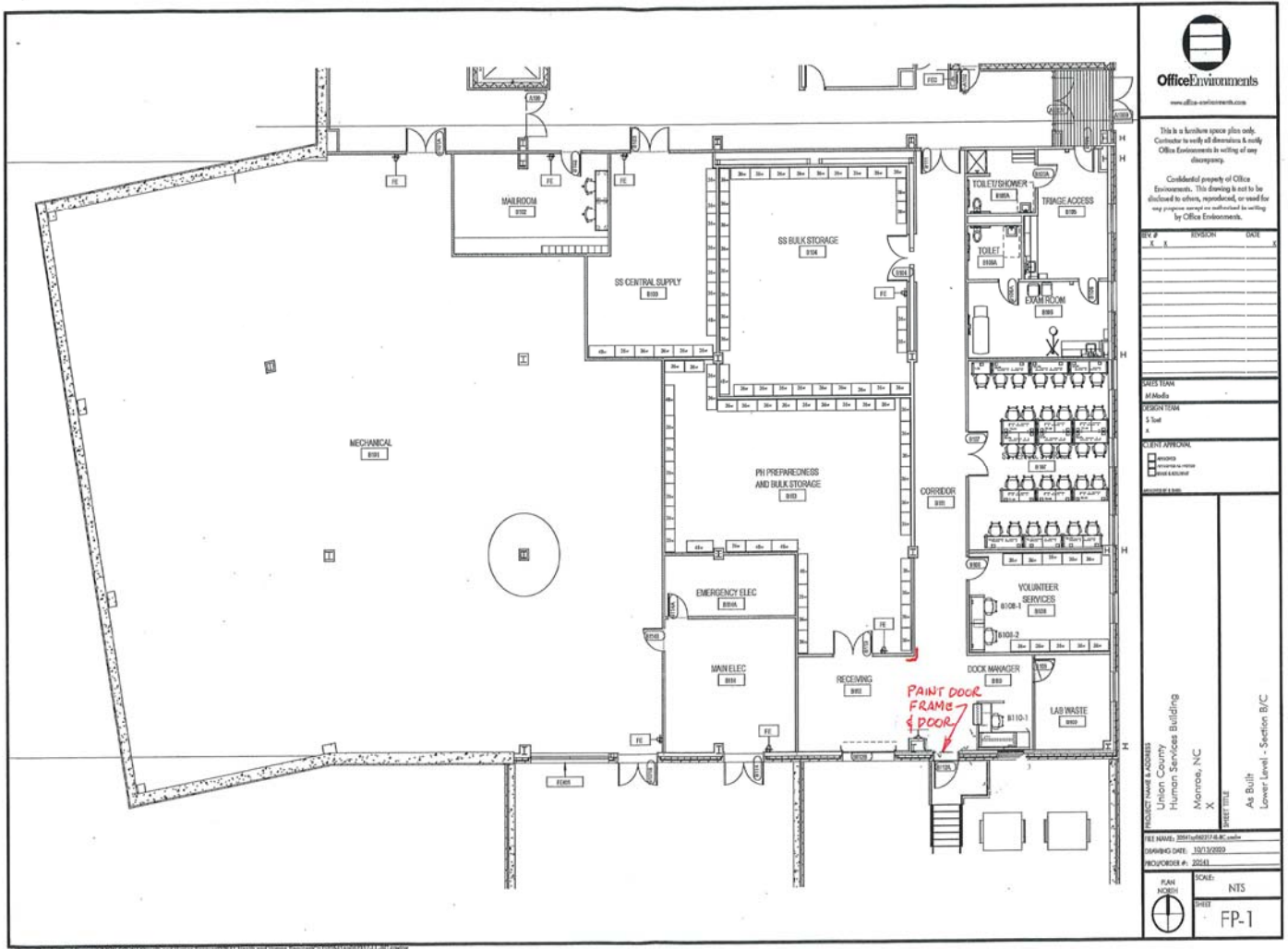
9 APPENDIX A – DRAWINGS

IFB No. 2021-030 Human Services-Common Area Painting

Lower Section A



Lower Section B/C



Office Environments
www.office-environments.com

This is a finished space plan only. Contractor to verify all dimensions & verify Office Environments in writing of any discrepancy.
Confidential property of Office Environments. This drawing is not to be disclosed in writing, reproduced, or used for any purpose except as authorized in writing by Office Environments.

REV #	REVISION	DATE

DESIGN TEAM
M/Media

DESIGN TEAM
A

CLIENT APPROVAL
 APPROVED
 NOT APPROVED
 NOT LAID OUT

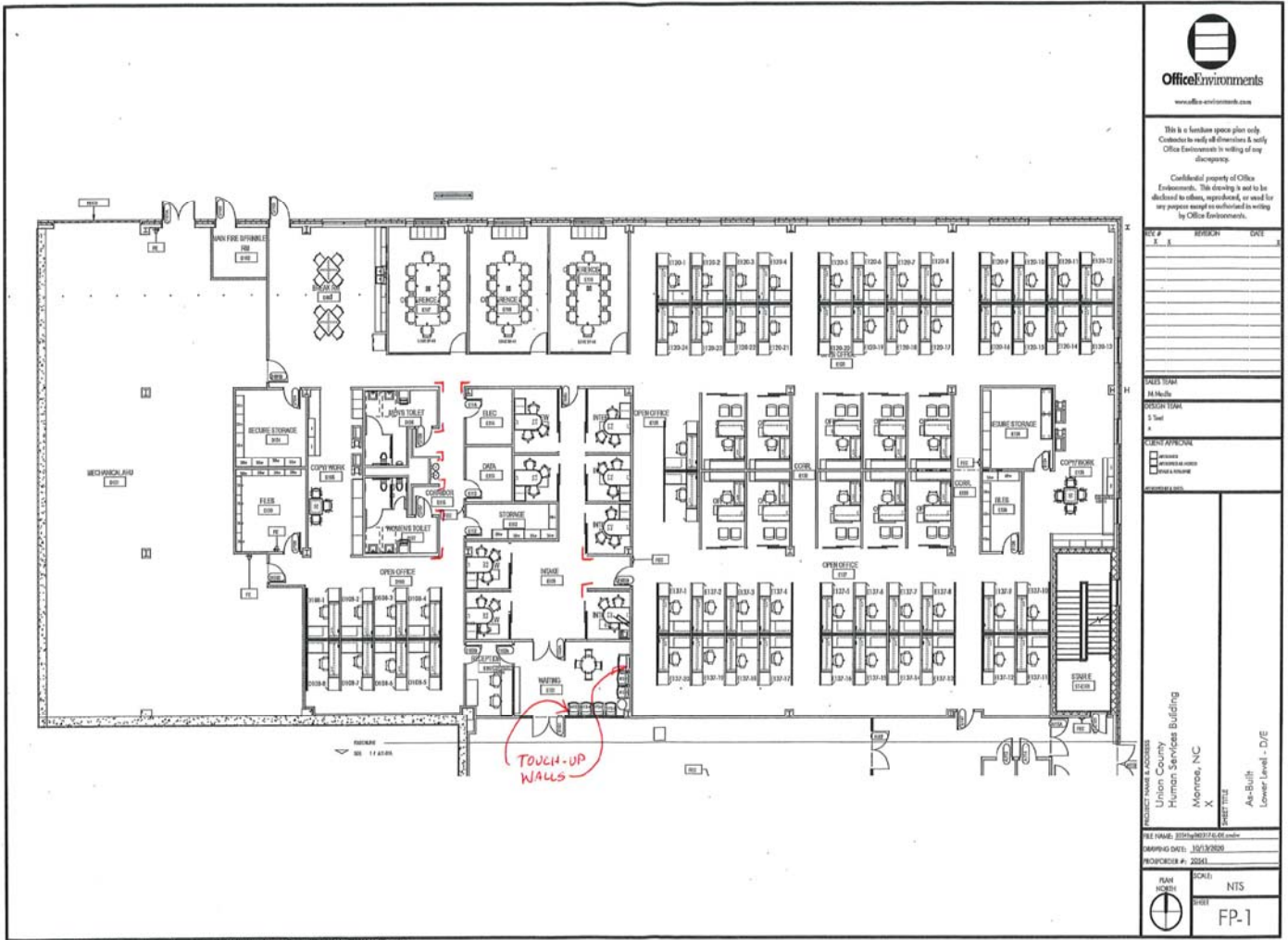
PROJECT NAME: 2021-030 Human Services Building
DRAWING DATE: 10/22/2021
PROJECT # : 2021-030

SHEET TITLE
As Bldg Lower Level - Section B/C

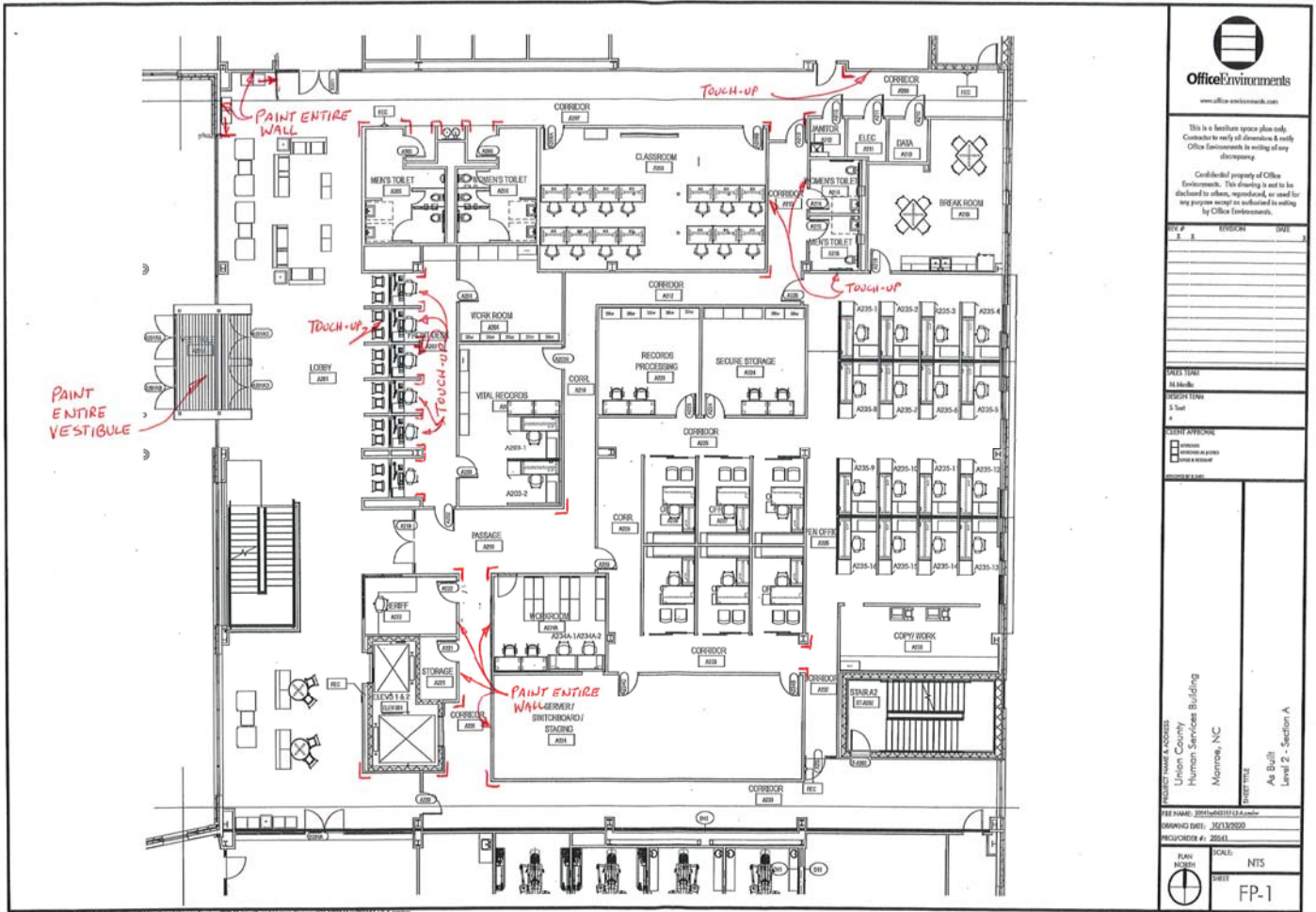
SCALE: NTS
SHEET: FP-1

Union County, North Carolina
IFB 2021-030 Human Services-Common Area Painting

Lower Section D/E



Level 2 Section A



Office Environments
www.officeenvironments.com

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REV #	REVISION	DATE

CLIENT AVAILABILITY

Available as per plan
 Available as per schedule

PROJECT NAME & ADDRESS
Union County
Human Services Building
Morrisey, NC

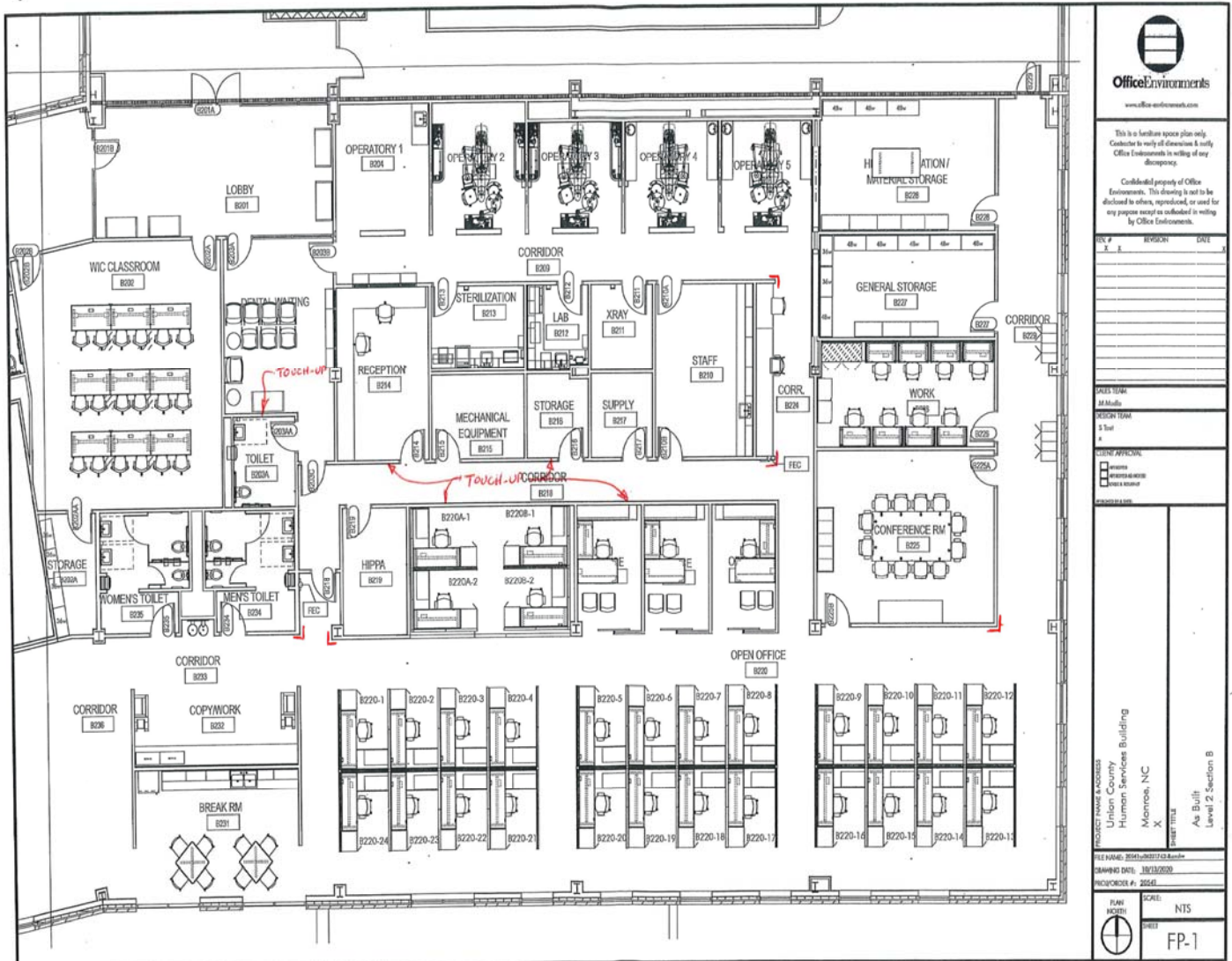
PROJECT TITLE
A4 Build
Level 2 - Section A

FILE NAME: 20210401011232.rvt
DRAWING DATE: 3/23/2021
PROJECTOR #: 20241

PLAN NORTH 

SCALE: NTS
DRAWN: FP-1

Level 2 Section B



This is a furniture space plan only. Contractor to verify all dimensions & verify Office Environments is willing of any discrepancy.
Confidential property of Office Environments. This drawing is not to be disclosed to others, reproduced, or used for any purpose except as indicated in writing by Office Environments.

REV #	REVISION	DATE

DESIGN TEAM:
M. Mills
DESIGN TEAM:
S. Tost

CLIENT APPROVAL:
 APPROVED
 NOT APPROVED
DATE: 11/13/2020

PROJECT NAME & ADDRESS:
Union County
Human Services Building
Monroe, NC

PROJECT TITLE:
As Built
Level 2 Section B

FILE NAME: 2021-002712.dwg
DRAWING DATE: 11/13/2020
PROJECT NUMBER: 20541

SCALE: NTS
SHEET: FP-1

Level 2 Section C



This is a furniture space plan only. Contractor to verify all dimensions & verify Office Environments is willing to accept any discrepancy.

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REV #	REVISION	DATE

DATE TO AM
M. Mads

DESIGN TEAM
S. Lee

PROJECT APPROVAL
 APPROVED
 PREPARED
 REVISIONS

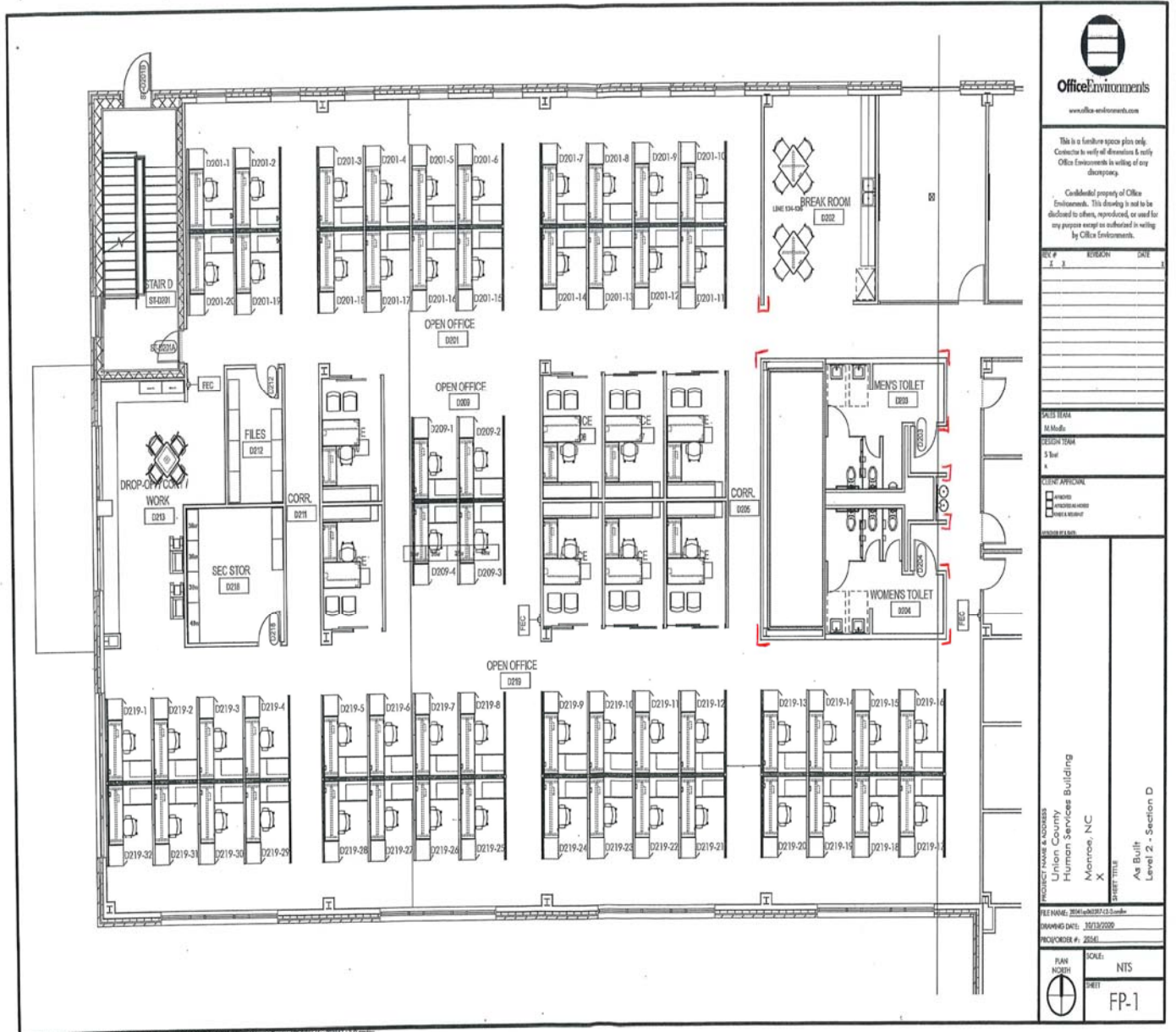
PROJECT NAME & ADDRESS
 Union County
 Human Services Building
 Morrisville, NC
 X
 X
 X
 X
 X

SHEET TITLE
 As Built
 Level 2 Section C

FILE NAME: J:\15146\151462-Common
 DRAWING DATE: 10/13/2020
 PROJECT NO: 15146

PLAN
 SCALE
 SHEET
 NTS
 FP-1

Level 2 – Section D



This is a furniture space plan only. Contact us to verify all dimensions & utility. Office Environments is willing of any discrepancy.

Confidential property of Office Environments. This drawing is not to be disclosed to others, reproduced, or used for any purpose except as authorized in writing by Office Environments.

REV #	REASON	DATE
1		

DESIGN TEAM	
DESIGNER	
PROJECT APPROVAL	
DATE	

PROJECT NAME & ADDRESS
Union County
Human Services Building
Morrisville, NC

DRAWN BY
X

CHECKED BY
X

DATE
12/13/2020

PROJECT NUMBER # 20241

PLAN NORTH	SCALE: NTS
SHEET	FP-1

Level 2 – Section E

Office Environments
www.office-environments.com

This is a furniture space plan only. Contractor to verify all dimensions & verify Office Environments is willing of any discrepancy.

Confidential property of Office Environments. This drawing is not to be disclosed to client, reproduced, or used for any purpose except as authorized in writing by Office Environments.

REV	DESCRIPTION	DATE

DESIGN TEAM: W. Mills
DESIGN TEAM: S. Wolf

CLIENT APPROVAL:

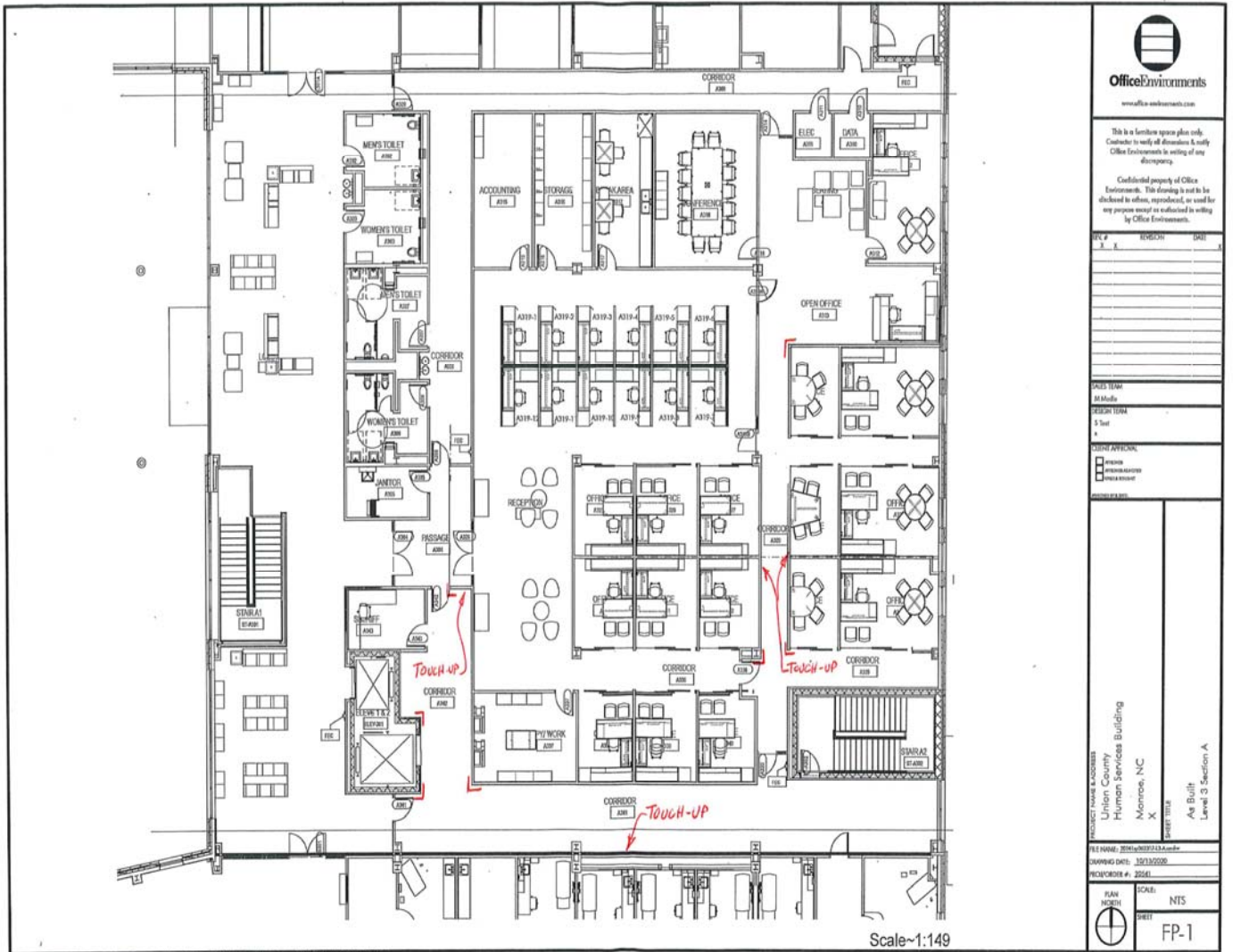
- APPROVED
- DISAPPROVED
- PENDING REVIEW

PROJECT NAME & ADDRESS:
Union County Human Services Building
Monroe, NC
X
SHEET TITLE:
As Built Level 2 - Section E

FILE NAME: 20211019091121.dwg
DRAWING DATE: 10/19/2021
PROJECT NUMBER: 202101

PLAN	SCALE: NTS
SECTION	SCALE:
SHEET	FP-1

Level 3 – Section A



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This is a furniture space plan only. Contractor to verify all dimensions & verify Office Environments is setting of any discrepancy.

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REV #	BY	DATE
1	X	

DESIGN TEAM:
 PROJECT TEAM:
 DESIGN TEAM:
 SCALE:
 SHEET #:

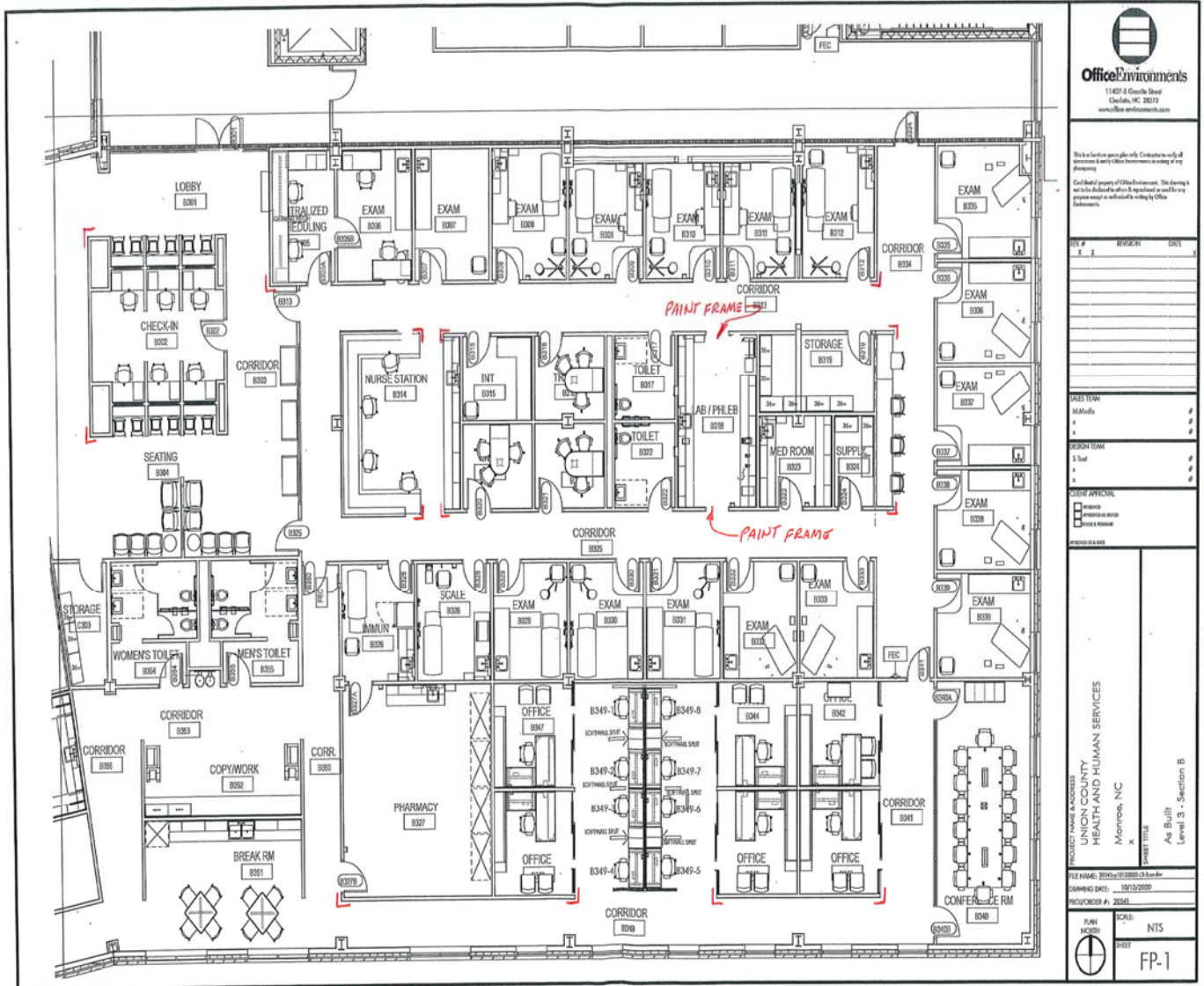
CLIENT APPROVAL:
 DESIGN APPROVAL
 CONTRACTOR APPROVAL

PROJECT NAME: ADDRESS:
 Union County
 Human Services Building
 Monroe, NC
 X
 SHEET TITLE:
 At Built
 Level 3 Section A

DESIGNER:
 DRAWING DATE: 10/13/2020
 PROJECTOR #: 22061

PLAN NORTH
 SCALE: NTS
 SHEET: FP-1

Level 3 – Section B



Level 3 – Section C



Office Environments
www.officeenvironments.com

This is a tentative space plan only. Contact us to verify all dimensions & study Office Environments in writing of any discrepancy.

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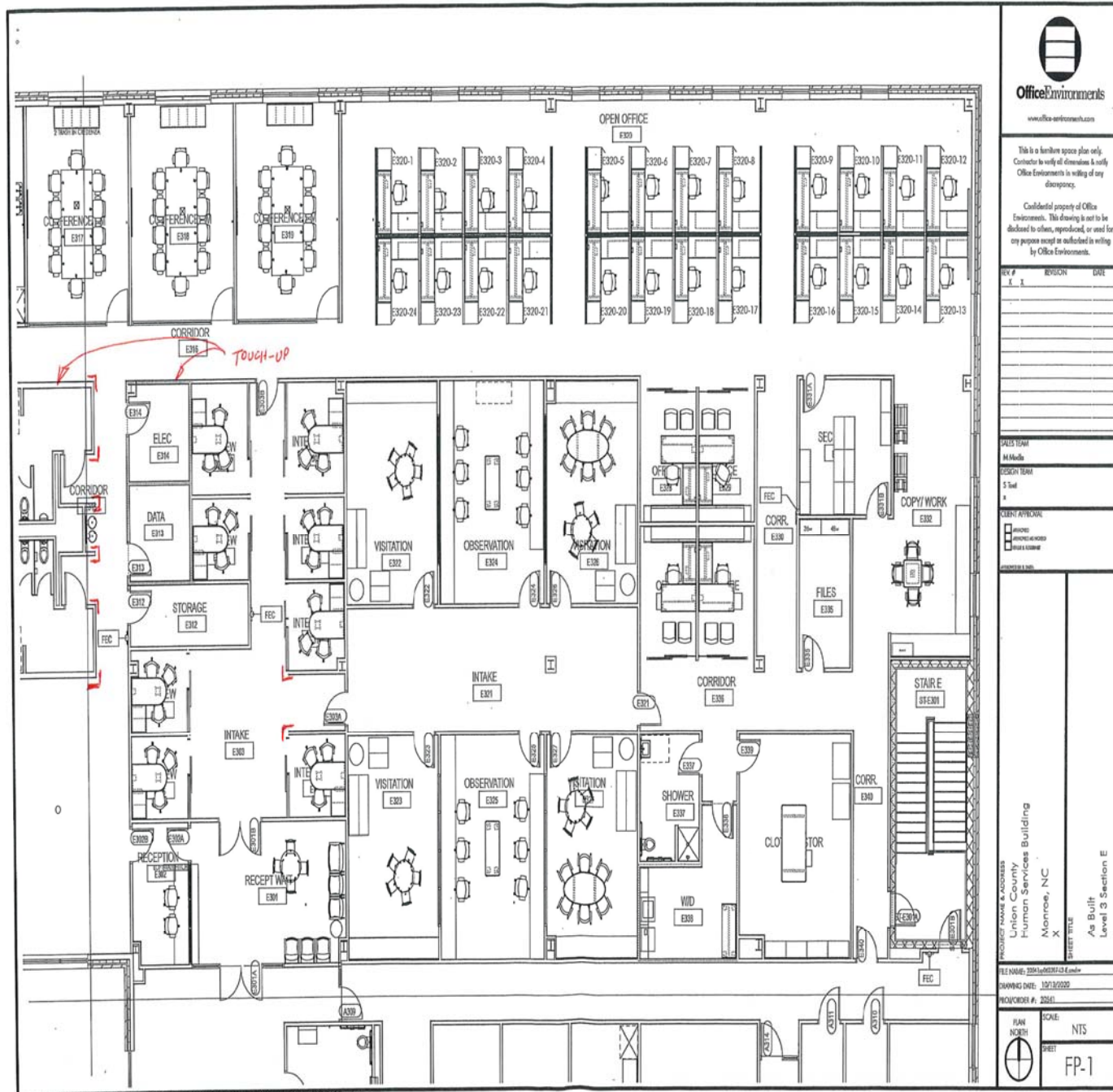
REV #	REVISION	DATE

SALES TEAM
M. Mulla
DESIGN TEAM
S. Iyer
CLIENT APPROVAL
 APPROVE
 APPROVE ARCHITECT
 APPROVE MECHANICAL
 APPROVE ELECTRICAL
 APPROVE PLUMBING

PROJECT NAME & ADDRESS
Union County
Human Services Building
Monroe, NC
X
SHEET TITLE
As Built
Level 3 Section C

PROJECT NAME & ADDRESS	Union County Human Services Building Monroe, NC X
SHEET TITLE	As Built Level 3 Section C
PROJECT NUMBER	25241
DRAWING DATE	11/13/2020
PROJECT NUMBER	25241
PLAN NORTH	SCALE: NTS
SHEET	FP-1

Level 3 – Section E



This is a tentative space plan only. Contractor to verify all dimensions & notify Office Environments in writing of any discrepancy.

Confidential property of Office Environments. This drawing is not to be disclosed to others, reproduced, or used for any purpose except as authorized in writing by Office Environments.

REV #	REVISION	DATE

SALES TEAM
M. Mills

DESIGN TEAM
S. Bell
P.

CLIENT APPROVAL

APPROVED
 APPROVED/REVISED
 REJECTED

PROJECT NAME & ADDRESS Union County Human Services Building Monroe, NC X	SHEET TITLE As Built Level 3 Section E
SEE ALSO: 2021-030-0303-03-01 DRAWING DATE: 10/13/2022 PROJECT NO: 2021-0303-03	
PLAN NORTH	SCALE: NTS
SHEET	FP-1

10 APPENDIX B – PRICE FORM

IFB No. 2021-030 Human Services-Common Area Painting

Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

Bidder will complete the Work in accordance with the Project Scope and Contract Documents for the following price(s):

Section	Total Cost (in US Dollars)	List Paint MFG (Bejamin Moore, PPG, Sherwin-Williams)
Section 1: Lower Level ·Section A ·Section B/C ·Section D/E Total Cost - Section 1		
Section 2: Level 2 ·Section A ·Section B ·Section C ·Section D ·Section E Total Cost - Section 2		
Section 3: Level 3 ·Section A ·Section B ·Section C ·Section E Total Cost – Section 3		
Total Lump Sum/Turn Key Price (Sum: Section 1+Section 2+Section 3)	\$	

Note: Bidders must complete Total Cost for Section 1, Section 2, and Section 3 above in order to be deemed lowest responsive and responsible bidder.

Insert the number of calendar days to Substantial Completion after Notice to Proceed (NTP):

Specify Standard Warranty (in years) _____

Bidder acknowledges that Total Lump Sum Turn-Key Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for the complete project.

The Bid will remain subject to acceptance for 120 days after the Bid Openings, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Liquidated Damages Rate (from Agreement): \$500.00/day for additional time above the days listed by contractor.

Performance and Payment Bonds required for this project will be based on the Contract Price.

Time of Completion:

1. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the duration days listed above.
2. Bidder accepts the provisions of the Agreement as to liquidated damages.

Name of Company Submitting Bid: _____

Signature: _____

Attachments to This Bid:

The following items are submitted and made a condition of this Bid:

1. List of Proposed Subcontractors
2. List of Proposed Suppliers
3. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids
4. **Contractor's License No.** _____

11 APPENDIX C – BID SUBMISSION FORM

IFB No. 2021-030 Human Services-Common Area Painting

This Proposal is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this project. Proposals are valid for 120 calendar days from the bid due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

12 APPENDIX D – ADDENDUM AND ANTI-COLLUSION

IFB No. 2021-030 Human Services-Common Area Painting

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____

13 APPENDIX E – TEMPLATE/SAMPLE CONTRACT

IFB No. 2021-030 Human Services-Common Area Painting

-----For informational purposes only. Do not submit with your bid. -----

1. AGREEMENT. This agreement ("Agreement") is entered into on the _____ day of _____, 20 ____, by and between UNION COUNTY, a political subdivision of the State of North Carolina ("Union") and _____, ("Contractor"), whose business address is _____.

2. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor in all its activities pursuant to this Agreement. Neither Contractor nor any of its employees are to be considered Union's employee or agent for any purpose including, but not limited to, the accrual of any employee benefits. Contractor is not authorized to represent Union or otherwise bind Union in any dealings between Contractor and third parties. Any employees furnished by Contractor under this Agreement shall be deemed to be Contractor's employees exclusively.

3. SCOPE OF THE WORK. Contractor shall furnish all labor, equipment, tools, materials, supplies, transportation, tests and supervision required to complete in a workmanlike manner the work described in the attached [*Scope of Services*] ("Work"). Union is not financially committed by this agreement to purchase any minimum amount of services.

4. PERIOD OF PERFORMANCE. This Agreement shall commence as of the date first written above and shall continue until the earlier of the completion and acceptance of the Work or _____ [*total maximum time period from execution of the Agreement*]. Contractor shall promptly commence Work and shall complete Work within _____ days from Contractor's receipt of notice to proceed from Union.

5. PAYMENT FOR WORK. Union shall pay Contractor _____ for Work. Payment for work satisfactorily completed shall be made within thirty (30) days of receipt of invoice by Union's finance office. Contractor shall submit documentation supporting its entitlement to payment as required by Union, and Union shall have no obligation to pay Contractor unless and until Union has received such documentation. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

6. LICENSING REQUIREMENTS. Contractor represents and warrants that it is and shall remain properly licensed at all times in the performance of Work.

7. PERMITS AND LICENSES. Unless otherwise agreed in writing in advance by Union, Contractor shall obtain and pay for all licenses and permits that are required for it to perform Work.

8. COMPLIANCE WITH LAWS/COMPLIANCE WITH RULES AND POLICIES OF UNION. In performing the services pursuant to this Agreement, Contractor shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Contractor also shall comply with all rules and policies of Union.

9. INSURANCE. Contractor shall comply with the insurance requirements set forth in Exhibit A, attached and incorporated herein by reference.

No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

10. TAXES. Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Contractor shall substantiate, on demand by Union, that all taxes and other charges are being properly paid.

Pursuant to N.C.G.S. § 105-164.14, Union is eligible for sales and use tax refunds on all materials which become a permanent part of the construction. Contractor agrees to provide Union such documentation as may be necessary to meet the requirements of the North Carolina Department of Revenue regarding requests for refund of sales and use taxes. Such requirements include those described in the North Carolina Department of Revenue Sales and Use Tax Technical Bulletins § 18-2(F), outlined below:

To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, and equipment by a contractor, Union must secure from a contractor certified statements setting forth the specific required information. A "certified statement" is a statement signed by a contractor's Union, a corporate officer of a contractor, or an employee of a contractor who is authorized to provide information set forth in the statement. The certified statement must include all of the following information:

The date the property was purchased;

The type of property purchased;

The cost of property purchased and the amount of sales and use taxed paid thereon;

The vendor from whom the property was purchased;

The project for which the property was purchased;

If the property was purchased in the State of North Carolina, the county to which it was delivered, or, if the property was not purchased in the State of North Carolina, the county in which the property was used; and

The invoice number of the purchase.

In the event Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from Contractor's warehouse stock and the amount of State and local sales or use tax paid thereon by Contractor. Any local sales or use taxes included in Contractor's statements must be shown separately from the State sales or use taxes. Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by Contractor for use in performing the Contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by N.C.G.S. § 105-164.14(c). Examples of property on which sales or use tax has been paid by Contractor and which shall not be included in Contractor's certified statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals. Similar certified statements by Subcontractors must be obtained by Contractor and furnished to Union.

Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to Union. Union is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefor.

11. **WARRANTY OF WORK.** Contractor warrants that all Work shall be new, unless otherwise agreed in this Agreement, and of good quality and performed in a good and workmanlike manner. Contractor shall, at its own expense, at the request of Union, promptly replace or repair any defective or deficient Work for a period of one year after completion of Work. The express warranty contained in this section shall not diminish any of Union's rights against Contractor with respect to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct Work.

12. **SAFETY.** Contractor shall establish and enforce safe working procedures at all times during its performance of Work in accordance with all federal, state and local laws, ordinances, rules and regulations pertaining to safety.

13. **AGE LIMITS.** No employee of Contractor under the age of 18 shall be permitted on property owned or leased by Union.

14. **CLEANUP.** Contractor shall keep its work areas clean of debris and excess materials, and at the end of each day will leave its work areas in broom-clean condition. If Contractor fails to clean up as required herein, Union may clean up and deduct the cost from Contractor's payment.

15. **LIABILITY.** Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

16. **DEFAULT/TERMINATION.** If Contractor fails or refuses to supply sufficient and properly skilled labor, equipment or materials, or fails in any respect to diligently prosecute Work, or otherwise is in default or breach of any term of this Agreement, Union may terminate this Agreement upon 24 hours' written notice. In the event of such termination, Contractor immediately will stop work and remove its employees from Union's property. Union may complete the Work in whatever way it determines best, and at completion of the Work shall pay Contractor for the value of the Work performed by Contractor (excluding profit) but unpaid prior to the termination, less any costs incurred by Union to correct any deficiencies or defects attributable to Contractor's work.

17. **TERMINATION FOR CONVENIENCE.** Union may terminate this Agreement at any time upon three (3) days' written notice to Contractor. Such termination shall be effective in the manner specified in such written notice. Upon a termination for convenience, Union shall pay Contractor for Work performed to the date of termination. Contractor shall accept such payment in full and final payment and shall make no claim of any kind against Union, including but not limited to any claim for any additional payment.

18. **ASSIGNMENT.** Neither this Agreement, nor any payments to be earned pursuant to this Agreement, may be assigned by Contractor without the prior written consent of Union.

19. **NO WAIVER.** Union's not insisting upon strict compliance with any of the provisions of this Agreement, or not exercising any of its options provided herein, shall not be construed as a waiver of its right thereafter to require such compliance or to exercise any such options.

20. **E-VERIFY.** E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

21. ENTIRE AGREEMENT. This Agreement represents the entire agreement of the parties, and may not be modified except in writing signed by both parties.

22. GOVERNING LAW. This agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed, this the day and year first above written.

ATTEST

UNION COUNTY

By: _____
Clerk to the Board of Commissioners

By: _____
County Manager

ATTEST

CONTRACTOR

By: _____

By: _____

Approved As To Legal Form _____

14 APPENDIX E – VENDOR PAYMENT LETTER

IFB No. 2021-030 Human Services-Common Area Painting

ATTENTION: ACCOUNTS PAYABLE VENDORS

As part of our Fraud Prevention Program, Union County now prefers two methods for payments to vendor accounts. These methods allow for faster and easier payments to vendors.

The first and preferred method available is to accept a VISA card payment from the County. If you accept payment via VISA, payment is made at the time of the transaction or upon receipt and approval of the invoice.

The second method is an Electronic Funds Transfer. (EFT) This means that you will receive payment of invoices due directly into your bank account. With this method, you will get an email confirmation giving you the date, invoice numbers, and total amount paid. Your payment will be available to you on Monday (or the first banking day if Monday is a bank holiday) following receipt of an approved invoice from the County department invoiced.

An EFT Enrollment Form to enroll in the program is attached for your convenience. You can also visit the Union County website at www.unioncountync.gov at any time to get a new form if your banking information changes. If the banking information changes and you do not notify us, it will delay receipt of payment for invoices.

If you wish to receive payment via the County's VISA card, please contact Alex Whitaker at 704-283-3538 or Christi Climbingbear at 704-283-3543, or send an email to alex.whitaker@unioncountync.gov and you will be added to the list of vendors accepting the VISA card method of payment.

Union County prefers all vendors participate in one of the two methods described above.

Thank you in advance for your participation.



Please return this completed form and supporting documents to:



Union County -Finance Office

Suite 714, 7th Floor, 500 N. Main Street, Monroe NC 28112

Phone: (704) 283-3886 **Fax:** (704) 225-0664

Email: ap@unioncountync.gov

Authorization for payment via Electronic Funds Transfer (EFT)

Initial Enrollment

Change Information

Today's Date _____

Company Name _____

Street Address _____

City, State, Zip _____

By signing below, I hereby authorize Union County to electronically deposit funds into the account indicated below. I understand that if my banking information changes and Union County is not made aware of this change, then payment may be delayed.

Bank Name _____

Address _____

City, State, Zip _____

Routing/ABA # _____ Bank Acct No. _____

Payment Notification: I hereby authorize the following individual to receive an email notification of payment details for all funds deposited to the above account by Union County.

Name & Title _____

Email Address _____

Phone Number _____

Officer Name & Title _____

Phone Number _____

Signature: _____

FOR ACCOUNT VERIFICATION, PLEASE ATTACH A VOIDED CHECK.

This authorization will remain in effect until Union County has received written notice to discontinue.

Print Form